



REGIONAL DISTRICT of Fraser-Fort George

INVITATION TO TENDER ES-25-06

Fibre Recycling Bin Hauling Services – Rural Transfer Stations

Date Issued: June 13, 2025

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

Closing Date: July 2, 2025
2:00 p.m. (Pacific Standard Time)
No Public Opening

Inquiries: Email Darren Wahl at darren.wahl@rdffg.bc.ca
Inquires deadline: June 20, 2025, at 5:00 p.m.

Note: Late submissions will not be considered

TABLE OF CONTENTS

PART A – INTRODUCTION	3
TENDER DOCUMENTS.....	3
TENDER SUBMISSION AND CLOSING LOCATION AND TIME:	3
PART B – INSTRUCTIONS TO TENDERERS	6
ACKNOWLEDGEMENT LETTER.....	6
SITE MEETING	6
TENDER PROCESS	6
PART C – CONTRACT CONDITIONS	15
APPENDIX A - ACKNOWLEDGEMENT LETTER.....	25
APPENDIX B – BIDDER CHECKLIST	26
APPENDIX C – TENDER FORM	27
APPENDIX D - SCHEDULE OF PRICES – TENDERED PRICE.....	29
APPENDIX E - LIST OF SUBCONTRACTORS	30
APPENDIX F - LIST OF EQUIPMENT	31
APPENDIX G - TENDERER'S EXPERIENCE IN SIMILAR WORK	32
APPENDIX H - CONFLICT OF INTEREST STATEMENT.....	33
APPENDIX I - GOODS AND SERVICES TAX INFORMATION.....	34
APPENDIX J - IRREVOCABLE COMMERCIAL LETTER OF CREDIT	35
APPENDIX K - CONTRACT AGREEMENT	36
APPENDIX L – OPERATIONAL SPECIFICATIONS	38
1. GENERAL.....	39
2. SITE OPERATING HOURS	39
3. TRANSFER STATION OPERATIONS.....	41
4. ROLL-OFF BIN HAULING SERVICE	41
5. ROLL-OFF BINS	41
6. TRUCKS	42
7. STANDBY EQUIPMENT	42
8. OPERATORS	43
9. RECORD KEEPING.....	43
APPENDIX M –TRANSFER STATIONS MAPS	44
APPENDIX N – INCIDENT AND ACCIDENT REPORT FORMS	50

INVITATION TO TENDER

PART A – INTRODUCTION

The Regional District of Fraser-Fort George invites tenders to supply nine Fibre Recycling bins and hauling services at twelve rural transfer stations.

The Work to be performed under this Contract is described as:

- the provision of mixed fibre recycling roll-off bins for the Dunster, West Lake, Willow River, Hixon, Shelley, Cummings Rd, Buckhorn, Berman Lake and Chief Lake Regional Transfer Stations
- The hauling of all fibre bins to a designated recycling processor within Prince George.
- The hauling of three commercial cardboard compactor roll-off bins from Mackenzie, McBride and Valemount to a designated processor within Prince George.

The contract term is September 1, 2025, to August 31, 2028.

TENDER DOCUMENTS

The Invitation to Tender (ITT) documents may be obtained on or after **June 13, 2025**

- (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 **July 2, 2025** (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.

The Closing Time for this Tender is **July 2, 2025**, at 2:00 p.m.

For Tenders to be submitted by hard copy direct delivery:

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-25-06**
Fibre Recycling Bin Hauling Services – Rural Transfer Stations
3. Responding Tenderer's name and address

Facsimile Tenders will NOT be accepted.

For Tenders to be submitted Electronically, with Security Deposit:

"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: ES-25-06 – Fibre Recycling Bin Hauling Services – Rural 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-25-06
Fibre Recycling Bin Hauling Services – Rural 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. to ensure 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-25-06 – Fibre Recycling Bin Hauling Services – Rural Transfer Stations
September 1, 2025 - August 31, 2028

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) June 20, 2025.

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 the BCBid® website.

