



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-24-17

CARETAKER SERVICES Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations

Date Issued: November 20, 2024

Closing Location: Regional District Office
3rd Floor, 155 George Street,
Prince George, BC V2L 1P8

Closing Date: December 5, 2024
2:00 p.m. (Pacific Standard Time)
No Public Opening

Inquiries: Email Darren Wahl at darren.wahl@rdffg.bc.ca

Note: Late submissions will not be considered

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INVITATION TO TENDER

PART A – INTRODUCTION

The Regional District of Fraser-Fort George (Regional District) invites tenders for **Caretaker Services for the Bear Lake, Summit Lake and McLeod Lake Regional Transfer Stations**.

The scope of work includes opening and closing the facility in accordance with the hours of operation, remaining onsite during hours of operation for sites that have defined hours outlined in tender document, maintaining the transfer station facility in a neat and orderly condition and ensuring that the facility is safe for users, maintaining informational signage, monitoring refuse loads and providing recycling and disposal advice to site users. Transfer Station facility services will be provided throughout the year.

The contract term is **January 1, 2025 to December 31, 2027**.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **November 20, 2024**;

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

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

It is the sole responsibility of the tenderer to ascertain that they have received a full set of Tender Documents. Upon submission of their bid, the tenderer will be deemed conclusively to have been in possession of a full set of Tender Documents (listed in Part B, Section 2.1).

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

To be considered, Tenders must be signed by an authorized signatory of the Tenderer. By signing the Tender, the Tenderer is bound to statements made in response to this ITT. Any Tender received by the Regional District that is unsigned will be rejected.

The lowest of any Tender will not necessarily be accepted. The Regional District of Fraser-Fort George reserves the right to accept or reject any or all Tenders.

TENDER SUBMISSION AND CLOSING LOCATION AND TIME:

The Regional District will accept Tenders submitted either by direct delivery (hand delivery, courier or by post/mail) or electronically to the Closing Location and Time as outlined below.

Tenders will be received by the General Manager of Financial Services at the Regional District of Fraser-Fort George, 3rd floor, 155 George Street, Prince George, BC (the "**Closing Location**") not later than **2:00 p.m.** local time on **December 5, 2024** (the "**Closing Date**") or by email to

purchasing@rdffg.bc.ca. There will not be a public opening for this Tender.

Tenders must be in English and must be submitted using the submission methods below.

For Tenders to be submitted by hard copy direct delivery:

The Closing Time for this Tender is **December 5, 2024 at 2:00 p.m.**

Two 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):

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-24-17**
Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations.
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be submitted Electronically, with Bid Security:

"Prince George Time" will be conclusively deemed to be the time indicated in the electronic timestamp the Tender receives upon delivery to the email address specified herein.

Other than the Security Deposit, Tenderers must submit all portions of their Tender by email in accordance with the following:

Subject of the file to be: ES-24-17 - Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations – (Insert Responding Tenderer's Name)

All emailed documents must be in PDF format and should be in one combined file. Tenderers should ensure that the files should not collectively exceed 30MB. Zip the files to reduce the size if needed.
Submitting the files via Drop Box, FTP, or similar programs, is not acceptable.

Tenders must be submitted to purchasing@rdffg.bc.ca. Other than the Security Deposit, do not deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

The Security Deposit must not be sent by email. The Security Deposit must 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 on or before the Closing Date. The Security Deposit must be submitted in a sealed envelope with the following information written on the outside of the envelope containing the security deposit, as well as on the outside of the Courier envelope if being sent 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, **ES-24-17**
Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations
3. Responding Tenderer's name and address

The Regional District does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any Tenderer:

1. for ensuring that any electronic email system being operated by or for the Regional District is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, cannot be received;
2. for errors, problems or technical difficulties with respect to a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender;
3. that a Tenderer's electronic transmission, including the transmission of an electronic copy of its Tender, is received by the Regional District of Fraser-Fort George in its entirety or within any time limit specified by this Tender.

PART B – INSTRUCTIONS TO TENDERERS

The Regional District of Fraser-Fort George, hereinafter referred to as the Regional District, invites Tenders for:

ES-24-17 - Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations

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

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

Darren Wahl, Manager of Solid Waste Operations
Regional District of Fraser-Fort George
155 George Street
Prince George, BC V2L 1P8
Phone: 250-960-4400
Email: darren.wahl@rdffg.bc.ca

Deadline for question submissions is 5:00 p.m. (local time) November 27, 2024

Those questions that are determined to be of a common interest to all potential Tenderer's will be summarized and posted as Addendum(s) on the Regional District's website as well as on BCBid®.

ACKNOWLEDGEMENT LETTER

Upon receipt of this Invitation to Tender, a potential Tenderer should complete and sign the Acknowledgement Letter at Appendix A, and email the signed Acknowledgement Letter to, Project Manager, darren.wahl@rdffg.bc.ca. A Tenderer who signs and returns the Acknowledgement Letter is not obligated to submit a Tender.

Any Tenderer who does not submit the Acknowledgement Letter will not be sent any Addendum(s), or answers to questions and may be disqualified.

SITE MEETING

There will be no site meeting for this ITT.

TENDER PROCESS

1.0 Tender Documents

The Tender Documents are:

- (a) Part A – Introduction;
- (b) Part B – Instructions to Tenderers; and
- (c) Appendices:
 - i. Appendix A – Acknowledgment Letter;

- ii. Appendix B – Bidder Checklist;
- iii. Appendix C – Tender Form;
- iv. Appendix D – Schedule of Prices – Tendered Price;
- v. Appendix E– List of Contractor's Personnel;
- vi. Appendix F – List of Subcontractors;
- vii. Appendix G – List of Equipment;
- viii. Appendix H – Tender's Experience in Similar Work;
- ix. Appendix I – Conflict of Interest Disclosure Statement
- x. Appendix J – Goods and Services Tax Information;
- xi. Appendix K – Contract Agreement;
- xii. Appendix L – General Conditions
- xiii. Appendix M – Operational Specifications
- xiv. Appendix N – Sample Activity and Maintenance Reports

- 1.1 If there is a conflict between or among the Specifications and the other Tender Documents, the other Tender Documents shall prevail over the Specifications.

2.0 Acceptance of Terms and Conditions

Submitting a Tender indicates acceptance of all the terms and conditions set out in the ITT, including those that follow and that are included in all appendices and any Addendum(s).

3.0 Submission Instructions

- 3.1 Each Tenderer must complete and provide **Appendix A and C through J**.
- 3.2 All prices and notations should be legibly written in a non-erasable medium. Erasures, interlineations, or other corrections should be initialed by an authorized signatory of the Tenderer.
- 3.3 Subject to any alternatives or options in respect of which the Regional District requests pricing or other information in an Appendix to the ITT, Tenders are to be all inclusive and without qualification or condition.
- 3.4 The Regional District may, at any time and for any reason, extend the Closing Time by means

of a written amendment published on the Regional District's website, at www.rdffg.ca and at BC Bid.

- 3.5 Each Tender must be signed by an authorized signatory or authorized signatories of the Tenderer, as is necessary for due execution on behalf of the Tenderer. Each Tender by a company or partnership should specify the full name of the legal entity submitting the Tender.
- 3.6 It is the sole responsibility of the Tenderer to ascertain that they have received a full set of the Tender Documents. Upon submission of their Tender, the Tender will be deemed conclusively to have been in possession of a full set of the Tender Documents.
- 3.7 If the Regional District, in the Regional District's sole discretion, determines that a clarification, addition, deletion, or revision of the ITT is required then the Regional District will issue an addendum and the addendum will be posted on the Regional District website and BC Bid.
- 3.8 It is the sole responsibility of the Tenderer to check for Addendum(s). Addendum(s) issued during the time of Tendering must be signed by the Tenderer and included with the Tender and will become a part of the Tender documents.
- 3.9 The Regional District will not be responsible for any costs incurred by the respondent which may result from the preparation or submission of documents pertaining to this Tender. Accuracy and completeness of a Tender is the Tenderer's responsibility.

