



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO TENDER CS-19-04

**SUPPLY AND INSTALLATION OF
ANTENNA TOWER**

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1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George (the “Regional District”) invites tenders for the supply and installation of an antenna tower, including footings, foundation and transmission line bridge, for Regional District property located at 3670 Opie Crescent, Prince George, BC.

The Regional District’s objective is to award a contract to the successful tenderer who can demonstrate the ability to deliver a high quality, well managed project.

Three (3) complete copies of your tender must be submitted in a sealed package marked:

“ITT CS-19-04 Supply and Installation of Antenna Tower”

to be received by: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8

up to **2:00 p.m. on May 13, 2019**. Tenders will be opened in public at 2:15 p.m. on **May 13, 2019** at the Regional District office.

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 Invitation to Tender (this “ITT”). Any tender received by the Regional District that is unsigned will be rejected.

1.1 Tender Documents

Tender documents may be obtained on, or after, **April 23, 2019**:

- a) in a PDF (public document format) file format from the Regional District’s website at www.rdffg.bc.ca; and
- b) on the BC Bid® website at www.bcbid.gov.bc.ca.

All subsequent information regarding this ITT, including amendments, addenda 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 the ITT documents. Upon submission of their tender, the tenderer will be deemed conclusively to have been in possession of a full set of the ITT documents.

Inquiries relating to this ITT are to be directed by email to the Project Manager:

Melanie Perrin, Manager of Public Safety Operations
Regional District of Fraser-Fort George
Email: mperrin@rdffg.bc.ca

1.2 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer will complete and sign the Acknowledgement Letter, and email the signed Acknowledgement Letter to the Project Manager Melanie Perrin, mperrin@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 amendments, addenda, or answers to questions and may be disqualified.

1.3 Closing Date and Opening of Tenders

Sealed 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, not later than 2:00 p.m. local time on **May 13, 2019**. Tenders will be opened in public at 2:15 p.m. on **May 13, 2019**, at the Regional District Office.

1.4 Tender Submissions

Tenderers will complete pages 13 through 18 and submit three (3) copies of these pages, together with a start to completion work plan, in a **sealed envelope**. The following information **must be written on the outside of the sealed envelope containing the tender submission, as well as the outside of the courier envelope (if sending by courier)**:

1. Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
2. INVITATION TO TENDER CS-19-04
SUPPLY AND INSTALLATION of ANTENNA TOWER
3. Responding tenderer's name and address.

Tenders submitted by fax, electronically, or not in the original Regional District format will **NOT** be accepted.

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

Any tender received after the closing time and date, 2:00 p.m., **May 13, 2019**, will be considered disqualified and will be returned unopened to the tenderer.

1.5 Regional District's Right to Reject Tender

The Regional District reserves the right, in its sole discretion, to waive informalities in tenders, 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.

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.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest on the part of a proponent. Without limitation, the Regional District reserves the discretion to reject any tender where:

- a) one or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the proponent, is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) in the case of a tender submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

When submitting a tender, the proponent is required to complete, sign, and include with their tender a conflict of interest Disclosure Statement (Appendix "A").

1.6 Waiver of Claims for Compensation

Except for a claim for the reasonable cost of preparation of its tender, by submitting a tender, each proponent irrevocably waives 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:

- a) 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;
- b) a decision by the Regional District not to award a contract to that proponent; or
- c) the Regional District's award of a contract to a proponent whose tender does not conform to the requirements of this ITT.

1.7 Ownership of Tenders and Freedom of Information

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. Proponents are responsible to review the *Freedom of Information and Protection of Privacy Act* for further information.

All documents, including Tenders, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for proponents, upon request by a proponent, subject to the *Freedom of Information and Protection of Privacy Act*.

