



**REGIONAL DISTRICT
of Fraser-Fort George**

INVITATION TO TENDER ES-16-12

**SUPPLY AND INSTALL
OF ONE AUTOMATED VEHICLE ACCESS GATE
155 GEORGE STREET**

Regional District of Fraser-Fort George
155 George Street, Prince George, BC V2L 1P8
Telephone 250-960-4400 / Toll Free 1-800-667-1959 / Fax 250-562-8676
<http://www.rdffg.bc.ca>

TABLE OF CONTENTS

INVITATION TO TENDER 3

 Acknowledgement Letter 4

 Closing Date and Opening of Tenders 4

 Tender Submissions 4

 Regional District's Right to Reject Tender 4

 Claim for Compensation 5

 Proof of Ability 5

 Discrepancies or Omissions 5

 Tender Format 5

 Prices Tendered & Specifications 6

 Tender Evaluation Process 6

 Examination of Contract Documents 6

 Award of Contract 6

 Timeline 7

 Ownership of Tenders and Freedom of Information 7

ACKNOWLEDGEMENT LETTER 8

TENDER FORM 9

GOODS AND SERVICES TAX INFORMATION 10

SAMPLE CONTRACT AGREEMENT 11

TERMS & CONDITIONS 13

 1. START AND DURATION OF CONTRACT 13

 2. LICENSES AND PERMITS 13

 3. INSURANCE 13

 4. WORKSAFEBC 13

 5. INDEMNITY 13

 6. DAMAGE TO EXISTING PROPERTY OR FACILITY 14

 7. PAYMENT 14

 8. WARRANTY 15

 9. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES 15

 10. PROVISIONS FOR TERMINATION OR SUSPENSION OF CONTRACT 15

 11. RIGHTS OF WAIVER 15

 12. SEVERABILITY 15

CURRENT SET UP AND MEASUREMENTS 16

INVITATION TO TENDER

The Regional District of Fraser-Fort George, (the “Regional District”) invites tenders for the Supply and Install of one Automated Vehicle Access Gate at the Regional District office at 155 George Street in Prince George, BC. The Regional District is looking to install an automated gate, replacing the current swing gate, in order to allow authorized access only to the Regional District property off of Dominion Street. The gate will ensure a safe and secure environment for employees and property.

One (1) complete copy of your Tender must be submitted in a sealed package marked “**ITT ES-16-12 Supply and Install of one Automated Vehicle Access Gate – 155 George Street**” 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 Friday, July 22, 2016**. The responding organization or individual must also have their name, full mailing address, Tender number and description clearly marked on the outside of the Tender envelope **as well as** on the outside of the Courier envelope if being sent by courier. Tenders will be opened in public at 2:15 p.m. on Friday, July 22, 2016, 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 (“ITT”). Any tender received by the Regional District that is unsigned will be rejected.

Tender documents may be obtained on, or after, Tuesday, July 5, 2016:

- a) in a PDF (public document format) file format from the Regional District’s website at www.rdffg.bc.ca;
- b) on the BCBid® website at www.bcbid.gov.bc.ca; or
- c) in hard copy from the Regional District Service Centre, 155 George Street, Prince George, BC, between 8:00 a.m. and 5:00 p.m. Monday to Friday, excluding statutory holidays. The cost for each hard copy Invitation to Tender is ten dollars (\$10.00), GST included, and is non-refundable.

A Mandatory Site Meeting will be held for all prospective tenderers. The meeting is scheduled for 2:00 p.m. on Monday July 11, 2016 at the Regional District office at 155 George Street. Tender submissions received from any Tenderer who did not attend the mandatory site meeting will be rejected.

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

The lowest, or any tender, will not necessarily be accepted. The Regional District reserves the right to accept or reject any or all Tenders. Tenders submitted by fax, electronically, or not in original Regional District format will **NOT** be accepted. Late tenders will not be accepted and will be returned, unopened, to the Tenderer.

For further information, please contact:

Bryan Boyes, Utilities Leader
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Phone: 250-960-4400 / Fax: 250-562-8676 / Email: bboyes@rdffg.bc.ca

Acknowledgement Letter

Upon receipt of this ITT, a potential tenderer will sign one copy of the Acknowledgement Letter and either mail or deliver a signed copy to the Regional District, or email, or fax a signed copy to the attention Bryan Boyes, Utilities Leader.

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.