4.0 Discrepancies or Omissions

- 4.1 Tenderers finding discrepancies or omissions in the specifications or other documents herein or having doubts on the meaning or intent of any part thereof, should immediately request in written form, either by email or by mail, clarification from the Project Manager. Upon receipt of the written request for clarification, The Project Manager may, in the person's sole discretion, send written instructions or explanations to all parties registered as having returned the acknowledgement letter, and make amendments to this ITT. No responsibility will be accepted for oral instructions. Any requests must be received prior to 5:00 p.m. on November 27, 2024.
- 4.2 It is the responsibility of each Tenderer to thoroughly examine the Tender Documents and satisfy itself as to the full requirements of this ITT and their acceptability to the Tenderer.

5.0 Late Submissions

Tenders will be marked with their receipt time upon receipt. Only complete Tenders received before the Closing Time will be considered to have been received on time. Tenders received late will be marked late and not considered or evaluated. In case of a dispute, the Tender receipt time as recorded by the Regional District will prevail whether accurate or not.

6.0 Changes to Tenders

A Tenderer that has already submitted a Tender may amend its Tender prior to the Closing Time:

- (a) For changes to price only, by submitting an amendment via email or mail at the address identified at the beginning of Part B of this Invitation to Tender, identifying a plus or minus

variance to the Tenderer's Tender Price; or

- (b) In all cases, by delivering a completely new Tender in accordance with Part A to this Invitation to Tender, clearly indicating it replaces the previously submitted Tender.

Any such revision must clearly identify the ITT number and the Closing Time. A Tender revision submitted as aforesaid shall effectively amend the Tender and the Regional District shall only review and evaluate the Tender as amended.

7.0 Bid Prices

- 7.1 The Tenderer will be deemed to have satisfied themselves as to the sufficiency of the Tender for the work and the price stated in the Schedule of Prices. These prices will cover all their obligations under the Contract, and all matters necessary to the proper completion and maintenance of the work, and will include the supply of all labour, equipment material, supervision, services, taxes and assessments, together with the Tenderer's overhead and profit, except where otherwise provided elsewhere in this ITT.
- 7.2 Tender prices must remain open for acceptance for a period of 60 days from the Closing Date unless otherwise stated by the Regional District.

8.0 Subcontractors

All Subcontractors, including affiliates of the Tenderer, should be clearly identified in the Tender as per the form attached as Appendix F.

A Tenderer may not subcontract to a firm or individual whose current or past corporate or other interests, may, in the Regional District's opinion, give rise to an actual, perceived or potential conflict of interest in connection with the services described in the Tender. This includes, but is not limited to, involvement by the firm or individual in the preparation of the Tender or a relationship with any employee, contractor or representative of the Regional District involved in preparation of the Tender, participating in evaluation or in the administration of the Contract. If a Tenderer is in doubt as to whether a proposed Subcontractor might be in a conflict of interest, the Tenderer should consult with the Project Manager prior to submitting a Tender. By submitting a Tender, the Tenderer represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual, perceived or potential, in respect of the Tender.

9.0 Rejection of a Tender

- 9.1 The Regional District may, in its sole discretion, reject any and all Tenders, or accept the Tender deemed most favourable in the interests of the Regional District. The lowest, or any Tender, will not necessarily be awarded.
- 9.2 Tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. The Regional District may, however, in its sole discretion, reject or retain for its consideration Tenders which are non-conforming because they do not contain the content or form required by the ITT, or for failure to comply with the process for submission set out in this ITT, whether or not such non-compliance is material.

- 9.3 The Regional District's intent is to enter into a Contract with the Tenderer who has submitted the best offer. The Regional District reserves the right to accept any or none of the Tenders submitted and will evaluate Tenders based on the best value offered to the Regional District and not necessarily the lowest price. The Regional District reserves the right in its sole unrestricted discretion to:
- (a) accept any Tender which the Regional District deems most advantageous to itself;
 - (b) reject any and/or all irregularities in a Tender submitted;
 - (c) waive any defect or deficiency in a Tender whether or not that defect or deficiency materially or substantially affects the Tender and accept that Tender;
 - (d) reject any and/or all Tender for any reason, without discussion with the Tenderer(s);
 - (e) accept a Tender which is not the lowest Tender; and
 - (f) cancel or reissue the Tender without any changes.
- 9.4 Without limiting any other provision of this Tender, the Regional District may, in its sole discretion, reject a Tender submitted by a Tenderer, if the Tenderer or any officer or director of a corporate Tenderer, is, or has been within a period of two years prior to the Closing Time, engaged either directly or indirectly through another corporation or legal entity in a legal proceeding initiated in any court against the Regional District in relation to any contract with, or works or services provided to the Regional District.

10.0 Conflict of Interest

- 10.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a conflict of interest disclosure statement (Appendix I).
- 10.2 Without limiting any other provision of this ITT, the Regional District may reject a Tender based on an actual, potential or perceived conflict of interest.

The Regional District may reject any Tender where:

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

A Tenderer who has any concerns regarding whether a current or prospective employee, advisor or member of that Tenderer is, or may be, a Restricted Party, is encouraged to request an advance decision by submitting to the Project Manager, not less than ten working days prior to the Closing Time, by email, the following information:

- (a) names and contact information of the Tenderer and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
- (c) copies of any relevant documentation.

The Regional District may make an advance decision regarding whether the person is a Restricted Party, and whether the Regional District will reject a Tender based on the information provided.

11.0 Tender Evaluation

11.1 The purpose of this ITT is to select a Tenderer with the capability and experience to efficiently and cost effectively complete the work described in this ITT.

11.2 The Regional District shall be the sole judge of a Tender and its decision shall be final. The Regional District staff shall use the following criteria to evaluate tenders received:

- a. Tenderer's Qualifications, Experience, and References
- b. Past Work Experience with the Regional District
- c. Tender Price
- d. Any other criteria staff deem relevant.

11.3 The Tenderer acknowledges that the Regional District may rely upon criteria that the Regional District deems relevant even though such criteria may not have been disclosed to the Tenderer. By submitting a Tender, the Tenderer acknowledges the Regional District's right under this clause and absolutely waives any right of action against the Regional District for the Regional District's failure to accept the Tenderer's Tender, whether or not such right of action arises in contract, negligence, bad faith or any other cause of action.

11.4 Notwithstanding any other provision in this ITT, the award of a Contract by the Regional District may be subject to the availability of funding and the approval of the Board.

12.0 Proof of Ability

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

13.0 Equipment

A complete list of the equipment, which the Tenderer will make available for the completion of the Contract, will be included with each Tender.

14.0 Security Deposit

A certified cheque, bank draft or money order in the amount of \$1,000 must accompany the Tender. This security deposit will be returned to all unsuccessful bidders within 90 days of Tender opening and to the successful bidder when a contract has been executed. Failure of the successful bidder to execute the contract upon award by the Regional Board will result in forfeiture of the Security Deposit.

15.0 Examination of Contract Documents and Sites

- 15.1 The Tenderer will satisfy themselves as to the practicality of executing the work in accordance with the Contract, and they will be held to have satisfied themselves in every particular before making up their Tender by inquiry, measurement, calculation and inspection of the sites.
- 15.2 The Tenderer will examine the sites and their surroundings and, before submitting their Tender will satisfy themselves as to the nature of the sites, the quantities and nature of the work and equipment necessary for the completion of the work, and the means to access to the sites, the accommodation they may require, and in general, will obtain all relevant information as to risks, contingencies and other circumstances which may influence their Tender.

16.0 Liability for Errors

- 16.1 The Regional District will not be responsible for any costs incurred by Tenderers as a result of the preparation or submission of a Tender pertaining to this ITT. The accuracy and completeness of the Tender is the Tenderer's responsibility. If errors are discovered, they will be corrected by the Tenderer at their expense.
- 16.2 Tenderers acknowledge that the Regional District, in the preparation of the ITT supply of oral or written information to Tenderers, review of Tenders or the carrying out the Regional District's responsibilities under this ITT, does not owe a duty of care to Tenderers.