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 Definitions

- 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"** means the contract substantially in the form attached to this ITT.
- 1.7 **"Contract Documents"** means and includes the completed set of all documents, specifications, and addenda incorporated therein, as listed in the Table of Contents.
- 1.8 **"Contractor"** means the successful Tenderer to the ITT who enters into a Contract with the Regional District.
- 1.9 **"Equipment"** means anything and everything except persons used by the Contractor in performance of the work.
- 1.10 **"Facility or Facilities"** means the rural transfer stations.
- 1.11 **"Form of Tender"** means the form of tender attached to this ITT.
- 1.12 **"Irrevocable Commercial Letter of Credit"** means the irrevocable commercial letter of credit required by and in the form attached to this ITT.
- 1.13 **"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).
- 1.14 **"Roll-off Bin"** means 30 and or 40 yd³ Roll-Off Bin. lidded, open top or Compactor bin
- 1.15 **"Project Manager"** means the Regional District's representative.
- 1.16 **"Tender"** means a submission in response to this ITT.
- 1.17 **"Tender Documents"** means the documents listed in section 2.1.
- 1.18 **"Tenderer"** means the person submitting a Tender.
- 1.19 **"Regional District"** means the Regional District of Fraser-Fort George.
- 1.20 **"Must"** means a requirement that must be met in order for a Tender to receive consideration.
- 1.21 **"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.
- 1.22 **"Subcontractor"** means any person, firm or corporation approved by the Regional District having a contract for the execution or a part of 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 merely furnished material not so worked.

1.23 **"Work"** means the total construction and related services required by the Tender documents.

2.0 Tender Documents

2.1 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 Subcontractors;
 - vi. Appendix F – List of Equipment;
 - vii. Appendix G – Tender's Experience in Similar Work;
 - viii. Appendix H – Conflict of Interest Disclosure Statement
 - ix. Appendix I – Goods and Services Tax Information;
 - x. Appendix J – Irrevocable Commercial Letter of Credit;
 - xi. Appendix K – Contract Agreement;
 - xii. Appendix L – Operational Specifications;
 - xiii. Appendix M – Transfer Station Maps; and
 - xiv. Appendix N – Incident Report

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

3.0 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).

4.0 Submission Instructions

- 4.1 Each Tenderer must complete and provide Appendix A and C through I
- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 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. 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.

5.0 Discrepancies or Omissions

- 5.1 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 request must be received prior to June 20, 2025.
- 5.2 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.

6.0 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.

7.0 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.

8.0 Bid Prices

8.1 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.

8.2 Tender prices must remain open for acceptance for a period of 90 days from the Closing Date unless otherwise stated by the Regional District.

9.0 Subcontractors

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

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.

10.0 Rejection of a Tender

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

11.0 Conflict of Interest

- 11.1 When submitting a Tender, the Tenderer must complete, sign and include with their Tender a conflict of interest disclosure statement (Appendix H).
- 11.2 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.

12.0 Tender Evaluation

12.1 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.

12.2 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. tender's qualifications and experience;
- b. past work experience with similar projects;
- c. acceptability of reference checks;
- d. tender price.

12.3 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.

12.4 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.

13.0 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.

14.0 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 (Appendix F).

15.0 Security Deposit

A certified cheque, bank draft or money order in the amount of \$5,000 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.

16.0 Irrevocable Commercial Letter of Credit

Upon written notice of award of Contract by the Regional District the successful bidder will be required to provide an Irrevocable Commercial Letter of Credit (ICLC) provided in the amount of \$10,000. The Regional District will not execute a Contract until it is in possession of the required Irrevocable Letter of Credit. The ICLC shall be in a form consistent with the ICLC shown on Appendix J of these documents. The ICLC will be kept current for the life of the Contract plus 60 days as specified in the Contract Documents. Failure to provide this surety will result in forfeiture of the \$5,000 Security Deposit.

