



**REGIONAL DISTRICT  
of Fraser-Fort George**

**INVITATION TO TENDER  
ES-21-06**

**SUPPLY AND INSTALL OF  
THREE CARDBOARD COMPACTORS**

- Date Issued:** April 8, 2021
- Closing Location:** Regional District Office  
3<sup>rd</sup> Floor, 155 George Street,  
Prince George, BC V2L 1P8
- Closing Date and Time:** **Monday, April 26, 2021**  
**10:00 am (Pacific Standard Time)**  
**No Public Opening**
- General Inquiries:** Email Rachael Ryder ([rryder@rdffg.bc.ca](mailto:rryder@rdffg.bc.ca))
- Note:** Late submissions will not be considered

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## 1.0 INVITATION AND INSTRUCTIONS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites tenders for the supply and install of three cardboard compactors, at Regional District Transfer Stations in Mackenzie, McBride and Valemount.

- McBride Regional Transfer Station and the Valemount Regional Transfer Station both currently have twenty-year-old cardboard compactors that need to be replaced
- Mackenzie Regional Transfer Station will have a new cardboard compactor installed
- Two additional roll-off compactor containers are required as swing bins, to allow for servicing these three sites

### 1.1 Tender Documents

Invitation to Tender Documents may be obtained on, or after, April 8, 2021 as follows:

- a) in a PDF (public document format) file format from the Regional District's website at [www.rdffg.bc.ca](http://www.rdffg.bc.ca);
- b) on the BC Bid@ website at [www.bcbid.gov.bc.ca](http://www.bcbid.gov.bc.ca);
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC **by appointment only**, between 8:00 a.m. and 5:00 p.m., Monday to Friday, excluding statutory holidays. The cost for each hard copy tender package is five dollars (\$5) (GST included) and is non-refundable.

All subsequent information regarding this Invitation to Tender (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 document, the Tenderer will be deemed conclusively to have been in possession of a full set of the ITT documents.

Inquiries relating to this ITT must be made in writing by email to:

#### General Inquiries:

Rachael Ryder, Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8  
Phone: (250) 960-4400  
Email: [ryder@rdffg.bc.ca](mailto:ryder@rdffg.bc.ca)

### 1.2 Tender Submissions and Closing Date

The Regional District will accept tenders submitted by direct delivery to the Regional District main office. All tenders must be submitted to the Regional District's General Manager of Financial Services by 10:00 a.m. (local time) Monday, April 26, 2021.

Two (2) complete copies 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):

1. Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
2. Invitation to Tender, ES-21-06  
Supply and Install of Three Cardboard Compactors
3. Responding Tenderer's name and address.

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.

Tenders submitted by fax, electronically or not in original Regional District format will **NOT** be accepted. Any tender received after the closing date and time will be considered disqualified and will be returned to the Tenderer.

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

The Regional District will not be responsible for any costs incurred by tenderers as a result of the preparation or submission of a tender pertaining to this ITT. The accuracy and completeness of the tender is the tenderer's responsibility. Should errors in a tender be discovered, the tenderer shall be solely responsible for any additional costs incurred by that tenderer in the performance of the work and shall be solely responsible to correct any deficiencies or errors in that tender at their expense.

### 1.3 Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer is requested to complete and sign the Acknowledgement Letter and mail or email the signed Acknowledgement Letter to Rachael Ryder, at [ryder@rdffg.bc.ca](mailto:ryder@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 their tender may be disqualified if it is incomplete or non-compliant as a result of the tenderer's failure to acknowledge receipt of an addendum in accordance with this ITT, or as a result of the tenderer's failure to comply with the requirements of an amendment or addendum to this ITT.**

### 1.4 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 tenderer. 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 tenderer, 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 tenderer 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 respondent is required to complete, sign, and include with their proposal a Conflict of Interest Disclosure Statement (page 16).

The Regional District reserves the right to reject any tender submitted by a tenderer who is, or whose principals are, at the time of tendering, engaged in a lawsuit against the Regional District in relation to work similar to that being tendered.