1.8 Errors, Omissions, Clarifications

Tenderers finding discrepancies, errors, or omissions in this ITT, or requiring clarification on the meaning or intent of any part therein, should immediately request in written form **by email**, clarification from the Project Manager, Melanie Perrin, mperrin@rdffg.bc.ca. Upon receipt of the emailed request for clarification, written instructions or explanations will be sent by email to all tenderers registered as having returned the Acknowledgement Letter (Section 1.3). The Regional District will not accept responsibility for any damages, costs or expenses incurred by a tenderer in reliance on oral instructions. Any work done in preparation of a tender after discovery of discrepancies, errors, or omissions in the ITT will be done at the tenderer's risk unless the discrepancy, error, or omission is reported to Ms. Perrin in accordance with this provision.

NOTE: the last day that requests for clarification or inquiries may be made is **May 2, 2019** in order that any addendum(s) if necessary, are issued in time for all proponents to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITT. After 4:00 p.m., **May 2, 2019**, should changes be necessary to the work of this ITT, they will be addressed through Section 8 PAYMENT, clause 4.

1.9 Proof of Ability

Tenderers will be competent and capable of performing the work as described as detailed in Appendix C – Scope of Work & Specifications. The tenderer may be required to provide evidence of previous experience and financial responsibility before a contract is awarded.

1.10 Sub-Contractors

The List of Sub-Contractors is to be completed by the tenderer and will form part of the contract documents. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

2.0 TENDER FORMAT

Tenderers are asked to respond in a similar manner and submit **three (3) complete copies** of their tender. The following format and sequence, with all pages consecutively numbered, is to be followed in order to provide consistency in tenders and to ensure each tender receives full and complete consideration.

- a) Tenderers will complete pages 13 through 18:
 - Tender Form: to be completed, signed, and witnessed.
 - List of Sub-Contractors: to include sub-contractor's legal name and the work to be performed by the sub-contractor.
 - Tenderer's Experience in Similar Work: a minimum of three (3) references are required, to include a brief description of projects similar in size and scope to this ITT, together with the corresponding contact names and phone numbers for reference checks.
 - Schedule of Prices.
- b) Completed Appendix A – Conflict of Interest Disclosure Statement
- c) **All amendments and addenda, if any, issued for this ITT. Each amendment and addenda must be signed by the tenderer and included with the tender and will form part of the tender documents.**
- d) A Start to Completion Workplan: to include start of construction, milestones and completion dates.
- e) Additional information that the tenderer may choose to provide.

3.0 TENDER EVALUATION

Evaluation of tenders will be by a committee formed by the Regional District in order to provide a recommended award of contract (the "Contract"). Tenders should be clear, concise, and complete. The following Tender evaluation methodology will be used by the committee to evaluate the tenders received:

a) Compliance with ITT requirements	25%
b) Project management experience, length and quality of experience of the tenderer in doing similar work	10%
c) Acceptability of reference checks conducted by the Regional District	10%
d) Start to Completion Workplan and acceptable schedule	10%
e) Price	<u>40%</u>
TOTAL 100%	

Where tender prices are the same, the Regional District will consider the tenderer's experience in similar work beyond the minimum standards established in this ITT.

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.

4.0 CONTRACT

4.1 Form of Contract

The form of contract will be similar to the sample contract in Appendix B and will include this ITT, Tender Form, List of Sub-Contractors, Tenderer's Experience in Similar Work, Schedule of Prices, Start to Completion Workplan, completed Appendix A – Conflict of Interest Disclosure Statement, all appendices, amendments, and addenda, and the Tenderer's bid submission.

4.2 Examination of Contract Documents

The contractor will satisfy themselves as to the practicability 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 and calculation.

All measurements within this tender document are approximate. The contractor will be responsible for any final measurements required for the purpose of preparing a bid.

The contractor will be deemed to have satisfied themselves as to the sufficiency of the tender for the work and the Total Contract Price stated in the Schedule of Prices. The Total Contract Price will cover all the contractor's 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, transportation, materials, supervision, services, taxes and assessments, together with the contractor's overhead and profit, except where otherwise provided for in the Contract.

4.3 Award of Contract

The Contract is anticipated to be awarded **May 16, 2019**. All tenderers will be advised, in writing, as to the awarding of the contract.