17.0 Examination of Contract Documents and Site

- 17.1 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 site.
- 17.2 The Tenderer will examine the site and its surroundings and, before submitting their Tender will satisfy themselves as to the nature of the site, the quantities and nature of the work and equipment necessary for the completion of the work, and the means to access to the site, 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.

18.0 Liability for Errors

- 18.1 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.
- 18.2 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.

19.0 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.

20.0 Ownership of Tenders and Freedom of Information

- 20.1 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.
- 20.2 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.

21.0 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.

PART C – CONTRACT CONDITIONS

1 Form of Contract

A sample contract agreement is included as Appendix K.

2 Start and Duration of Contract

The term of the Contract will begin on September 1, 2025 at 12:01 a.m., and the Contract will remain in force until midnight on August 31, 2028. 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 years.

3 Term and Termination

The term of this Contract shall commence as set out in Section 2 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.

4 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.

5 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.

6 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 (Appendix D) and Contract ES-25-06 must be listed for reference.

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.

7 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.

8 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 \$5,000,000 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 \$3,000,000 per occurrence.
 - b. Non-owned Automobile Liability insurance in an amount not less than \$3,000,000 per occurrence.
- iii. Equipment insurance on all equipment owned or rented by the Contractor to its full insurable value.
- iv. The Contractor will buy and keep in force at their expense until completion of the Contract, firefighting expense insurance in the amount of \$500,000. Such insurance is to include forestry firefighting expenses and will be in the name of the Contractor and the Regional District.

The Contractor shall ensure that all Subcontractors 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.

9 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.

10 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.

11 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.

12 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; pandemic; 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 the agreed upon dates for service 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 Part C, Section 22. "Dispute Resolution". Whereas 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 Part C, Section 6. "Payment" of this ITT, as may be agreed by the Contractor, or as determined under Part C, Section 22. "Dispute Resolution" of the Sample Contract. If the event of Force Majeure results in a material increase in the cost of the work to be performed in respect of which the Contractor is providing the Services, then the Regional District may choose not to proceed with the completion of the work and may terminate this Contract. If the Regional District terminates this Contract following the termination of the Force Majeure event, then it shall compensate the Contractor in accordance with Part C, Section 23.1 "Notice of Default".

13 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.

14 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.

15 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.

16 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 Subcontractor 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.

17 Assignment and Subcontracting

This Agreement does not create any right or benefit in anyone other than the Regional District and the Contractor and shall not be assigned by either party without the prior written approval of the other party.

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 ten days of the Contractor's written notice to do so.

20 Release of Irrevocable Commercial Letter of Credit

The Irrevocable Commercial Letter of Credit will be returned to the Contractor within ninety (90) days following the termination of the Contract where:

- a) no affidavits or claims of lien have been filed against the lands and premises on which the work was done, and
- b) the Workers' Compensation Board has, at the request of the Contractor, filed with the Regional District certification that all assessments due by the Contractor have been paid, and
- c) no actions, suits, claims for damages, charges under provincial or federal status have been initiated.

21 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.

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 Notice of Default

If the Consultant is in default of the performance of any of its material obligations set out in this Agreement, then the Regional District may, by written notice to the Consultant, require such default to be corrected. If within 15 days' receipt of such notice the default has not been corrected or reasonable steps, as determined by the Regional District in its sole discretion, have not been taken to correct the default, the Regional District without limiting any other right it may have, may immediately terminate this Agreement.

23.1 The Regional District shall compensate the Consultant for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by the Consultant in effecting the termination. All drawings, plans or other documents resulting from the Services, whether complete or in a draft form, produced by the Consultant prior to the termination of the Agreement, will be provided to the Regional District within ten business days of the termination date.

24 Permit and Regulations

The Contractor will, at their own expense unless pre-approved in writing by the Regional District, procure all other permits, certificates, and licenses 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.

25 Scope of Work

See Appendix L, Operational Specifications

The contractor is being asked to supply two services; the first is the transportation of card cardboard compactor roll off bins and mixed fiber recycling roll off bins to a processor within Prince George. The second service is the supply (for rent) of twelve self-contained 30 and or 40 yd roll-off bins to be used for the collection of mixed fiber.