17.0 Limitation of Liability

Except for claims for costs of preparation of its Tender, each Tenderer, by submitting a Tender, irrevocably waives any claim, action, or proceeding against the Regional District including without limitation any judicial review or injunction application or against any of the Regional District's employees, advisors or representatives for damages, expenses or costs including costs of Tender preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Regional District at any stage of the Tender process; if the Regional District does not award or execute a contract; or, if the Regional District is subsequently determined to have accepted a noncompliant Tender or otherwise breached or fundamentally breached the terms of this ITT.

18.0 Ownership of Tenders and Freedom of Information

- 18.1 Tenders will be received and held in confidence by the Regional District, subject to the provisions of the Freedom of Information and Protection of Privacy Act and this ITT. Each Tender should clearly identify any information that is considered to be confidential or proprietary information.

- 18.2 As an exception to Tenders being received and held in confidence, Tenderers are advised and acknowledge that any contract entered into as a result of this Tender may be subject to Board approval, which may be discussed and voted on at a meeting of the Board that is open to the public. If Board approval is required, details of Tenders, including but not limited to proposed or negotiated fees, may be provided to the Board in a publicly available staff report, discussed at a Council meeting that is open to the public, and posted on a publicly available electronic agenda on the Regional District's website.

19.0 Confidentiality

In accordance with the *Freedom of Information and Protection of Privacy Act*, Tenderers will treat as confidential and will not, without prior written consent of the Regional District, publish, release, or disclose, or permit to be published, released, or disclosed, any information supplied to, obtained by, or which comes to the knowledge of a Tenderer as a result of this ITT except insofar as such publication, release or disclosure is required by the laws of British Columbia.



APPENDIX A - ACKNOWLEDGEMENT LETTER

The undersigned has received the full set of Tender Documents.

Signature _____

Company

Name (please print) _____

Address

Title

City _____

Phone Number

Fax Number _____

Date _____

Email Address

We presently intend to _____ provide/_____ not provide a Tender as requested.

Please send any amendments to this Invitation to Tender via: _____ email _____ fax.

Return immediately to:

Darren Wahl, Manager of Solid Waste Operations

darren.wahl@rdffg.bc.ca

Regional District of Fraser-Fort George

155 George Street

Prince George BC V2L 1P8

Phone: 250-960-4400

APPENDIX B – BIDDER CHECKLIST

Before submitting your tender bid, check the following points:

- ☐ Has the Tender Form been signed and witnessed? _____
- ☐ Has the Security Deposit requirement been met? _____
- ☐ Is the Schedule of Prices completed? _____
- ☐ Are the following pages included?
 - Schedule of Prices – Tendered Price _____
 - List of Contractor's Personnel _____
 - List of Subcontractors _____
 - List of Equipment _____
 - Tenderer's Experience in Similar Work _____
 - Goods and Services Tax Information _____
 - Conflict of Interest Disclosure Statement _____
 - Addendum(s) _____
- ☐ Are the documents complete? _____

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

If submitting by hard copy:

Tenderers should ensure that the Tender is returned in a sealed envelope clearly marked on the outside with:

- ☐ Attention: General Manager of Financial Services
Regional District of Fraser-Fort George
155 George Street
Prince George, BC
V2L 1P8
- ☐ ES-24-17 Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional
Transfer Stations
- ☐ Responding Organization's name and address.

If submitting by email:

Tenderers should ensure that the files should not collectively exceed 30MB. Tenders must be submitted to purchasing@rdffg.bc.ca. DO NOT deliver a physical copy of the tender package to the Regional District of Fraser Fort George.

Subject of the file to be:

ES-24-17 Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional
Transfer Stations – (Insert Responding Tenderer's Name)

APPENDIX C – 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, Form of Tender, Contract Agreement, General Conditions of Contract and Operational Specifications and subsequent written Addendum(s) (if any), and having visited the site(s) for purposes of examining site conditions and having satisfied myself/ourselves as to the sufficiency of the ITT, 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 submission considered for the Total Contract Price as shown on the Schedule of Prices, this price is open for acceptance for 90 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 awarded Contract 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 Subcontractor(s) employed will be as listed on the List of Subcontractors 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 14 days of the date of the acceptance notice I/we will enter into a contract and execute an agreement for the stated sum in the form of the specimen submitted to guarantee completion of the contract in accordance with the contract documents and within the time stated in the Tender documents.

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 agree that tenders which contain qualifying conditions or otherwise fail to conform to the instructions contained in this ITT may be disqualified or rejected. I/We agree that 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 the ITT, whether or not such non-compliance is material.

Accompanying this Tender please find our certified cheque, bank draft or money order as the security deposit in the amount of \$1,000.

I/We agree that except for a claim for the reasonable cost of preparation of this tender, by submitting a tender, I/We irrevocably waive 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:

- 1) 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;
- 2) a decision by the Regional District not to award a contract to that tenderer; or
- 3) the Regional District's award of a contract to a tenderer whose tender does not conform to the requirements of this ITT.

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

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

Signed and Delivered by:

Signature of Authorized Signatory

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

APPENDIX D - SCHEDULE OF PRICES – TENDERED PRICE

Tender Price

- | | |
|--|----------|
| A. Lump sum (excluding GST) tendered price per month:
Transfer Station Services | \$ _____ |
| B. GST | \$ _____ |
| C. Total Tender Sum (GST included) per month | \$ _____ |
| D. Total Transfer Station services per year (C x 12) | \$ _____ |

APPENDIX E - LIST OF CONTRACTOR'S PERSONNEL

The Contractor agrees that the personnel employed by them will be as listed below and further agrees that any changes or additions made to this list will not be done without the written consent and approval of the Regional District.

Name of Employee	Employee's Experience / Qualifications

Name of Onsite Supervisor	Supervisor's Experience / Qualifications

APPENDIX F - LIST OF SUBCONTRACTORS

The Contractor agrees that the Subcontractors engaged by it will be as listed below and further agrees that any changes or additions made to this list will not be made without the written consent and approval of the Regional District.

Name of Subcontractor	Address of Subcontractor	Work to Be Performed by Subcontractor

APPENDIX G - LIST OF EQUIPMENT

The Tenderer will list size, model, year and operating weight of equipment they propose to use to complete the work herein. No changes or additions will be made to this list without the written approval of the Regional District.

State standby equipment to be used in the event of breakdown of above, and where it will be drawn from.

Primary Vehicle	Size	Model	Make	Type of Engine	Year	KMs

Primary Hand Tools	Model	Make

APPENDIX H - TENDERER'S EXPERIENCE IN SIMILAR WORK

The Contractor is to demonstrate that they have a minimum of five years of current customer service experience as well as staff supervision experience. List professional and recent experience.

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

APPENDIX I - CONFLICT OF INTEREST STATEMENT

**ES-24-17
Caretaker Services – Bear Lake, Summit Lake, McLeod Lake
Regional Transfer Stations**

Bidder Name: _____

The Bidder, including its officers, employees, and any person or other entity working on behalf of or in conjunction with, the Bidder on this Procurement Process:

- ☐ is free of any conflict of interest that could be perceived to improperly influence the outcome of this procurement process.
- ☐ has not, and will not, participate in any improper procurement practices that can provide the Bidder with an unfair competitive advantage including obtaining and using insider type information to prepare a solicitation offer or participating in bid rigging.
- ☐ has an actual, perceived or potential conflict of interest regarding this procurement process as a result of:

State reason(s) for Conflict of Interest:

By signing below I certify that all statements made on this form are true and correct to the best of my knowledge.

Print Name of Person Signing Disclosure

Authorized Representative of

Signature of Person Making Disclosure

Date Signed

APPENDIX J - GOODS AND SERVICES TAX INFORMATION

Supplier:

Name

Address

City

Province

Postal Code

Phone Number

Are you a GST Registrant?