#### 1.5 Claims for Compensation

No tenderer shall have any claim for compensation of any kind whatsoever as a result of participating in this ITT.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a tender, a tenderer agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Tenderer in preparing their Tender for matters relating to this ITT or in respect of the competitive tender process, and the Tenderer, by submitting a tender, waives any claim for loss of profits if a contract is not entered into with the Tenderer.

#### 1.6 Proof of Ability

A Tenderer will be competent and capable of supplying the product. The Regional District may request proof of ability.

#### 1.7 Discrepancies or Omissions

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 to Rachael Ryder, [ryder@rdffg.bc.ca](mailto:ryder@rdffg.bc.ca). Upon receipt of the written request for clarification, Ms. Ryder will send written instructions or explanations to all parties registered as having returned the Acknowledgement Letter. 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. Ryder in accordance with this provision.

**NOTE: The last day that requests for clarification or inquiries may be made is Tuesday, April 20, 2021 at 3pm (local time) in order that addenda, if necessary, are issued in time for all tenderers to complete their submission and have it delivered to the Regional District office prior to the closing time and date of the ITT.**

1.8 Examination of Contract Documents

The Tenderer shall be deemed to have satisfied themselves as to the sufficiency of the tender for the product and the prices stated on the Tender Form. These prices shall cover all their obligations under the Tender, and all matters necessary for the proper supply of the product.

**2.0 TENDER FORMAT**

Tenderers are asked to respond in the manner outlined below and submit **two (2) 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 12 through 16:
  - Tender Form: to be completed, signed, and witnessed
  - Specification Sheet to be completed
  - Goods and Services Tax Information
  - Conflict of Interest Disclosure Statement
- b. Additional information that the tenderer may choose to provide.
- c. All amendments and addenda, if any, issued for this ITT. Each amendment and addendum must be signed by the tenderer and included with the tender and will form part of the tender and contract documents.

**3.0 CONTRACT**

3.1 Award of Contract

A contract for ES-21-06 Supply and Install of Three Cardboard Compactors is anticipated to be awarded at the Regional Board meeting on May 20, 2021. 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 Regional District intends to award the Contract to a Tenderer who most closely meets the conditions and specifications herein for the most desirable installation timeline and price.

The Regional District reserves the right to disqualify any tender that fails to meet any of the requirements or specifications herein.

The Regional District reserves the right not to proceed with the award of any contract resulting from this tender process.

3.2 Form of Contract

The Contract for supply and install of three cardboard compactors will be in the form of:

- the complete ES-21-06 tender documents, including any amendments or addenda;
- Contractor's Sales Agreement; and
- a Contract Agreement similar to the sample provided in the tender documents.

### 3.3 Contract Price

The Regional District shall pay to the Contractor, within thirty (30) days of receipt of an invoice from the Contractor, the amount owing for the Parts and Services performed to the date of the invoice.

Where the Regional District has established a milestone date for the performance or completion of certain of the Services, and the Contractor has not completed the Services in accordance with the milestone date, then the Regional District shall not be obligated to pay the Contractor under this section until the Contractor has completed the milestone event.

Where the Regional District is not satisfied with the Services provided by the Contractor, the Regional District may suspend payment in an amount sufficient to protect itself against loss on account of the failure to provide the Services or claims against the Regional District by other persons.

### 3.4 Timeline

April 8, 2021	Tender documents available
April 26, 2021	Tender opening and analysis at Regional District
May 20, 2021	Submitted to Regional Board for Award

## 4.0 **INSURANCE AND WARRANTY**

### 4.1 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. Where the Contractor requires the use of automobiles to undertake the work of the Contract, the Contractor will have the following:
  - a. Automobile Liability on all vehicles owned, operated, or licenced in the name of the Contractor in an amount not less than \$2,000,000 per occurrence.
  - b. Non-owned Automobile Liability insurance in an amount not less \$2,000,000 per occurrence.

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

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

4.2 Cardboard Compactor Equipment Warranties

Contractor must list the standard warranties applicable to the equipment which is included in the tender price(s), and document additional or extended warranties that are available together with any special provisions and applicable costs.

4.3 Manufacturer's Insurance

The Contractor will provide evidence satisfactory to the Regional District that sufficient insurance has been obtained to protect the Regional District's direct investment in the event the compactors are damaged or destroyed prior to delivery.