The Regional District may, in its sole discretion, delay the date of awarding the contract if deemed appropriate by the Regional District. The tenderer awarded the contract (the "Contractor"), will have fourteen (14) calendar days to provide the required insurance certificate under Section 10.0 and proof of

WorksafeBC coverage under Section 12.0 upon notification that the Regional District has accepted its tender.

5.0 START TO COMPLETION WORKPLAN

As specified in Section 2.0 d), the tender submission will include a Start to Completion Workplan. At a minimum, the work is to be completed by **October 31, 2019**. At the discretion of the Regional District, the Contract completion date may be extended.

6.0 WARRANTY

The Contractor shall provide a minimum one-year, all-inclusive warranty for: design; materials; equipment; parts; labour; construction; installation; and regular service and maintenance for the first year. The one-year warranty period will take effect on the date of acceptance by the Regional District.

7.0 CONTRACT PRICE

The Schedule of Prices must be completed and included in the tender submission. All prices for the work shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Total Contract Price, but are to be listed separately from the Total Contract Price. The Total Contract Price must be open for acceptance for sixty (60) calendar days from the time of tender opening, unless otherwise stated by the Regional District.

8.0 PAYMENT

- a) Following completion of the work, the Regional District will pay for the work completed to the Regional District's satisfaction, by the thirtieth (30th) day of the month following that for which payment is required on receipt of an invoice from the Contractor.
- b) The Regional District will inspect the work before making payment.
- c) The Regional District may withhold 15% of the total payment due under the Contract as a performance assurance holdback. The holdback will be released to the Contractor once the following two conditions have been satisfied:
 - i. the work has been completed to the satisfaction of the Regional District; and
 - ii. the Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the Contract term.
- d) 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.
- e) If, in the opinion of the Regional District, such changes affect the Total Contract Price, the Total Contract Price amount will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Total Contract Price will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.
- f) No payment will be made for materials supplied by the Regional District.

9.0 LICENSES AND PERMITS

The Contractor shall, at their expense, obtain all licenses, permits, approvals, and insurance required under the laws of the Province of British Columbia with regard to its own activity under the Contract.

10.0 INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurances 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 provide the Regional District with thirty (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. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability.
- ii. 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.
- iii. Non-owned Automobile Liability insurance in an amount not less \$3,000,000 per occurrence.
- iv. 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 in Section 10.

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

11.0 DAMAGE TO EXISTING PROPERTY OR FACILITY

In the event of damage to the Regional District's facility or property arising from actions of the Contractor the procedure will be as follows:

- a) The Contractor will immediately advise the Regional District of any damage to the Regional District's facility or property.
- b) Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
- c) If the Contractor does not reply within twenty-four (24) hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

12.0 WORKSAFEBC

The Contractor will use due care and take all necessary precautions to assure the protection of persons or property at the Site 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.

13.0 INDEMNITY

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 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.

14.0 RIGHTS OF WAIVER

A waiver, or any breach of 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.

15.0 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; the validity of the remaining paragraphs hereof will not be affected.



ACKNOWLEDGEMENT LETTER

The undersigned has received a full set of ITT CS-19-04, Supply and Installation of Antenna Tower, documents,

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date

I/We presently intend to provide not to provide a Tender.

Please return immediately by mail or by email to:

Melanie Perrin, Manager of Public Safety Operations
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Email: mperrin@rdffg.bc.ca



TENDERER CHECKLIST

Before submitting your Tender, check the following points:

- Have you submitted the Acknowledgement Letter?
- Has the Tender Form been signed and witnessed?
- Has the List of Sub-Contractors been completed?
- Has the Tenderer's Experience in Similar Work been completed?
- Has the Schedule of Prices been completed?
- Has a Start to Completion Workplan been included?
- Has a completed and signed Appendix A – Conflict of Interest Disclosure Statement been included?
- Are all amendments and/or addenda, if any, included and signed?
- Is the tender submission complete?
- Have you included three (3) complete copies of your tender submission?
- Is the submission enclosed in a **sealed** envelope?
- Are both the tender submission envelope and the courier envelope (if sending by courier) labelled fully?