26 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.

27 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.

28 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 Subcontractor, employees, or agents during the performance of the Contract.

29 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.

30 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.

31 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 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.

32 Supervisor and Labour

The Contractor will assign and keep a competent supervisor available at all times. 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 time, 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 Reports

33.1 The Contractor will provide signed haul receipts with monthly invoices to the Regional District office. The Contractor will, upon the request of the Manager:

- a) fully inform the Manager of the Work done and to be done by the Contractor in connection with the provision of the Contract; and
- b) permit the Manager at all reasonable times to inspect, examine, review and copy any and all findings, specifications, drawings, working papers, reports, documents, and material whether complete or otherwise that have been produced, received or acquired, by the Contractor on behalf of the Regional District, or provided by the Regional District to the Contractor as a result of this Contract.

33.2 Fuel Consumption Data: Commencing on January 1, 2025, the Regional District of Fraser-Fort George will require the Contractor to communicate the quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in this contract on an annual basis. Fuel consumption associated with the provision of these services must be provided to the Regional District of Fraser-Fort George within thirty days of the following dates: December 31st of each year the contract is in place, and the date the contract expires.

34 Fuel Surcharge

A Fuel Surcharge Rate Adjustment Scale will be implemented. The following table demonstrates the applicable fuel surcharge rate that can be applied to the tendered unit price each month for the **hauling portion only**. The reference index will be Natural Resources Canada's Petroleum Product Prices publication for diesel prices in Prince George which can be viewed at <https://natural-resources.canada.ca/domestic-international-markets/diesel-prices>.

The applicable fuel surcharge will be determined monthly and the month's applicable fuel surcharge rate will be based on the fuel index price for the first day of the month for Prince George. **The price of \$1.3400 per litre for diesel (as of May 30, 2025) will be used as a starting point for Contract ES-25-06.** For example, if the index reports a price of \$1.275 on September 1, the fuel surcharge payable for the tendered unit price for the month of September will be decreased by 1.00%. If on September 1, the price is reported at \$1.640, then the Fuel Surcharge for the tendered unit price in September will be increased by 1.50%.

Fuel Surcharge Rate Adjustment Scale Table

Fuel Price is at Least	But Less Than	Fuel Surcharge
\$0.850	\$0.900	-4.50%
\$0.900	\$0.950	-4.00%
\$0.950	\$1.000	-3.50%
\$1.000	\$1.050	-3.00%
\$1.050	\$1.100	-2.50%
\$1.100	\$1.150	-2.00%
\$1.150	\$1.200	-1.50%
\$1.200	\$1.250	-1.00%
\$1.250	\$1.300	-0.50%
\$1.300	\$1.350	-0.00%
\$1.350	\$1.400	0.00%
\$1.400	\$1.450	0.00%
\$1.450	\$1.500	0.50%
\$1.500	\$1.550	1.00%
\$1.550	\$1.600	1.50%
\$1.600	\$1.650	2.00%
\$1.650	\$1.700	2.50%
\$1.700	\$1.750	3.00%
\$1.750	\$1.800	3.50%
\$1.800	\$1.850	4.00%
\$1.850	\$1.900	4.50%

35 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 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
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:

- | | | |
|--------------------------|--|-------|
| <input type="checkbox"/> | Has the Tender Form been signed and witnessed? | _____ |
| <input type="checkbox"/> | Has the Security Deposit requirement been met? | _____ |
| <input type="checkbox"/> | Is the Schedule of Prices completed? | _____ |
| <input type="checkbox"/> | Are the following pages included? | |
| | • Schedule of Prices – Tendered Price | _____ |
| | • Schedule of Prices – Force Account Work | _____ |
| | • List of Subcontractors | _____ |
| | • List of Equipment | _____ |
| | • Tenderer's Experience in Similar Work | _____ |
| | • Goods and Services Tax Information | _____ |
| | • Conflict of Interest Disclosure Statement | _____ |
| | • Addendum(s) | _____ |
| <input type="checkbox"/> | 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
- ☐ Invitation To Tender ES-25-06
Fibre Recycling Bin Hauling Services – Rural 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-25-06 - Fibre Recycling Bin Hauling Services – Rural 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 \$5,000.

