

Project and/or File No. 2020-boden-0001

Chinook Community Forest

TENDER FOR:

Contract Name/Project: Boden Overstory Site Prep

Location: Grassy Plains  
Area

NAME OF BIDDER (the 'Bidder'):

Business Address:

Telephone Number:

FAX Number:

E-mail Address

GST Number:

**1. THE UNDERSIGNED BIDDER HAVING FULL KNOWLEDGE AND UNDERSTANDING OF:**

- (a) the nature and scope of the work described in the Tender Documents and the tools and equipment required to complete the services or work (the 'Work');
- (b) the contents of all of the tender documents issued by Chinook Comfor in respect of the Work, including any addenda (the 'Tender Documents'); and
- (c) the locality of the Work and the conditions of the geographical area within which the Work will be carried out (the 'Work Site'), having viewing the Work Site, if required.

**2. HEREBY OFFERS TO:**

- (a) undertake all Work and supply all materials, tools, equipment and labour necessary to perform the Work in strict accordance with the Tender Documents, the provisions of this tender (the 'Tender'), and at the rates and prices specified in this Tender, which rates and prices include all fees, expenses of any kind, cash allowances, contingencies and applicable taxes (including taxes paid or payable by the Bidder to a supplier during the performance of the Work under the Contract), but shall **exclude** Goods and Services Tax (GST) and any applicable Provincial Sales Tax (PST) that the Bidder is required to charge Chinook as a taxable transaction;
- (b) sign a contract for the Work, in the form included in the Tender Documents and submitted to us by Chinook Comfor (the 'Contract');
- (c) complete all Work to the satisfaction of Chinook Comfor in accordance with the Contract, Tender Documents and this Tender, including any schedules, specifications, maps or drawings, which form part of this Tender, the Tender Documents or the Contract;

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### 3. IN ACCORDANCE WITH THE FOLLOWING PROVISIONS:

- (a) This ***Tender is irrevocable for 30 days*** following the tender closing date.

***If the Bidder revokes this Tender within 30 days*** following the tender closing date, or fails to execute the Contract within the time period specified in the Contract award letter:

- i. any submitted bid bond or bid deposit shall be forfeited in whole or in part to Chinook Comfor of ; OR
  - ii. if no bid bond or bid deposit was required, Chinook Comfor may pursue any remedy available to it at law or in equity;
- (b) if required by the Tender Documents, a bid bond or bid deposit is enclosed with this Tender, in the amount and form specified in the Tender Documents;
- (c) if this Tender is accepted, the Bidder will provide the Chinook Comfor with any bonds, performance securities or proof of insurance coverage required in the Contract and Tender Documents;
- (d) the Bidder will ensure that each member of the workforce who will perform the Work in Canada under the contract is either a Canadian citizen, a permanent resident of Canada, or holds a valid employment visa from the Government of Canada;
- (e) any attachments to this Tender, including schedules, information on subcontractors, unit prices, timing of work, drawings and specifications are an integral part of this Tender, as if set out at length in the body of this Tender;
- (f) the Bidder is registered with the WorkSafe BC under Registration Number \_\_\_\_\_, or will provide Chinook Comfor with the Registration Number prior to signing the Contract;
- (g) If the Tender indicates the requirement for a Total Bid Price or alternatively a Total Estimated Bid Price on a unit-priced based tender, Chinook Comfor will rank submitted tenders from lowest priced to highest priced based on the Total Bid Price or the Total Estimated Bid Price stated on each tender. Chinook Comfor will:
- i. check each extended amount (the "Extended Amount") on the lowest priced Tender to ensure it is the correct product of the quantity and the price per unit (the "Price Per Unit"); and,
  - ii. check the Total Bid Price or alternatively the Total Estimated Bid Price to ensure it is the correct sum of the Extended Amounts.