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

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
3rd Floor, 155 George Street
Prince George, BC V2L 1P8
- INVITATION TO TENDER CS-19-04
SUPPLY AND INSTALLATION of ANTENNA TOWER
- Tenderer's name and address



TENDER FORM

Date: _____

Regional District of Fraser-Fort George
3rd 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, the Sample Contract, Scope of Work and Specifications, subsequent written amendments or addenda (if any), and having satisfied myself/ourselves as to the sufficiency of the tender, the undersigned agrees to furnish all labour, transportation, equipment, 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 considered for the Total Contract Price as shown on the Schedule of Prices, the Total Contract Price is open for acceptance for sixty (60) 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 Total Contract Price 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 sub-contractor(s) employed will be as listed on the List of Sub-Contractors 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 fourteen (14) days from the date of the acceptance notice I/we will enter into a contract for the Total Contract Price. The form of contract will be similar to the sample contract in Appendix B.

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 hereby acknowledge receipt and inclusion of the following addenda to the ITT Documents:

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Addendum No. _____ dated: _____ Addendum No. _____ dated: _____

Signed and Delivered by:

Authorized Signatory Signature

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



LIST OF SUB-CONTRACTORS

The Contractor advises that they will be sub-contracting the following parts of the work to the sub-contractor(s) listed below. In the Contractor's opinion, the sub-contractor(s) named are reliable and competent to perform that part of the work for which each is listed. Please indicate not applicable on this page if sub-contractors are not required and include it with your tender submission. The sub-contractors named in the List of Sub-Contractors will not be changed nor will additional sub-contractors be employed except with the written approval of the Regional District.

Sub-Contractor's Legal Name	Work to be Performed by Sub-Contractor



TENDERER'S EXPERIENCE IN SIMILAR WORK

(A minimum of three references)

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

SCHEDULE OF PRICES

The Total Contract Price submitted below reflects the full cost (taxes must be shown separately), for the work as specified in ITT CS-19-04.

Supply, construction, installation and warranty of antenna tower (Transmission Line Bridge to be shown separately below)	\$
Other (please specify):	\$
Taxes Payable:	\$
CONTRACT PRICE (not including Transmission Line Bridge):	\$
Transmission Line Bridge (based on specifications contained herein)	\$
Taxes Payable for Transmission Line Bridge:	\$
TOTAL CONTRACT PRICE (including Transmission Line Bridge):	\$

Are you a GST Registrant? Yes No If yes, Registration No.: _____

If NO, please complete the following:

Supplier qualifies as a small supplier under s. 148 of the legislation Yes No

WorkSafeBC Registration Number: _____

Work Completion Date: _____

Response time in emergency situations: _____

Response time in non-emergency situations: _____

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Email

Date



APPENDIX A – CONFLICT OF INTEREST DISCLOSURE STATEMENT

**Request for Proposals CS-19-04
Supply and Installation of Antenna Tower**

Tenderer's Name: _____

The tenderer, including its officers, employees, and any person or other entity working on behalf of, or in conjunction with, the tenderer 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 tenderer 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 reasons(s) for Conflict of Interest:

By signing below, I certify that all statement 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 B – SAMPLE CONTRACT

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:

THE CONTRACTOR

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

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the Contractor and the Regional District hereto 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 the project entitled "Invitation to Tender CS-19-04 Supply and Installation of Antenna Tower" and
 - (b) Commence to actively proceed with the work of the Contract once the Contract has been executed, project to be **completed by** to be determined.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$ to be determined (plus applicable taxes) in Canadian funds, at the times specified in the contract documents. Payment will be made within 30 days of receipt by the Regional District of a proper invoice for the work in accordance with the Contract. The Regional District may, in its sole discretion hold back payment(s) otherwise due to the Contractor, on account of deficient work. This holdback may be held, without interest, until such deficiency is remedied. The items of deficiency and the amounts of related holdback shall be listed by the Regional District and notice given to the Contractor within seven (7) days of receipt of invoice.
3. Invitation to Tenderer (ITT) CS-19-04, including all appendices, figures, and addenda if any, the tenderer's bid submission, including the completed Tender Form; List of Sub-Contractors; Tender's Experience in Similar Work; Schedule of Prices; Start to Completion Workplan; Conflict of Interest Disclosure Statement; and any additional information that the tenderer provides, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will enure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.
4. The Contractor, by signing this Contract and by completing Appendix A, Conflict of Interest Disclosure Statement, further affirms that no conflict of interest exists or prevents their entering into this Contract.
5. In the event of a dispute between the Regional District and the Contractor, this Contract will be governed by, and will be construed and interpreted in accordance with, all the laws of the Province of British Columbia.