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

To supply all necessary equipment, labour, materials, supervision and all things necessary for roll-off bin hauling services and rental of 9 roll-off containers at the Transfer Stations in accordance with the attached General Conditions and Operational Specifications. And swing bins required to service sites.

1. Bin Lift Unit Rates (excluding GST)

SITE LOCATION	SINGLE RUN – SWING BIN	Applicable GST
McBride – Compactor	\$ _____	\$ _____
Valemount – Compactor	\$ _____	\$ _____
Mackenzie – Compactor	\$ _____	\$ _____
Dunster – Fibre Bin	\$ _____	\$ _____
Berman – Fibre Bin	\$ _____	\$ _____
West Lake – Fibre Bin	\$ _____	\$ _____
Hixon – Fibre Bin	\$ _____	\$ _____
Chief Lake – Fibre Bin	\$ _____	\$ _____
Cummings Rd – Fibre Bin	\$ _____	\$ _____
Buckhorn – Fibre Bin	\$ _____	\$ _____
Shelley – Fibre Bin	\$ _____	\$ _____
Willow River – Fibre Bin	\$ _____	\$ _____
TOTAL ALL SITES (excl GST)	\$ _____	Total GST \$ _____

Hourly truck rate for
emergency hauling (Excl GST) \$ _____

2. Unit price per month, to supply and maintain 9 Roll-off fibre recycling containers in accordance with the Contract Specifications and swing bins required to service sites.

A. Price/month (for 12 bins)	\$ _____
B. GST/month (for 12 bins)	\$ _____
C. TOTAL bin rental/month (GST Incl.)	\$ _____
D. TOTAL bin rental/year (C x 12)	\$ _____

APPENDIX E - 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 be made in writing to the Regional District.

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

SUBCONTRACTOR'S EXPERIENCE IN SIMILAR WORK

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

APPENDIX F - 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. Primary power units may not be any older than 7 years of age.

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

PRIMARY EQUIPMENT includes truck and or trailer units

Year	Make	Model	Engine hours	Weight

SECONDARY EQUIPMENT includes truck and or trailer units

Year	Make	Model	Engine hours	Weight

APPENDIX G - 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 H - CONFLICT OF INTEREST STATEMENT

ES-25-06
Fibre Recycling Bin Hauling Services – Rural 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 I - 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 J - IRREVOCABLE COMMERCIAL LETTER OF CREDIT

(to be on bank letterhead)

Letter of Credit No. _____ Amount \$ _____

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

Dear Sir:

Re: Irrevocable Letter of Credit No.

In accordance with the Contract to haul roll-off bins, under Contract ES-25-06 – Fibre Recycling Bin Hauling Services – Rural Transfer Stations, we hereby authorize you to draw on _____ (name and address of bank) Province of British Columbia, for account of _____ (name of Tenderer) up to an aggregate amount of \$10,000 available on demand for 100% value.

Pursuant to the request of our customer _____, we the _____ Bank hereby establish and give you an Irrevocable Letter of credit in your favour in the above amount which may be drawn on by you at any time and from time to time upon written demand for your payment made upon us by you, which demand we will honour without enquiring whether you have the right as between yourself and the said customer to make such demand and without recognizing any claim of our said customer, or objection by it to payment by us.

1. Draws are to be made in writing to _____ (name of bank).
2. Partial draws may be made.
3. The Bank will not inquire as to whether or not the Regional District of Fraser-Fort George has the right to make demand on this Letter of Credit.
4. This Letter of Credit is irrevocable up to 90 days after the termination of the contract.

Demands must be made not later than 90 days following the expiration of the contract.