Yes_____

No_____

If YES, please indicate your registration number: _____

If NO, please fill in the following (check appropriate box):

☐ Supplier qualifies as a small supplier under s. 148 of the legislation

☐ Other: Specify _____

Signature of Authorized Person

Print Name

Title

Date

APPENDIX K - CONTRACT AGREEMENT

BETWEEN:

REGIONAL DISTRICT OF FRASER-FORT GEORGE, a local government incorporated pursuant to the *Local Government Act* and having its business office located at:
155 George Street
Prince George, BC V2L 1P8

(hereinafter called "the Regional District")

OF THE FIRST PART

AND:

CONTRACTOR

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

(hereinafter called the "Contractor")

OF THE SECOND PART

WITNESSETH that the Contractor and the Regional District undertake and agree as follows:

1. The Contractor will:

(a) Provide all necessary labour, equipment, transportation, materials, supervision, and services to perform all of the work, and fulfill everything as set forth in, and in strict accordance with, the Contract documents for "Invitation to Tender **ES-24-17 Caretaker Services – Bear Lake, Summit Lake, McLeod Lake Regional Transfer Stations.**"

(b) Commence to actively proceed with the work of the Contract January 1, 2025.

2. The Regional District will pay to the Contractor as full compensation for the performance and fulfilment of this Contract, the sum or sums of money specified herein in the manner and at the times specified in the Contract Documents.

3. The Invitation and Instructions to tenderers, Tender Form, List of Subcontractors, Tender's Experience in Similar Work, Schedule of Prices, all appendices, amendments and Addendum(s), as well as the tenderer's submission, are incorporated herein, to the intent and purpose as though recited in full herein, and the whole will form the Contract and will endure to the benefit of, and be binding upon, the parties hereto and their successors, executors, administrators, and assigns.

4. No implied contract of any kind whatsoever, by or on behalf of the Regional District, will arise or be implied from anything contained in this Contract or from any position or situation of the parties at any time, it being understood and agreed that the express contracts, covenants and agreements made herein by the parties hereto are, and will be, the only contract, covenants and agreements on which any rights against the Regional District may be founded.

5. Subject to Clause 4, this Contract will supersede all communications, negotiations, and agreements, either written or verbal, made between the parties hereto in respect of matters pertaining to this Contract prior to the execution and delivery hereof.
6. All communications in writing between the parties will be deemed to have been received by the addressee if delivered to the individual, or to a member of a firm, or to the General Manager of the Regional District for whom they are intended, or if sent by hand delivery, mail or registered mail as follows:

The contractor at _____
address

The Regional District at 155 George Street, Prince George, BC V2L 1P8.

IN WITNESS WHEREOF the parties have duly executed this Contract.

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

Chair

Date

GM of Legislative and Corporate Services

Date

SIGNED ON BEHALF OF
CONTRACTOR

Signature

Date

(Name and Title) (Please print)

APPENDIX L – GENERAL CONDITIONS

GENERAL CONDITIONS

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1. DEFINITION OF TERMS

- 1.1 **"Addendum(s)"** means all additional information regarding this ITT including amendments to the ITT.
- 1.2 **"BC Bid"** means the BC Bid website located at www.bcbid.ca.
- 1.3 **"Board"** means the Board of the Regional District.
- 1.4 **"Closing Location"** means the location specified in Part A - Introduction.
- 1.5 **"Closing Time"** means the closing time and date specified in Part A - Introduction.
- 1.6 **"Contract Documents" or "Contract"** means and includes the complete and completed set of all documents, specifications, drawings and addenda incorporated therein, as listed in the Table of Contents.
- 1.7 **"Contractor"** means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.8 **"Equipment"** means anything and everything except persons used by the Contractor in performance of the Work and except material as defined herein.
- 1.9 **"Facility or Facilities"** means the Transfer Station Property and all equipment, buildings, and improvements within the property.
- 1.10 **"Form of Tender"** means the form of tender attached to this ITT.
- 1.11 **"ITT"** means the solicitation described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Regional District by Addendum(s).
- 1.12 **"Manager"** means the General Manager of Environmental Services of the Regional District or their authorized representative(s) as designated to the Contractor.
- 1.13 **"Material" Or "Materials"** means, unless otherwise specified, anything and everything other than persons or the Contractor's equipment which is manufactured, processed or transported to the site, or existing on the site, and incorporated in the complete Works.
- 1.14 **"Municipal Solid Waste"** has the same meaning as defined by the *Environmental Management Act*.
- 1.15 **"Must"** means a requirement that must be met in order for a Tender to receive consideration.
- 1.16 **"Project Manager"** means the Regional District's representative.
- 1.17 **"Regional District"** means the Regional District of Fraser-Fort George.
- 1.18 **"Road"** means the designated areas within the Facility with surfaces that have been prepared for vehicular traffic.
- 1.19 **"Should", or "May"** means a requirement having a significant degree of importance to the objective of the ITT, but which the Regional District would strongly prefer to be fulfilled, and which the Regional District may in its sole discretion elect to treat the failure to fulfill as a grounds for rejection of a Tender.

- 1.20 **"Subcontractor"** Means any person, firm, or corporation approved by the Regional District having a contract for the execution of a part or parts of the Work included in this Contract and worked to a special design according to the drawings or specifications but does not include one who furnished material.
- 1.21 **"Tender"** means a submission in response to this ITT.
- 1.22 **"Tender Documents"** means the documents listed in PART B, Tender Process, 1.0.
- 1.23 **"Tenderer"** means the person submitting a Tender.
- 1.24 **"Transfer Station"** means a Regional District solid waste receiving facility that is used for the authorized temporary storage of solid waste and source separated residual materials.
- 1.25 **"Transfer Station Property"** means the property occupied by the Regional District of Fraser-Fort George for the purpose of operating a Transfer Station and/or Marshalling Area.
- 1.26 **"Work"** or **"Works"** means unless the context otherwise requires, the whole of the work and materials, labour matters and things required to be done, furnished and performed by the Contractor under this Contract.

2. FORM OF CONTRACT

A sample contract agreement is included as Appendix K.

3. START AND DURATION OF CONTRACT

The term of the Contract will begin on January 1, 2025 at 12:01 a.m., and the Contract will remain in force until midnight on **December 31, 2027**. The Contract may be renewed on a period-by-period basis at the Regional District's discretion. Each extension of renewal will be as per the Schedule of Prices at the tendered rates. Each extension will be for a one-year period and the total Contract duration will not exceed **five (5) years**.

4. TERM AND TERMINATION

The term of this Contract shall commence as set out in Section 3. and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement at any time, with or without cause, by providing not less than 30 business days advance written notice to the other party. The Contractor or the Regional District may terminate this Agreement immediately in writing if either party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

5. INTENT OF CONTRACT DOCUMENTS

This Contract is not an agreement of employment. The Contractor is an independent contractor, and nothing herein will be construed to create a partnership, joint venture, or agency and neither party will be responsible for the debts or obligations of the other.

6. ASSIGNMENT OF CONTRACT

The Contractor will not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portions thereof, or their right, title or interest therein, or their obligations thereunder without written consent of the Regional District, except for an assignment to a bank of the payments to be received hereunder.

7. PAYMENT

The Contractor will invoice the Regional District on a monthly basis. The invoice will itemize payment due for services delivered at the facility during the previous month based on Line A of the Tender Sum in the Schedule of Prices.

The Regional District will, by the thirtieth day of the month following that for which payment is required on receipt of an invoice and on advice from the Manager that the Work has been satisfactorily carried out, pay the Contractor for Work completed in accordance with the Contract in the previous month. No payment will be made for materials supplied by the Regional District.

8. CHANGES TO THE CONTRACT WORK

The Regional District, without invalidating the Contract, may make changes by altering, adding to, or deducting from the work. The Contractor will proceed with the work as changed and the work will be executed under the provisions of the Contract. No changes will be undertaken by the Contractor without written order of the Regional District, except in an emergency endangering life or property, and no claims for additional compensation will be valid unless the change was so ordered. The Regional District will entertain no payment for extra work or changes in the Contract unless a "Change Order" form is completed and signed by the Regional District and the Contractor.