**5.0 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 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.

**6.0 WORKSAFEBC**

The Contractor shall abide by all provisions of the Workers Compensation Act and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Contractor must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming all assessments have been paid and the Contractor is in good standing.

**7.0 OCCUPATIONAL HEALTH AND SAFETY**

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

**The Contractor must prepare a COVID-19 safety plan for adherence to during the COVID-19 pandemic in accordance with the provincial WorkSafeBC. A copy will be submitted to the Regional District prior to commencing the Work.**

**8.0 FORCE MAJEURE**

Where the Contractor's Services cannot be performed because of an act of God, an act of a legislative, administrative or judicial entity, an act of contractors other than contractors engaged directly by the Contractor, fire, flood, labour disturbance or unusually severe weather (collectively "Force Majeure"), then the obligations of the Contractor shall be suspended during the period of Force Majeure. The Regional District shall grant to the Contractor a time extension for performance of any milestone dates required as part of the Services as may be agreed with the Contractor or, if the Regional District and the Contractor are unable to reach Contract, as determined by the dispute resolution process under section 9 of this Contract. Where, as a result of Force Majeure, there is a material increase in the Contractor's cost of or the time required for the performance of the Services that is not offset by a decrease in cost, then the Regional District shall increase the amount of the



service fee payable to the Contractor under section 3.3 of this Contract, as may be agreed by the Contractor, or as determined under section 9 of this 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, then it shall compensate the Contractor in accordance with section 3.3 of this Contract.

## **9.0 DISPUTE RESOLUTION**

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of Services under this Contract, 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.

## **10.0 OWNERSHIP 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 propriety information. Tenderers 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 tenderers, upon request by a tenderer, subject to the *Freedom of Information and Protection of Privacy Act*.

**ACKNOWLEDGEMENT LETTER**

The undersigned has received a full set of ITT ES-21-06 Supply and Install of Three Cardboard Compactors 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 email to:

Rachael Ryder, Waste Diversion Program Leader  
Regional District of Fraser-Fort George  
155 George Street  
Prince George, BC V2L 1P8

Fax: 250-562-8676 / Email: [rryder@rdffg.bc.ca](mailto:rryder@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?
- Has the Goods and Services Tax Information been completed?
- Has the Specification Sheet been completed?
- Has the Conflict of Interest Disclosure Statement been completed?
- Are all amendments and/or addenda, if any, included and signed?
- Have you included two (2) complete copies of your tender submission?
- Is the submission enclosed in a fully labelled **sealed** envelope?
- Are the tender submission envelope and the courier envelope both labelled fully?

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

Two (2) complete copies of your Tender must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the tender, as well as on the outside of the courier envelope/box (if sending by courier):

- Attention: General Manager of Financial Services  
Regional District of Fraser-Fort George  
3<sup>rd</sup> Floor, 155 George Street  
Prince George, BC V2L 1P8
- Invitation to Tender ES-21-06  
Supply and Install of Three Cardboard Compactors
- Tenderer's name and address

**TENDER FORM**

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

ATTENTION: General Manager of Financial Services

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 F.O.B. to each facility and shall be good for duration of 90 days from date of tender opening:

A. Supply and install three cardboard compactors and three roll-off compactor containers, subject to all terms and conditions outlined in the Specification Section herein.

- |   |                   |                     |
|---|-------------------|---------------------|
| a. Supply, deliver & install at Mackenzie | Price (excl Tax): | \$ _____            |
| b. Supply, deliver & install at McBride   | Price (excl Tax): | \$ _____            |
| c. Supply, deliver & install at Valemount | Price (excl Tax): | \$ _____            |
| <b>Total Price (a+b+c)</b>                |                   | <b>\$ _____ (A)</b> |

B. Supply and deliver two additional roll-off compactor containers to 8545 Willow Cale Rd, Prince George.

**Total Price (excl Tax): \$ \_\_\_\_\_ (B)**

Subtotal (A+B) \$ \_\_\_\_\_ (C)

GST on subtotal: \$ \_\_\_\_\_ (D)

PST on subtotal: \$ \_\_\_\_\_ (E)

**Total Tender Sum (C+D+E) \$ \_\_\_\_\_**

State estimated delivery date \_\_\_\_\_

State estimated installation date \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

**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

## SPECIFICATION SHEET

We understand the difficulty of designing a specification sheet that conforms to all of the different manufacturer's specifications. As a result, we have included a column for the Tenderer to confirm compliance with the specification or specify variations. This column **must be completed and submitted** and will be a factor in determining the successful Tenderer.