- 6. The Contractor will adhere to the warranty conditions outlined in the ITT and the Contractor's tender submission and as outlined in section 7 below.
- 7. The warranty provisions are as follows:
 - a. *To be completed based on the ITT and the Contractor's tender submission.*
- 8. 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.
- 9. Subject to Section 8, 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.
- 10. 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 Project 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.
- 11. The Contractor is to coordinate all parts of this Contract as indicated in Appendix C - Scope of Work & Specifications. Where it is beyond control of the Contractor to meet the completion date as stipulated herein, the Contractor must immediately notify the Regional District in writing. It shall be at the Regional District's sole discretion to extend the completion date or waive any part or clause of this Contract.

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)
THE CONTRACTOR)
DO NOT SIGN SAMPLE ONLY)
_____)
Signature) Date _____)
)
_____)
(Name and Title) (Please print))
)
DO NOT SIGN SAMPLE ONLY)
_____)
Signature) Date _____)
)
_____)
(Name and Title) (Please print))

APPENDIX C – SCOPE OF WORK & SPECIFICATIONS

The Contractor will provide all labour, equipment, transportation, materials, supervision, and services to perform all of the work necessary to construct an antenna tower, including footings, foundation and transmission line bridge. The antennas and antenna transmission lines shown in Figure 1 are for design reference purposes only and shall not be supplied or installed as part of the Contract resulting from ITT CS-19-04. The supply and installation of the antennas and antenna transmission lines are not included in this ITT and will be installed by the Regional District as required. All required geotechnical work will be done by the Regional District and provided to the successful proponent. Proponents are **not** to include the cost for geotechnical work in their tender submission.

1. The Contractor is responsible for regularly scheduling the cleanup and disposal of all materials and debris generated by their activities during the course of the work.
2. The Contractor will not interfere with the day-to-day operations on the property or other work being conducted on the property while completing the work required.
3. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's equipment used or stored at the site.
4. The Contractor will exercise good public relations while fulfilling their responsibilities under the Contract and will ensure that their employees do the same.
5. The Contractor will ensure that workers have sufficient knowledge, skill and experience to properly and safely perform the work.

TOWER SPECIFICATIONS

General

Unless otherwise specifically stated, any references to the antenna tower shall include the complete installed tower structure including footings, foundation and transmission line bridge.

- a. The antenna tower shall be designed and constructed to provide a projected reliable, useable life of at least 50 years, based on normal, periodic preventative maintenance throughout the projected life of the tower.
- b. The antenna tower structure and all tower structure materials shall be hot galvanized steel construction.
- c. The concrete tower base, including footings and foundation shall be treated with a concrete sealant to prevent moisture penetration, and cracking during freezing weather conditions.
- d. The design, construction and installation, of the complete tower, which includes the tower structure, footings, foundation and other support structures shall as a minimum:
 - i. meet latest CSA standard CSA S37, based on all antennae and antenna transmission lines installed as detailed on Figure 1, plus **an additional 30% loading** to allow for future capacity;
 - ii. not exceed a twist and/or tilt of 0.4 degrees;
 - iii. be marked or painted to meet Canadian Obstruction Markings requirements;
 - iv. meet all Canadian Aviation Regulations (CARs) Standards Obstruction Markings 621.19, be certified; and
- v. all drawings shall be signed and sealed by a Professional Engineer, qualified in the design of large self-supporting tower structures.