If, in the opinion of the Regional District, such changes affect the Contract amount, these will be adjusted at the time of ordering the changes. The value of the addition or deduction from the Contract amount will be decided by the Regional District based on a lump sum estimate submitted by the Contractor and accepted by the Regional District.

9. INSURANCE

The Contractor shall, without limiting its obligations or liabilities, and at its own expense, provide and maintain throughout the Contract term, the following insurance with insurers licenced in the Province of British Columbia, in forms acceptable to the Regional District. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and to require that the Regional District be provided with 30 days' advance written notice of cancellation or material change. The Contractor will provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

- i. Commercial General Liability (CGL) in an amount not less than \$3,000,000 inclusive per occurrence insuring against bodily injury and property damage and including liability assumed under the Contract. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Broad Form Products & Completed Operations, Personal Injury, Blanket Contractual, and Cross Liability. The Regional District is to be added as an additional insured.
- ii. Where the Contractor requires the use of Automobiles to undertake the work of the Contract, the Contractor will have the following:
 - 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 than \$2,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.

The Contractor shall ensure that all 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.

10. DAMAGE TO EXISTING PROPERTY

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

1. The Contractor will immediately advise the Regional District of any damage to the Regional District's property.
2. Upon investigation, the Regional District will notify the Contractor of damages to be repaired.
3. If the Contractor does not reply within 72 hours, the Regional District will repair, to the appropriate specifications or regulations, and deduct the cost of the repair from payment to the Contractor.

11. WORKSAFEBC

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

Prior to undertaking any of the Work in this Service Agreement, the Contractor will provide the Regional District with a Clearance Letter confirming they are in good standing with WorkSafeBC and will pay and keep current all assessments required by WorkSafeBC in relation to the Service Agreement amount.

Out of Province Contractors will be compliant with WorkSafeBC's registration requirements pertaining to out-of-province firms. Where WorkSafeBC registration requirements allow for a Contractor to be registered with another Province's Worker's Compensation Board or like organization, the Contractor will provide the Regional District with their registration number and written documentation confirming that the Contractor is in good standing with the appropriate Worker's Compensation Board, or like organization. The Contractor will pay and keep current all assessments required to maintain good standing in relation to the Service Agreement amount.

12. INDEMNITY AND RELEASE BY CONTRACTOR

Notwithstanding the compliance of the Contractor with all the clauses concerning insurance, the Contractor shall indemnify, protect, and save harmless the Regional District, its officials, officers, employees, volunteers, servants, and agents from and against any and all liabilities, damages, losses, claims, costs, expenses of any kind whatsoever (including legal costs), and actions recoverable by any third party from the Regional District, arising from or caused by a negligent act or omission of, or breach of this Agreement on the part of, the Contractor, and shall be paid by the Contractor. If the Regional District pays, or is required to pay, any damages, costs, or fees on account of the actions, claims and demands herein recited, or if the property of the Regional District shall be charged in any way as a result of the aforesaid actions, causes of actions, and claims for demands, then the Regional District shall be entitled to recover from the Contractor all such damages, costs, fees or other charges together with any costs or expenses incurred in so doing. The Contractor covenants and agrees that this clause shall survive the termination of the Contract herein granted.

13. FORCE MAJEURE

If either the Contractor or the Regional District are prevented from performing their obligations under the Contract, or where the Regional District's work in respect of which the Contractor is providing Services cannot be performed, because of an act of God, an act of a legislative, administrative or judicial entity, fire, flood, labour strike or lock-out, epidemic, unusually severe weather, or other similar cause outside of the control of the Parties (collectively "Force Majeure"), then the obligations of the Contractor and the Regional District under the Contract shall be suspended for so long as the condition constituting Force Majeure continues. The Party affected by Force Majeure shall provide the other Party with notice of the anticipated duration of the Force Majeure event, any actions being taken by the Party providing notice to avoid or minimize the effect of the Force Majeure event and shall make reasonable efforts to remove or mitigate the effects of the condition constituting Force Majeure. Upon the termination of the Force Majeure event, the Regional District shall grant to the Contractor a time extension for performance of 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 agreement, as determined by the dispute resolution process under Section 24 of the 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 7 of this Agreement, as may be agreed by the Contractor, or as determined under Section 24 of the 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 Agreement. If the Regional District terminates this Agreement following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Section 4 of this Agreement.

14. RIGHTS OF WAIVER

A waiver, or any breach of any provision of this ITT, will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or of any other provisions.

15. SEVERABILITY

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void or unenforceable, the validity of the remaining paragraphs hereof will not be affected.

16. INDEPENDENT CONTRACTOR

The Contractor shall be fully independent and shall not act as an agent or employee of the Regional District. The Contractor shall be solely responsible for its employees, and any subcontracts the Contractor lets, and for their compensation, benefits, contributions, and taxes, if any.

17. CHARACTER OF WORKERS

The Contractor and workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them and to be tactful and courteous in dealing with the public and the Regional District's staff. Any supervisor or worker employed by the Contractor or Sub-Contractor who, in the opinion of the Owner, does not perform their work in a competent manner, appears to act in a disorderly or intemperate manner, appears to be under the influence of drugs or alcohol, or is negligent, or willfully misconducts themselves will, at the written request of the Owner, be removed from the site of the work immediately and will not be employed again in any portion of the work without the approval of the General Manager of Environmental Services.

18. REGIONAL DISTRICT'S TERMINATION OF CONTRACT

In the event of the breach or non-performance by the Contractor of any of the covenants, conditions, and agreements contained in the Contract to be performed, the Regional District reserves the right to terminate this Contract without notice. The Regional District may also deduct from the payments due to the Contractor any payments or expenditures it is required to make to remedy any such non-performance or breach hereof.

19. CONTRACTOR'S TERMINATION OF CONTRACT

The Contractor shall have the right to terminate the Contract in the event the Regional District fails to pay for the Work performed except as provided in the Contract Documents within 30 days from the specified date of payment and fails to remedy such default within 10 days of the Contractor's written notice to do so.

20. REGIONAL DISTRICT'S RIGHT TO CORRECT DEFICIENCIES

The Regional District shall have and retain full authority to inspect the work of the Contractor to ensure that the requirements of the Contract are being fulfilled. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, and after five days written notice to the Contractor, or without notice if any emergency or danger to the work or public exists, the Regional District may, without prejudice to any other remedy they may have, correct such deficiencies. The cost of Work performed by the Regional District in correcting deficiencies shall be paid by the Contractor or may be deducted from monies payable to the Contractor.

21. PERMIT AND REGULATIONS

The Contractor will, at their own expense, procure all other permits, certificates and licences required by law for the execution of the Work and will comply with all federal, provincial and local laws and regulations affecting the execution of the Work save in so far as the Contract Documents specifically provide otherwise.

If the Contractor shall discover any provision in the Contract that is contrary to, or inconsistent with, any laws or regulations, the Contractor will notify the Manager in writing.

22. DISPUTE RESOLUTION

If a claim, dispute, or controversy arises out of or relates to the interpretation, application, enforcement, or performance of services under this agreement, the Contractor and the Regional District agree first to try in good faith to settle the dispute by negotiations between the Contractor and the Regional District. If such negotiations are unsuccessful, the Contractor and the Regional District agree to attempt to settle the dispute by arbitration if both parties agree. If the dispute cannot be settled through arbitration, the Contractor and the Regional District may agree to attempt to settle the dispute through good faith mediation. If the dispute cannot be resolved through mediation and unless otherwise mutually agreed, the dispute shall be settled by litigation in an appropriate court in the Province of British Columbia.

23. LOCAL CONDITIONS

The Contractor will, by personal inspection, examination, calculations or tests, or by any other means, satisfy themselves with respect to the local conditions to be encountered the quantities, quality and practicability of the Work and their methods of procedure. No verbal agreements or conversations with any officer, agent, or employee of the Regional District, either before or after the execution of the Contract, will affect or modify any of the terms or obligations herein contained.