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, 1st Floor, 155 George Street, Prince George, BC, not later than 2:00 p.m. local time on Thursday, July 21, 2016 to be opened in public on Friday, July 22, 2016 at 2:15 p.m. in the Regional District Office.

Tender Submissions

Tenderers will complete pages 9 through 13 and submit these pages in a **sealed envelope**. **The following information must be written on the outside of the sealed envelope containing the tender submission:**

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 ES-16-12
SUPPLY AND INSTALL OF ONE AUTOMATED VEHICLE ACCESS GATE – 155 GEORGE STREET
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.

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 be discovered, they will be corrected by the Tenderer at their expense.

Any Tender received after the closing date and time (Friday, July 22, 2016 at 2:00 p.m.) will be considered disqualified and will be returned unopened to the respondent.

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.

If a tender contains a defect, or fails in some way to comply with the requirements of this ITT, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect or accept the Tender.

The Regional District reserves the right to reject a tender based on potential or perceived conflict of interest.

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.

By submitting a tender, the Tenderer confirms that clauses a) and b) above are not applicable.

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.

Claim 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.

Proof of Ability

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

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, either by mail, fax, or email, clarification from Bryan Boyes. Upon receipt of the written request for clarification, the Regional District will send written instructions or explanations to all tenderers registered as having returned the Acknowledgement Letter. No responsibility will be accepted for oral instructions. Any work done after discovery of discrepancies, errors or omissions, will be done at the Tenderer's risk.

Tender Format

Tenderers are asked to respond in a similar manner and submit **one (1) complete copy** 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 9 through 10:
 - Tender Form: to be completed, signed, and witnessed.
 - Specification Sheet: to be completed.
- b) Additional information that the Tenderer may choose to provide.
- 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.**

Prices Tendered & Specifications

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 for the supply, delivery, Installation and commissioning of one automated vehicle access gate at 155 George Street pursuant to all terms and conditions outlined on the Specification Sheet herein, F.O.B. Prince George, BC and shall be good for the duration of ninety (90) days from the date of tender opening.

The work includes supply and installation of a new single piece automated entrance gate with security wire top, as well as removal of the old gates, at the rear entrance of the Regional Districts 155 George Street facility. The work shall include all ancillary equipment necessary for the work, including gate, controller, concrete mounting pad for controller, electrical work, access reader as well as testing and commissioning of the gate.

Access control will be provided through two security FOB readers suited to the FOB's currently used by Regional District staff (INDALA E8's). This will be tied through the Regional District's current security system, which is monitored by Curtis Elite Security.

Tender Evaluation Process

Evaluation of tenders will be 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	5%
b) Price	40%
c) Delivery Time	5%
d) Meeting Specifications	50%
<hr/>	
TOTAL 100%	

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.

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.

Award of Contract

The Contract is expected to be awarded no later than Monday, August 22, 2016. 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 this Tender to a Tenderer who most closely meets the conditions and specifications herein for the best value.

A purchase order issued to the Tenderer will indicate acceptance of their Tender. The purchase order together with the Tender documents forms the Contract.

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.

Timeline

July 5, 2016	Tender documents available
July 11, 2016	Mandatory Site Meeting
July 22, 2016	Tender opening and analysis at the Regional District
August 18, 2016	Recommendation to Board of tender submissions and awarding
August 22, 2016	Award Contract

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 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-16-12 Supply and Install of one Automated Vehicle Access Gate – 155 George Street.

Authorized Signatory Signature

Name of Tenderer

Name (Please print)

Address

Title

City, Province, Postal Code

Phone Number

Fax Number

Email

Date

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

Please return immediately to:

Bryan Boyes, Utilities Leaders
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8

Fax: 250-562-8676 / Email: bboyes@rdffg.bc.ca

TENDER FORM

All Prices as described in Prices Tendered & Specifications on Page 6.

Description:

Price of Unit	\$ _____
Labour (Install and start-up)	\$ _____
GST	\$ _____
PST	\$ _____
Total Tender Sum (excluding tax)	\$ _____

Estimated delivery date from date of award of ITT (August 19, 2016): _____

Signed, Sealed and Delivered by:

Name of Tenderer (Company) and
Corporate Seal

In the presence of:

Signature and Seal of Individual Tenderer
(Seal affixed before Signature)

(Witness to individual Tenderer or authorized
signing officers of Corporate Tender)

Address of Tenderer

GOODS AND SERVICES TAX INFORMATION

The following must be completed:

Supplier: _____
NAME

ADDRESS

CITY PROVINCE

POSTAL CODE PHONE NUMBER

FAX 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 Section 148 of the legislation
 - Other: Specify _____
- _____