Antenna and Antenna Transmission Line Physical Loading on the Tower

- a. The tower shall be designed, constructed, and installed based on supporting the antennas and antenna transmission lines as detailed in Figure 1, plus **an additional 30% loading** to allow for future capacity.
- b. Please note that the antenna locations and types are for tower design reference purposes only.
- c. Construction of the tower shall include pipe mounts for microwave dishes and corner reflector antennae, as well as for any other antennae listed on Figure 1 that cannot be directly clamped to the tower legs.

Height Above Ground Level

- a. The top of the tower shall extend 45 m (147.638 ft) above ground level.
- b. The height of the tower above ground shall exclude all top mounted antennas, all mountings for antennas, and lightning rods.

On Tower RF Transmission Line Guideways

- a. The tower shall include a transmission line (cable) guideway over the entire height of the tower, for attaching and routing the antenna transmission lines as specified in Figure 1, including space for 4 future additional lines.
- b. The transmission line guideways shall be permanently attached to the tower and shall be designed specifically to attach the RF transmission lines with stainless steel clamps and hangers.
- c. The guideways shall provide for vertical cable support mounting holes at intervals of no greater than 1m (3.28 ft), to prevent cable droop, or cable stretch caused by the natural weight of the cables over the entire height of the tower.
- d. The width of the guideway shall be sufficient to permit horizontal spacing of each transmission line to the next so that each line can be independently removed and installed without affecting the installation of the other lines.
- e. The outdoor ethernet cables may be replaced with elliptical wave guides depending on microwave radio selection.
- f. The Contract excludes all clamps and hangers for securing the cables to the guideway.

Tower Climbing Provisions

- a. The tower shall be supplied complete with a permanently attached ladder and fall arrest cable or rail system that meets all CSA and WorkSafeBC standards for personnel safety, for climbing and working on the tower.
- b. Contractor to include 3 fall arrest cable slide/trollies.
- c. CSA/WorkSafeBC approved personnel climbing provisions shall be installed on the tower in such a way as to avoid interference with the cable guideways and prevent inadvertent damage to the cables or antenna systems on the tower by personnel using the equipment.

Transmission Line Bridge

Note: The transmission line bridge is a tentative design as the building site has not been designed or constructed as of the date of release of this ITT. Price of the transmission line bridge is shown as a separate line item on the Schedule of Prices.

- a. The tower shall be supplied and installed complete with a transmission line bridge between the tower structure and the equipment building for supporting and protecting RF transmission lines routed from the tower to the communications equipment building. Tentative length of transmission line bridge is 3.65 m (12 ft).
- b. The transmission line bridge shall be designed and installed to be able to support and protect all antenna RF transmission lines specified in Figure 1, as well as additional lines for future capacity.
- c. The outdoor Ethernet cables may be replaced to elliptical wave guides depending on microwave radio selection.
- d. The transmission line bridge shall follow a straight line from the tower to the exterior wall of the communications equipment room in the building and be located immediately above the RF antenna transmission line entrance ports (wave guide ports).
- e. The design and location of the transmission line bridge shall enable all antenna RF transmission lines to be routed directly into the interior of the equipment room, through the wave guide ports with a simple drip loop outside of the building and without requiring a tight radius or complicated cable routing from the transmission line bridge to the building.
- f. Tentative design is for the top of the transmission line bridge to be 2.75 m (9 ft) above ground level.
- g. The transmission line bridge shall include provisions for securing the antenna RF transmission lines individually with stainless steel or other suitable non-corrosive clamps and hangers at intervals of not greater than 30 cm (12 in) over the entire length of the transmission line bridge.
- h. The width of the transmission line bridge protective cover shall be sufficient to permit the transmission lines to be horizontally spaced under the bridge in a way that permits each transmission line to be removed and installed without affecting the installation of the other lines.
- i. The transmission line bridge shall meet the same wind and ice loading requirements as the tower.