24. PROJECT MANAGER'S STATUS

The Project Manager or their delegate will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Work has been satisfactorily carried out. The Project Manager will have the authority to stop the Work whenever such a stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Project Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving nor the carrying out of such orders thereby, entitles the Contractor to any extra payment, and the Regional District will not be held liable for any damages or any breach of laws, bylaws or regulations that may result.

25. PROTECTION OF WORK AND PROPERTY

The Contractor shall take all reasonable precautions necessary to protect the Regional District's property from damage during the performance of the Contract and shall make good on any damage to the Regional District's property caused by the Contractor, its Sub-Contractor, employees, or agents during the performance of the Contract.

26. OCCUPATIONAL HEALTH AND SAFETY

The Contractor will ensure that they follow all occupational health and safety policies and procedures established by the Regional District. Contractors, their employees, or agents not complying with the Regional District's health and safety expectations will be required to stop Work. They will not be allowed to resume Work until the safety requirements are met.

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

27. GOODS AND SERVICES TAX (GST)

Federal law states that a 5% tax be paid on all goods and services. If the Contractor does not qualify as a small supplier, then the Contractor is required to identify the tax (GST/PST, as applicable) on all invoices, and the Regional District is liable to pay this amount to the Contractor.

28. DISPUTED WORK

If, in the opinion of the Contractor, they are being required to perform work beyond that which the Contract requires him to do, whether at the discretion of the Regional District or otherwise, they will, within five (5) days, deliver to the Project Manager a written notice of protest in the form prescribed herein prior to proceeding with any of the disputed work. The five-day time period commences from the time of direction given by the Manager or the time at which the Contractor determines that he is required to perform such work, whichever occurs first.

The Contractor will keep accurate and detailed cost records that should indicate the cost of the work done under protest. The Contractor will not be entitled to payment if they fail to keep and produce such records.

29. INJURY OR DAMAGE TO PERSONS OR PROPERTY

The Contractor will use due care and take all necessary precautions to ensure the protection of persons and property on the site and will comply with the *Workers' Compensation Act* of the Province of British

Columbia. The Contractor will be liable for any and all injury or damage which may occur to person or to property on the site due to any act, omissions, neglect or default of the Contractor, or their workers, sub-contractors or agents and indemnify and save harmless the Regional District in this regard.

The Contractor will immediately report any on-site injury or damage to the Regional District's property to the Regional District.

30. MANAGER'S STATUS

The Manager will be the Regional District's representative during the period of operation and will observe the Work in progress on behalf of the Regional District for the purpose of ensuring that the Contractor maintains the Facility in a satisfactory condition, and for ensuring that the Work has been satisfactorily carried out. The Manager will have the authority to stop the Work whenever such stoppage may be necessary, in their opinion, to ensure the proper execution of the Work in accordance with the provisions of the Contract.

If at any time the Manager is of the opinion that there exists a danger to life or to property, they may order the Contractor to stop Work or to take such remedial measures as is considered necessary.

The Contractor will comply with such an order immediately. Neither the giving or the carrying out of such orders thereby entitles the Contractor to any extra payment and the Regional District will not be held liable for any damages or any breach of laws, bylaws, or regulations that may result.

31. REPORTS

The Contractor will, upon the request of the Manager, fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the services.

32. SUPERVISOR AND LABOUR

The Contractor will keep on the Work, at all times during its progress, a competent supervisor. The Contractor will identify the person who will act as the supervisor, in writing, to the Regional District. The supervisor will represent the Contractor in their absence and directions given to them will be considered to have been given to the Contractor. The supervisor will have the ability to report to the appointed Regional District's representative and have the authority to act on contractual obligations on behalf of the Contractor.

The Contractor shall employ at all times qualified and experienced personnel to carry out the Work. The Contractor will keep on the Work when required, during operating hours, a minimum of one person. The Contractor will provide additional personnel required to carry out the Work.

The Contractor will comply with all federal and provincial legislation regarding wages and labour regulations including payment of any and all dues, levies, or charges made under, or in relation to, the Contract. The Contractor will make proof of payment available to the Manager when requested.

33. CONTRACT PERFORMANCE REVIEWS

From time to time, as deemed necessary, the Manager may request that the Contractor participate in a Contract performance review. Documented performance arising from such reviews may be used as basis for alteration of the scope of work or suspension/termination of the Contract.

34. NOTICE OF PROTEST

TO: General Manager of Environmental Services
Regional District of Fraser-Fort George
FROM: (Contractor)
DATE:
SUBJECT: THE CONTRACT

Date of Direction:

You have required me to perform the following work that is beyond the scope of the Contract.
(Set out details of work).
(Include dates where applicable)

The additional costs and claim for this work is as follows:
(Set out details of cost)

All supporting documentation and invoices are attached.

I understand that I am required to keep accurate and detailed cost records, which will indicate the cost of the work done under protest, and failure to keep such records will be a bar to any recovery by me.

Signature of Contractor

APPENDIX M – OPERATIONAL SPECIFICATIONS

OPERATIONAL SPECIFICATIONS
BEAR, SUMMIT, MCLEOD LAKE REGIONAL TRANSFER STATIONS

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1. GENERAL

These specifications describe the operation of the Bear Lake Regional Transfer Station located at Bear Lake, BC; the Summit Lake Regional Transfer Station located near Summit Lake, BC; and the McLeod Lake Regional Transfer Station located near McLeod Lake, BC.

Each Facility has a bin system for receiving municipal solid waste. The Bear Lake Facility also has a Marshalling Area for a source-separated waste reduction program which includes, demolition, land clearing, and construction debris or (DLC), appliances containing ozone depleting substances, and scrap metal recycling.

The Facilities have TS 400 Transtor refuse bins for receiving municipal solid waste. Bear Lake has 50 yard open top roll off bins for the DLC, and scrap metal and appliances are collected and piled on the ground for processing and pick up.

- 1.1 The Contractor will, at their own expense, pay for and supply all equipment, labour and materials to operate the Facilities in accordance with the conditions herein.
- 1.2 The Contractor will accept for disposal or recycling all materials as directed by the Regional District.
- 1.3 The Contractor will carry out and comply with every order and instruction given by the Regional District pursuant to applicable provincial and federal legislation, criteria and guidelines in operating the Facilities.
- 1.4 The Facilities will be operated in accordance with permits and operational certificates issued by the Ministry of Environment and Climate Change Strategy to the Regional District. The operations will also comply with guidelines outlined in the Regional District of Fraser-Fort George Regional Solid Waste Management Plan, and industry accepted practices.
- 1.5 The Contractor will agree to exercise good public relations at all times in exercising their authority under this Contract. The Contractor and their workers and approved Sub-Contractors must possess full knowledge of each Facilities' operating procedures and carry out the Work in a timely, neat and orderly manner. The Contractor will advise and direct site users to the proper disposal, marshalling or recycling area within the Facilities.
- 1.6 All salvage arrangements, including controlled removal of materials from all three sites, will be the responsibility of the Regional District. Nothing in the Contract Documents is to be interpreted as giving the Contractor exclusive rights to accept and process recyclable or salvageable materials at the Facilities or anywhere else in the region.
- 1.7 Under no circumstances will the Contractor, their workers or their Sub-Contractors salvage materials from the Facilities. Salvaging by the Contractor, their workers or their Subcontractors will be considered to be a breach of Contract and may result in the termination of the Contract.

- 1.8 The Facilities are located in wildlife interface areas and can attract wildlife. The Contractor will ensure that workers are properly trained so that conflicts with wildlife are avoided.
- 1.9 The Contractor will ensure that their workers and Sub-Contractors, if applicable, do not smoke anywhere within the Facilities.
- 1.10 The Contractor shall not ignite or burn materials without the consent of the Regional District.
- 1.11 The Contractor will remain on site during the operating hours and will immediately inform the Project Manager when they are not on site during the listed operating hours in Section 2.

2. OPERATING HOURS

The Transfer Station receiving bins will operate from dawn to dusk seven days per week, 365 days per year.