SIGNATURE OF AUTHORIZED PERSON PRINT NAME

TITLE DATE

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, transportation, equipment, materials, supervision and services and perform all work and fulfill everything as set forth in, and in strict accordance with ES-16-12 (the "Contract") for the Supply and Install of one Automated Vehicle Access Gate at 155 George Street.
 - (b) Work is to be completed October 31, 2016.
2. The Regional District will pay to the Contractor, as full compensation for the performance and fulfillment of this Contract, the quoted total price of \$_____ (including taxes) in Canadian funds.
3. 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 contracts, covenants and agreements on which any rights against the Regional District may be founded.
4. Subject to Section 3, 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.

5. The Contractor is to coordinate all parts of this Contract. 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.
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 Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by courier as follows:

Contractor name and address

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

IN WITNESS WHEREOF the parties have duly executed this Agreement.

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

Chair

Date

Corporate Officer

Date

SIGNED ON BEHALF OF
CONTRACTOR

Authorized Signature

Date

(Name and Title) (Please print)

TERMS & CONDITIONS

1. START AND DURATION OF CONTRACT

The Contract becomes effective upon execution by both parties and will remain in force until midnight October 31, 2016. The Contract start and/or completion date may be extended at the Regional District's discretion.

2. LICENSES AND PERMITS

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

3. 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 \$3,000,000 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 \$2,000,000 per occurrence.
- iii. Non-owned Automobile Liability insurance in an amount not less than \$2,000,000 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.

4. WORKSAFEBC

The Contractor will use due care and take all 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 in this Contract, the Contractor will provide their WorkSafeBC number and will keep current all assessments required to be paid in relation to the contract amount. The Contractor will provide a clearance letter from WorkSafeBC to the Regional District prior to commencement of work.

5. 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 officers, agents, servants, and employees from and against all actions, claims, demands of any kind or description and all such actions, causes of actions, claims and demands recoverable by any third party from the Regional District or the property of the Regional District, 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, 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.

6. 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, their employees or sub-contractors, 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.

7. PAYMENT

Following completion of work, the Regional District will pay for 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.

The Regional District will inspect the work before making payment.

The Regional District may withhold 10% of the total payment due under the Contract for fifty-five (55) days, as a performance assurance holdback. The holdback will be released to the Contractor once the following three (3) conditions have been satisfied:

- a. The work has been completed to the satisfaction of the Regional District.
- b. The Regional District has received notification from WorkSafeBC that all required WorkSafeBC assessments have been paid for the period covering the contract term.
- c. The fifty-five (55) days performance assurance holdback has lapsed.

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 any 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 Price, the Contract Price amount 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.

No payment will be made for materials supplied by the Regional District.

8. WARRANTY

The Contractor will provide a minimum one-year warranty for all materials and work performed by the Contractor commencing upon project completion date as established by the Regional District and the Contractor.

9. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Project Manager or delegate will complete periodic inspections of the work and give the Contractor a copy of the inspection and/or any deficiencies, in writing.

Upon failure of the Contractor to perform the work in accordance with the specifications of this Contract, and after 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 it may have, correct such deficiencies. The cost of the work performed by the Regional District in correcting deficiencies will be paid by the Contractor or may be deducted from monies payable to the Contractor.

10. PROVISIONS FOR TERMINATION OR SUSPENSION OF CONTRACT

For unsatisfactorily performed work, the Contractor will, with written notice from the Regional District, have 24 hours to correct deficiencies. If not completed within 24 hours, the Regional District has the right to correct them at which time the Regional District has the right to withhold costs from payment to the Contractor. After three such written notices, the Contract will be terminated.

The Regional District will have the right to terminate the Contractor's right to continue with the work of the Contract if, at any time, the Contractor becomes bankrupt, makes an assignment of their property for the benefit of creditors, or if a receiver or liquidator should be appointed, and that such termination shall be effective upon the Regional District giving notice thereof.

11. RIGHTS OF WAIVER

A waiver of any breach or provision of this Contract 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.

12. 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.

CURRENT SET UP AND MEASUREMENTS

1. Current Setup closed. Looking from Dominion Street



2. Current Setup open, with measurements. Looking from Dominion Street.





3. Looking at open gate from inside parking lot.



4. Looking at open gate from Dominion Street.



Current Gate opening is 20' across and the gates are 7'2" tall with a 2'1" extension with security wire, which is what the new gate shall conform to.