<b>STATIONARY COMPACTOR UNIT</b>		
<b>ITEM</b>	<b>SPECIFICATION</b>	<b>SUPPLIED (or variation) Indicate Yes or No or Specify Variation</b>
Motor	Single phase	
	10 horsepower, 230 volt(minimum)	
	Single phase motor start engagement system	
Performance	Wide temperature hydraulic fluid	
	Oil heater with thermostat	
	Minimum operating force of 200 kN	
	Minimum ram face pressure of 180 kN	
	Minimum hydraulic pump capacity of 45 L/minute	
Hopper	1.5 cubic metre capacity	
	Enclosed doghouse	
	Side door to doghouse	
	Interlock safety switch on door	
Control Panel	Remote control panel	
	Locking	
	Emergency stop switch	
	Weather proof	
	Capacity warning lights / indicators	
	Multi-cycle timer	



<b>ROLL-OFF COMPACTION CONTAINER</b>		
<b>ITEM</b>	<b>SPECIFICATION</b>	<b>SUPPLIED (or variation) Indicate Yes or No or Specify Variation</b>
General	Octagon or curved wall shape	
	Maximum length of 7442 mm	
	Minimum volume of 30 cubic metres	
	Maximum volume of 40 cubic metres	
Structure	Steel construction	
	Minimum floor plate thickness – 7 gauge	
	Minimum wall plate thickness – 12 gauge	
	Ground rollers	
Colour	Recycle Blue	
Manual	Training documents, user guide, safety manual, maintenance schedule	
Warranty	Manufacturer's warranty	

**Location and Site Details**

<b>FACILITY</b>	<b>STATIONARY COMPACTOR UNIT</b>	<b>ROLL-OFF COMPACTION CONTAINERS</b>
New install for the Mackenzie Regional Transfer Station (200 km north of Prince George)	1	1
Replacement of existing cardboard compactor at the McBride Regional Transfer Station (200km east of Prince George)	1	1
Replacement of existing cardboard compactor at the Valemount Regional Transfer Station (300km east of Prince George)	1	1
Two additional roll-off compaction containers (swing bins) delivered to Prince George	0	2
<b>TOTAL</b>	<b>3</b>	<b>5</b>

**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**PROCUREMENT PROCESS**

ES-21-06 Supply and Install of Three Cardboard Compactors

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

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

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



## **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:

**Company**  
a company duly incorporated under the laws of British Columbia  
and having a place of business at:  
*Street Address*  
*City, Province, Postal Code*

(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 materials, labour, supervision and equipment and perform all work, and fulfil everything as set forth in and in strict accordance with the Contract Documents for the project entitled "Supply and Install of Three Cardboard Compactors" Contract ES-21-06 and;
  - (b) Install date – prior to August 31, 2021
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, \$ TBD (plus applicable taxes) in Canadian funds. Payment will be made within 30 days of receipt by the Regional District of a proper invoice for the new compactors and installation 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 must be listed by the Regional District and notice given to the Contractor within seven (7) days of receipt of an invoice.
3. The Instructions to Tenderers, executed Tender Form, Conflict of Interest Disclosure Statement, Contract Agreement, Suppliers Sales Contract, and all addenda 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 the 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 Contractor's proposal submission and as outlined in section 7 below.
- 7. The warranty provisions are as follows:
  - a. *to be completed based on the Contractor's proposal 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 Contracts made herein by the parties hereto are and will be the only contract, covenants and Contracts on which any rights against the Regional District may be founded.
- 9. Subject to Section 8, this Contract will supersede all communications, negotiations, and Contracts, 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 General Manager of Environmental Services of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:
 

*Contractor Name and Address*

Petra Wildauer, General Manager, Regional District of Fraser-Fort George at 155 George Street, Prince George, BC V2L 1P8.
- 11. 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 must 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 )  
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) )