The Bear Lake Facility Marshalling Area operating hours will be:

Summer – April 1 to October 31

Thursday 10:00 a.m. to 3:00 p.m.
Saturday 12:00 noon to 5:00 p.m.

Winter – November 1 to March 31

Thursday 10:00 a.m. to 3:00 p.m.
Saturday 10:00 a.m. to 3:00 p.m.

The Contractor will deliver the Work specified herein at the Transfer Station throughout the year.

The Marshalling Area will be closed New Years' Day, Family Day, Good Friday, Canada Day, BC Day, National Day for Truth and Reconciliation, Remembrance Day, Christmas Day and Boxing Day.

The Regional District retains the right to adjust operating hours of the Marshalling Area operations. The Regional District will provide two weeks advance written notice to the Contractor of any change in operating hours.

The Contractor will be required to have at least one worker in attendance during Marshalling Area operating hours. The Contractor is expected to remain on site during the posted hours. The purpose of the hours are to screen loads, education site users of waste disposal options as well as site maintenance as set out under operational specifications. Any additional Work required outside of marshalling area hours of operation are at the Contractors expense. The Contractor is responsible for keeping the Transfer Station bin area neat and tidy and safe for site users. The Contractor will open and close access gates in accordance with the instructions given by the Manager or their designate.

The Regional District will provide 30 days advance written notice to the Contractor of any change in operating hours. The Regional District will provide 30 days advance written notice for the addition or deletion of additional Marshalling Area operating hours.

3. FREQUENCY OF SITE VISITS AND MAINTENANCE

During peak seasonal hours of operation, May 1st to Oct 31st, the Contractor will be expected to inspect all three sites daily and service the sites as required. During slower months of operations, Nov 1st to April 30th, the sites may require less inspections and or servicing. The level of inspections must be no less than twice a week per site and can be more if deemed necessary. The Regional District's expectation is that the sites are clean, tidy and safe for public use. Keeping the sites clean and tidy also deters wildlife activity.

4. WASTE SCREENING PROGRAM

The Contractor will assist the public in the safe and proper use of the Facilities while on-site. The Contractor will conduct a waste screening program. The program will include a visual inspection of each load to be disposed of in the Marshalling Area. The Contractor will also visually inspect all bins on each visit for Controlled or Prohibited Waste materials. The Contractor will notify the General Manager immediately when the Contractor discovers a Controlled or Prohibited Waste in a bin.

The Contractor will direct large loads or loads of unacceptable materials to other appropriate waste management facilities.

5. MATERIALS NOT ACCEPTED

The Regional District will provide the Contractor with a list of Controlled Waste and Prohibited Waste materials. The Contractor will visually inspect all loads for Controlled Wastes or Prohibited Wastes prior to accepting the loads for disposal. The Contractor will not accept prohibited materials at the Marshalling Area Facility.

The Contractor will notify the Regional District where the following is observed:

- waste is a powder, sludge, or gaseous material or contaminated soil;
- waste is in barrels, small sealed containers, tanks or pressure vessels;
- waste has a chemical or other unusual description;
- container is marked with warning labels;
- waste has an unusual odour or appearance;
- waste falls into one of the hazardous waste classifications; or
- waste is not familiar to the Contractor.

When the Contractor identifies a Controlled Waste or Prohibited Waste, they will immediately notify the customer delivering the material and then notify the Regional District. The Contractor will direct loads of Prohibited Materials to the appropriate waste disposal facility or agency.

The Regional District may continue to adjust the number of items banned or restricted from disposal.

6. TRANSFER STATION – RECEIVING BINS

- 6.1 The Transfer Station receiving bin system is designed to accept household waste generated from local residences. A list of materials not accepted for disposal will be provided by the Regional District and amended from time to time.
- 6.2 The Contractor will ensure that the exterior of the containers are maintained in a clean and sanitary condition.
- 6.3 During each servicing, the Contractor will clean up accumulations of litter and garbage and ensure that access to the receiving, refuse bins remains unobstructed.
- 6.4 During each servicing, the Contractor will rake the landing area to ensure that the landing area is free of all litter, garbage and deposited materials. Although clean-up of the lower deck is the responsibility of the waste hauler it is expected that major messes are not left. The site attendant will report litter or spills left behind by the waste haulers to the General Manager to address. The mess must then be cleaned up accordingly.
- 6.5 During each servicing, the Contractor will push garbage accumulating inside the mouth of the bins to the back of the bins to create more useable space.
- 6.6 If bins are full or likely to be full prior to the scheduled pick-up day, the Contractor will contact the Project **Manager** immediately so that the Regional District can make suitable arrangements.
- 6.7 During each servicing, the Contractor will inspect the bin structures and bin hydraulic systems and immediately report any damage to the **Project Manager**.
- 6.8 During each servicing, the Contractor will empty the hydraulic fluid catch basins, found on the lower main leg stanchion of the Transtor, into Regional District supplied containers. The Contractor will deliver and empty containers into the oil recycle container at the Foothills Boulevard Regional Landfill when full. This will be done at the Contractor's expense.
- 6.9 Once per year, the Contractor will, when directed by the Regional District, paint the safety rails and no-posts on the upper landing area in hi-visibility yellow.
- 6.10 The Contractor will paint the transtor bins on an as needed basis, only when directed by the Regional District. The Regional District will provide the paint colour codes. This painting will be done at the Contractor's expense.
- 6.11 On a regular basis, the Contractor will trim weeds and grasses growing around no-posts, rails, receiving bins, gate structures, signs and outbuildings as not to allow vegetation to exceed 4 inches or 10 cm in height.

7. MARSHALLING AREA

The Contractor will ensure that all site users are properly informed and guided in the use of the Marshalling Area. The unloading of acceptable materials in the Marshalling Area will be restricted to designated areas or containers. The Contractor will direct each user so that acceptable

materials are deposited in a neat and orderly manner and ensure that no contaminants are introduced. A list of acceptable materials for disposal in the Marshalling Area will be provided by the Regional District and amended from time to time.

The following areas are currently established at the site.

7.1 SCRAP METAL

This area is established for the recycling of materials such as non-refrigerant containing appliances and ferrous and non-ferrous scrap metal. The Contractor will maintain the area in a neat and orderly fashion. The Contractor will separate out and dispose of any contaminants. The Regional District will make arrangements for the recycling and removal of the scrap metal.

Metal from Summit Lake or McLeod Lake Transfer Station will be cleaned up and transported to the Bear Lake Marshalling area at the Contractor's expense.

7.2 DEMOLITION, LAND-CLEARING AND CONSTRUCTION (DLC)

The 55 yard open top roll off bin is established for the wood waste materials to be hauled to the Foothills Boulevard Regional Landfill. Once full the contractor will contact the Regional District who will make arrangements for the removal and transport of the DLC bin. The Contractor will keep this area accessible and clear in the dumping area of this bin. Also, the Contractor will ensure the bin door can be closed when not in use by the public or to prepare for transport of bin.

7.3 APPLIANCES CONTAINING OZONE DEPLETING SUBSTANCES (ODS)

This area is established for the storage of refrigerators, freezers, air conditioners and any other type of appliance or device containing an Ozone Depleting Substance (ODS) at the time of manufacture. The units collected in this area will be stored upright by the Contractor in a neat and orderly fashion until the ODS has been removed by others. Once ODS has been removed, the Regional District will make arrangements to remove the units.

The Regional District may increase or decrease the number and type of recycling services at its discretion.

8. SNOW REMOVAL AND SANDING

The Contractor will keep the following areas free and clear of snow and ice accumulations and will provide and apply pedestrian traction material / sand and de-icing material as required to maintain user safety. All traction material / sand and de-icing material will be provided by the contractor at the contractor's expense.

The Project Manager must approve, in advance, the de-icing and traction material / sand product to be used. Use of materials and coverage will be as follows:

- within a 10-metre radius of the transfer bin doors used by the public;
- within a 3-metre radius of any access point to designated receiving areas within the Marshalling Area;

- within a 3-metre radius of footings located at the base of the Transtor refuse bins;
- chain link gates in the open and closed positions to be shovelled and kept free of snow accumulation for ease of use.