Where the Extended Amount or the Total Bid Price or alternatively the Total Estimated Bid Price of the lowest priced Tender is incorrect, Chinook Comfor will:

- iii. for each and every incorrect Extended Amount, recalculate the incorrect Extended Amount by using the Bidder's Price Per Unit entered on the Tender; and,
- iv. will correctly recalculate the Total Bid Price or alternatively the Total Estimated Bid Price on the Tender using the corrected Extended Amounts; and,
- v. where the Total Bid Price or the Total Estimated Bid Price is no longer the lowest ranked Tender Chinook Comfor will put the Tender to one side as a remaining tender; and,
- vi. Chinook Comfor will then apply these conditions to the next lowest ranked Tender to the extent necessary until a Tender with the lowest price is finally determined.

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- (h) the Bidder hereby certifies that:
- i. the rates and prices in this Tender have been arrived at independent of any other bidder;
  - ii. the rates and prices in this Tender have not been knowingly disclosed by the Bidder, and will not be disclosed by the Bidder prior to contract award, directly or indirectly, to any other bidder or competitor;
  - iii. no attempt has been made, nor will be made, to induce any other person to submit, or not to submit, a tender, for the purpose of restricting competition; and
  - iv. non-compliance with the requirements of this certification will result in the disqualification of this Tender.
- (i) the Bidder hereby acknowledges receipt and inclusion of any addenda made to the Tender Documents:
- i. all addenda to the Tender Documents posted on Chinook Comfor website; or,
  - ii. where the Tender Documents were not posted on Chinook Comfor website, the following addenda. Failure to list and acknowledge receipt may result in rejection of the Tender:  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;  
Addendum No. \_\_\_\_\_, dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;
- (j) if requested by Chinook Comfor, the Bidder will provide either proof of signing authority or a notarized partnership declaration prior to signing the Contract.

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THIS TENDER has been signed by the Bidder, or if the Bidder is a company then by its duly authorized signatory or officers, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Signature of Bidder or Bidder's Authorized Signatory:

\_\_\_\_\_

\_\_\_\_\_  
Print or Type Name and Position of Bidder or Bidder's  
Authorized Signatory

TENDER OFFER FORM					
Tender Price Schedule					
(SHADED AREAS FOR CHINOOK USE ONLY – DO NOT MAKE CHANGES)					
Item No.	Item or Description of Work	Unit of Measurement	A Quantity	B Price Per Unit Excluding GST and PST as a taxable transaction charged to the Province	C Extended \$\$. <sup>¢¢</sup> Amount Excluding GST and PST as a taxable transaction charged to the Province (Include cents to the two decimal place.) (C = A x B)
1	Mechanicall knockdown and pile.	ha	160.0	\$	\$
All blocks	093E.100			\$	\$
Total Area					
Total Bid Price:					\$

**\*The road construction must be done to a “Short Term” road standard at a MINIMUM. A “Short Term” road is a road with the stumps removed and a bladed running surface. There may be elements of ditching and elevated grade, particularly around wet areas but these features are not continuous.**

**\*\* The number of culverts is an estimate only. If additional culverts are required then the price per unit (“B”) will be used to set the rate for the installation of these culverts. Contractor must have Ministry Representative approval for culvert installations**

### **Funding Limitation**

This contract is being advertised and potentially awarded prior to final confirmation of funding approvals. Bidders are hereby informed that the ministry reserves the right to amend and/or cancel works, and subsequently the contract.

Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province, during which payment becomes due.

**Option to Renew** The Contract contains an *'option to renew'* clause whereby the Ministry reserves the right to renew but is under no obligation to renew the Contract for a further Term of up to one year, to a maximum of three terms, subject to funding and satisfactory performance of the Contractor. As renewal is not assured, Bidders are cautioned to prepare their tender price on the basis of a single term contract only. Should the option-to-renew be exercised, the bid rate or bid price is expected to remain unchanged in the subsequent term unless, in the ministry's sole opinion, a negotiated rate change is warranted.

**\*Proof of Work Experience** (previously and satisfactorily completed a project of the same type and size as the one described in the Tender Documents)

Dates	Organization Work Done For	Nature of Work Performed	Number of hectares

**\*attach additional sheets if necessary**

**References:**

Reference #	Name and Organization	Phone #
1		
2		
3		

<b><i>WCB Clearance Letter</i></b>	Attach a Copy
<b><i>Safe Companies Certified Certifacate</i></b>	Attach a copy
<b><i>Fill in WCB Number</i></b>	