Tower Electrical Grounding

- a. The Contractor shall supply and install all grounding for the tower. The grounding shall meet the BC electrical code and shall comply with Motorola R56 – Chapter 4 External Grounding (Earthing) specifications (Motorola Standards and Guidelines for Communications Sites, 2005).
- b. The tower grounding will consist of a circular ground ring around the tower with 2.4 m (8 ft) ground rods connected to the ground ring conductor at 3 m to 4.6 m (10 ft. to 15 ft.) intervals.
- c. Ground rings shall be installed in direct contact with the earth at a depth of 1.2 m (4 ft) below the earth's surface, or below the frost line, whichever is deeper.
- d. The ground ring shall be bonded separately to each tower leg.
- e. From the ground ring, 5 radial grounds 7.6 m (25 ft) in length shall be installed

- f. The conductors shall be buried at a depth of 1.2 m (4 ft) below the earth's surface, or below the frost line, whichever is deeper.. See Motorola Standards and Guidelines for Communications Sites (2005), RF56, 4.4.1.6 EXTERNAL BUILDING AND TOWER GROUND RING and 4.4.1.7 RADIAL (COUNTERPOISE) GROUNDING CONDUCTORS.
- g. In all cases the ground connection shall be with #1 AWG minimum stranded copper wire. The wire shall be securely bonded at each end using listed irreversible high-compression fittings.
- h. The ground connections to the tower and the transmission line bridge, including the transmission line bridge supports, shall be via proper copper-bronze electrical connectors that are attached to the steel structure with threaded stainless steel or copper-bronze bolts, lock washer and nuts.
- i. The Contractor shall supply and install a tower ground bus and connect it to the tower grounding system. The ground bus shall be mounted on the tower near the transmission line bridge for ground connections to the antenna lines before they leave the tower to the transmission line bridge.
- j. Two ground wires will be connected to the tower ground system and left above ground for future connection to the building ground system.
- k. The actual routing of the site grounding system will be determined between the Contractor and the Regional District Project Manager or designate as part of the final design approval process.

SITE COMMISSIONING AND ACCEPTANCE

The commissioning procedure shall clearly demonstrate that the tower is constructed and installed in full compliance with the Contract prior to acceptance by the Regional District.

WARRANTY

Terms and Conditions

- a. Contractor to provide a minimum one-year, all-inclusive warranty for: design; materials; equipment; parts; labour; construction; installation; and include regular service and maintenance for the first year. Warranty to begin as of date of acceptance by the Regional District.
- b. All written quotes shall clearly state the detailed terms and conditions of the warranty offered.
- c. Tenderers shall clearly state all special provisions, unique terms and conditions, and related costs to warranty the design, construction, and installation on the Schedule of Prices in "Other" if warranty exceeds the minimum shown above, otherwise warranty cost will be taken to be included in the Contract Price on the Schedule of prices.

Service and Maintenance During Warranty Period

- a. Tenderers shall clearly state on the Schedule of Prices their maximum response time to be on-site to correct problems where an emergency exists, for critical tower structure issues, or for safety related concerns.
- b. Tenderers will also provide on the Schedule of Prices their maximum response time to be on-site to correct non-emergency situations.