The Regional District will maintain all Roads.

9. TRAFFIC CONTROL DEVICES AND SIGNS

The Regional District will provide all informational signs, directional devices, barricades and fencing for directing traffic within the Facilities. The Contractor will place, relocate and maintain these devices in accordance with instructions given by the **Project Manager**. This will include ensuring that signs are in good condition, maintained in a firm vertical position, free of dirt, snow and foreign matter and ensuring that curbs, barriers and control devices are properly aligned and in good condition.

The Contractor will notify the General Manager of any damaged traffic control devices and signs.

10. LITTER CLEANUP

The Contractor will remove obstruction(s) and litter at the Facilities. The appearance of the sites will be such as to present well-maintained solid waste management facilities at all times.

The Contractor will ensure that all property within a 150-metre radius of each Facility, including access roads, ditches and culverts remains clear and free of accumulations of litter or other deposited waste materials.

- 10.1 The Contractor will ensure that ditches, culverts, gates and fences are kept clear of litter from the stop sign into the sites.
- 10.2 The Contractor shall ensure all roadways and landings within each Facility are free of any accumulations of nails and glass or any other material that may pose a hazard to site users and their vehicles.
- 10.3 The Contractor shall attempt to place any materials abandoned outside of the receiving bins into the bins. Items that can be easily broken apart should be broken down and deposited into the Transtor bins. Items that cannot be broken down or materials that should not be placed in the bins should be moved and organized so as not to obstruct the unloading area. These items will then to be taken to the Foothills Boulevard Regional Landfill for proper disposal. This is to be done at the Contractor's expense.
- 10.4 The Contractor will endeavour to identify any person(s) responsible for unlawful disposal of materials on or near each Facility and provide available evidence concerning identity and/or source to the **Project Manager**.

11. CONTRACTOR'S PERSONNEL

The Contractor will ensure that all personnel are experienced and well-trained to the satisfaction of the **Project Manager**. The Contractor will provide and maintain personnel as follows:

- must have full knowledge of the Regional District's operating requirements.

- must have a general ability to provide the Regional District's information concerning reduce, reuse and recycle options available within the Regional District to site users.
- must have a neat and clean appearance.
- must have the ability to immediately contact the Regional District if any problems should arise.

The Contractor will immediately report to the Regional District any fire, evidence of fire or acts of vandalism to the Regional District's facilities and or structures.

The Contractor, or any of their workers, shall not issue keys for copying or for unsupervised access to any controlled access portion of the Facilities.

12. SECURITY

The Contractor will ensure that the facility is locked up and secure every day at the end of their shift. The Contractor should take all necessary precautions to minimize their exposure to acts of theft and vandalism. The Regional District accepts no responsibility for damage, vandalism or theft to any of the Contractor's facilities and equipment stored at the Facility.

13. RECORD KEEPING

The Contractor must keep the following records and documents. These documents will be made immediately available to the General Manager when requested unless otherwise specified.

- 13.1 The Contractor will keep records of any unauthorized dumping at the Facilities. Records will include descriptions of material, any evidence present as to the origin of the material, estimates of volume or weight of material and photographs of the material. These records will be submitted to the General Manager within two (2) business days.
- 13.2 The Contractor will maintain a record of all complaints and concerns they may receive from Facility users on forms provided by the Regional District and submit these forms to the General Manager on a weekly basis. Complaints of a serious nature or any conflict between the Contractor or the Contractor's employees or the Contractor's Sub-Contractors and a Facility user will be reported to the General Manager immediately.

The Contractor will submit reports concerning their regular inspection and maintenance activities to Environmental Services at the Regional District, on a monthly basis. The sample report forms are attached as **Appendix "N" and will be provided yearly by the Regional District.**

14. SITE LOCATION

Bear Lake Transfer Station and Marshalling Site

Located approximately 1km in on Hall Road, in Bear Lake. Hall Road is on the West side of Highway 97 directly across from the Petro-Canada Gas Station.

McLeod Lake Transfer Station

Look for unmarked gravel road on east side of Highway 97, approximately 7km north of Whiskers Point Provincial Park.

Summit Lake Transfer Station

Look for unmarked gravel road (Barney Creek FSR) on east side of Highway 97 approximately 3km north of the south access road to Summit Lake.

APPENDIX N - SAMPLE ACTIVITY AND MAINTENANCE REPORTS



REGIONAL DISTRICT of Fraser-Fort George

TRAN 13.1

BEAR LAKE REGIONAL TRANSFER STATION – CARETAKER'S MONTHLY REPORT

FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
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27									
28									
29									
30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.

[illegible]



Bear Lake REGIONAL TRANSFER STATION

DATE: From: _____ to _____,












TIME OF ARRIVAL	LOAD TYPE	ESTIMATED # / VOLUME OF MATERIAL

Comments:

[illegible]

MARR COLLECTION SITE NON-ODS LOG SHEET








Facility Name: _____ Signature: _____
 Date: _____ Page: _____ Of: _____

PRODUCT	COUNT	TOTAL
7. Clothes Washers 		
8. Clothes Dryers 		
9. Ranges 		
10. Range Hoods and Downdrafts 		
11. Built-In Ovens 		
12. Built-In and Over the Range Microwave Ovens 		
13. Surface Cooking Units 		
14. Dishwashers 		
15. Food Waste Disposers 		
16. Trash Compactors 		
17. Built-in Electric Water Dispensers (not standalone water coolers) 		

ODS COLLECTION SITE LOG SHEET

Facility Name: _____ Signature: _____

Date: _____ Page: _____ Of: _____

PRODUCT	COUNT	TOTAL
1. Full-size fridges & Wine Coolers/ Beverage Centres 		
2. Compact fridges & Wine Coolers/ Beverage Centres 		
3. Freezers 		
4. Room Air Conditioners 		
5. Portable Air Conditioners 		
6. Dehumidifiers 		
7. Water Coolers 		



**McLEOD LAKE REGIONAL TRANSFER STATION –
CARETAKER'S MONTHLY REPORT**

FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
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27									
28									
29									
30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.

[illegible]



REGIONAL DISTRICT
of Fraser-Fort George

FILE: TRAN 14.1

**SUMMIT LAKE REGIONAL TRANSFER STATION –
CARETAKER'S MONTHLY REPORT**

FOR THE MONTH OF _____

Date	Time of Arrival	*Fullness of Bin #1	*Fullness of Bin #2	Signage Inspected	Structure Inspected	Snow Removal	Traction Material Applied	# Visitors	Notes
1									
2									
3									
4									
5									
6									
7									
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30									
31									

***Fullness of Bin - estimate how much garbage is in the bin, ie. 1/4, 2/3, full, etc**

Damage to:	Date	Action Taken
Bins		
Hydraulics		
Signs		
Gate/Fence		
Other		

Please use back of page for additional information.

[illegible]



REGIONAL DISTRICT
of Fraser-Fort George

INCIDENT REPORT

This report must be completed immediately and filed within 24 hours of the incident. Please print in ink. Originals will be forwarded to Main Office.

LOCATION: _____ DATE: _____ TIME: _____ AM/PM

A. Person Reporting Incident:

NAME: _____ POSITION: _____

B. Details of Incident:

(Include descriptions of person or persons involved, description of all vehicles involved, license plate numbers, what was observed and any additional relevant information - use back of page if more space required)

SIGNATURE: _____ DATE: _____

C. Witnesses:

1. NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____

2. NAME: _____

ADDRESS: _____

PHONE #: _____

SIGNATURE: _____

D. Action Taken:

RCMP CONTACTED: YES _____ NO _____ OFFICER'S NAME: _____ FILE #: _____

INVESTIGATED: YES _____ NO _____

E. Reported to Regional District:

DATE: _____ TIME: _____ AM/PM

EMPLOYEE: _____ SUPERVISOR: _____

SIGNATURE: _____ SIGNATURE: _____

DATE: _____ DATE: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.