DOCUMENTATION TO BE SUPPLIED BY CONTRACTOR

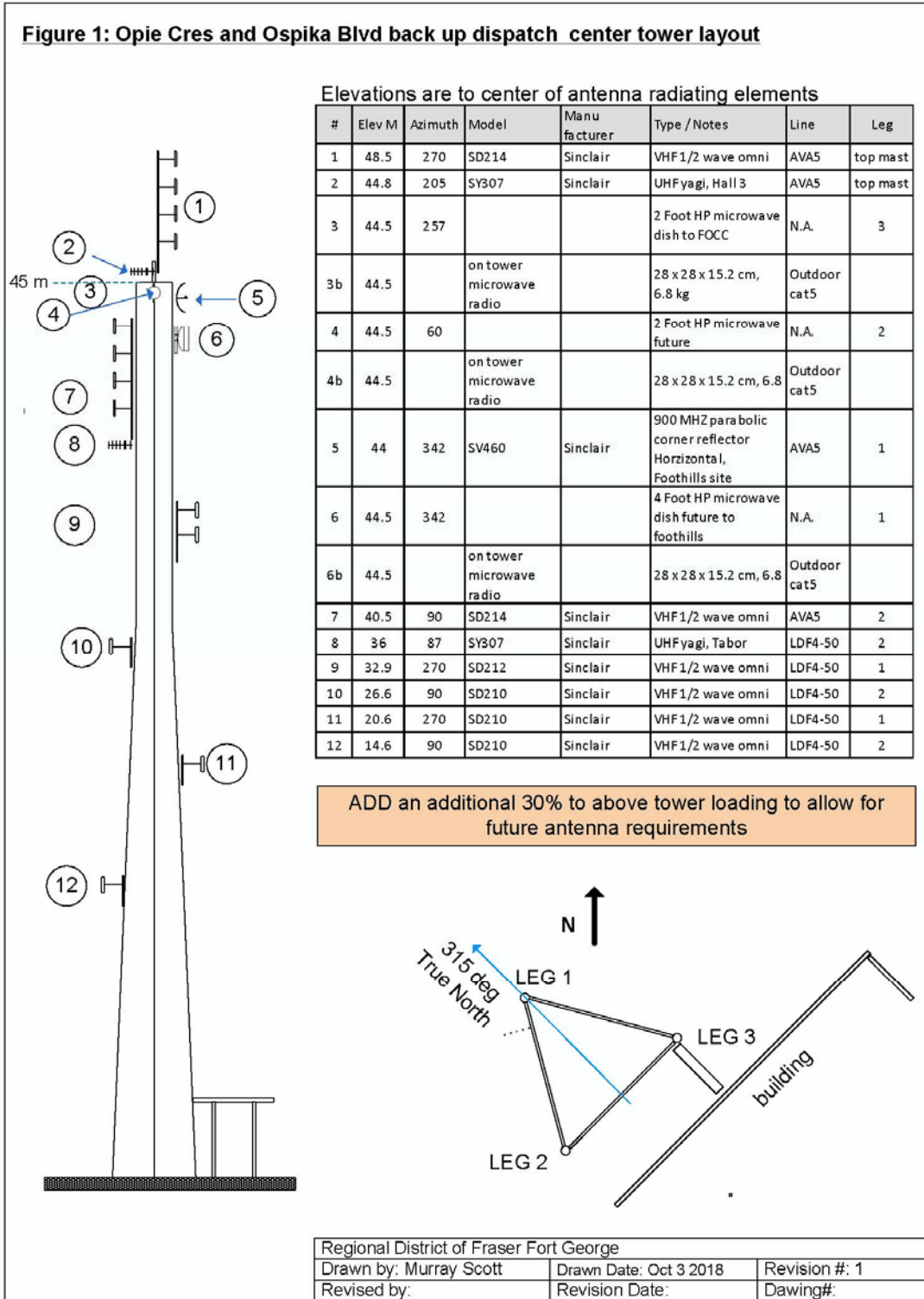
Pre-Ordering and Pre-Construction/Installation Approval Documentation

- a. The Contractor shall provide detailed drawings of the location and configuration of the transmission line bridge as part of the final design approval process.
- b. The Contractor shall supply one hard copy and one electronic copy (format to be determined by the Regional District) of pre-order and pre-construction/installation drawings/schematics for the tower, foundation, footings, and grounding system.
- c. The documentation shall be used by the Regional District for approval of various aspects of the tower construction and installation prior to authorizing construction and installation by the Contractor.
- d. All structural design drawings shall be signed and sealed by a Professional Engineer registered with the Association of Professional Engineers of British Columbia.

As Built Drawings and Documentation

- a. The Contractor shall supply at least two complete hard copy sets and one electronic copy (format to be determined by the Regional District) of as built construction documentation (drawings, schematics, etc.) of the tower, foundation, footings, and grounding system.
- b. As built drawings for the project shall include those that clearly show where the below ground conductors and ground rods are located.
- c. As built drawings shall show the type of cable guideway, and capacity of all guideway provisions.
- d. All documentation shall be complete and unabridged and shall be in a bound or 3-ring binder manual format.
- e. All documentation, drawings, and schematics provided by the Contractor to the Regional District become the property of the Regional District.

FIGURE 1
TO APPENDIX C





APPENDIX D – SITE LOCATION