The Demands made under this Credit are to be endorsed hereon and will state on their face that they are drawn under _____ (name and address of bank), Letter of Credit No. _____.

Yours truly,

Manager,
(On behalf of Name of Bank)

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-25-06 – Fibre Recycling Bin Hauling Services – Rural Transfer Stations.
 - (b) Commence to actively proceed with the work of the Contract on August 1, 2025.
2. The Regional District will pay 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 Environmental Services of the Regional District for whom they are intended, or if sent by registered mail or by telegram 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

DO NOT SIGN SAMPLE ONLY

Signature

Date

(Name and Title) (Please print)

APPENDIX L – OPERATIONAL SPECIFICATIONS

1.	GENERAL	39
2.	SITE OPERATING HOURS.....	39
3.	TRANSFER STATION OPERATIONS	41
4.	ROLL-OFF BIN HAULING SERVICE	41
5.	ROLL-OFF BINS.....	41
6.	TRUCKS.....	42
7.	STANDBY EQUIPMENT	42
8.	OPERATORS.....	43
9.	RECORD KEEPING	43

1. **GENERAL**

These specifications describe the operation of the Dunster, West Lake, Hixon, Chief Lake, Willow River, Shelley, Berman Lake, Buckhorn, Mackenzie, McBride and Valemount Regional Transfers stations.

- 1.1 The Contractor will supply and maintain all equipment and labour as necessary to provide the transportation of nine Fibre recycling roll-off bins (30 and or 40 yd³) and three cardboard (OCC) compactor bins. Bin rental costs are not included in this line.
- 1.2 The contractor will supply and maintain twelve fibre recycling roll off bins (30 and or 40 y³) for the above-mentioned locations. Nine roll off fibre recycling bins remain on the sites while three bins will be used as swing bins to service locations as required.
- 1.3 The Contractor will deliver an empty roll off swing bin to switch out the full roll off bin with the empty roll off bin. This applies to all site locations regardless of servicing a fibre recycling bin or a Cardboard compactor bin. The roll off bin will be hauled to the processing facility in Prince George. The now empty roll off swing bin will be returned to the contractor's yard and made available for the next service dispatch.
- 1.4 The Contractor will carry out instructions given by the Regional District pursuant to this Contract and follow all site regulations and procedures established by the Regional District.
- 1.5 Under no circumstances will the Contractor, their employees or their Subcontractors salvage materials deposited at any of the Facilities. Salvaging by the Contractor, their employees or Subcontractors will be considered a breach of Contract and will result in termination of this Contract.

2. **SITE OPERATING HOURS**

Regional District Transfer Stations do not all have the same hours of operation. Site facility hours of operation are set and adjusted by the Regional District from time to time. These hours are not to be confused with overarching contractor site access.

Current operating hours can also be found on the Regional District of Fraser-Fort George's website at www.rdffg.ca

Dunster Regional Transfer Station Open dawn to dusk everyday West Lake Regional Transfer Station Hours of Operation Monday 9 am – 3 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Tuesday - Thursday	Hixon Regional Transfer Station Open dawn to dusk everyday Marshalling Area: Monday 8 am – 12 pm Thursday 10 am – 2 pm Friday 12 pm – 4 pm Saturday & Sunday 10 am – 4 pm Closed Tuesday and Wednesday
---	--

<p>Willow River Regional Transfer Station Hours of Operation Monday and Tuesday 8 am – 2 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Wednesday and Thursday</p> <p>Chief Lake Regional Transfer Station Hours of Operation Monday and Tuesday 9 am – 3 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Wednesday and Thursday</p> <p>Buckhorn Regional Transfer Station Hours of Operation Monday and Tuesday 9 am – 3 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Wednesday and Thursday</p> <p>McBride Regional Transfer Station Hours of Operation – November 1 – March 31 Mon, Thurs & Fri 9 am – 4 pm Saturday & Sunday 10 am–4pm Closed Tuesday and Wednesday</p> <p>Hours of Operation – April 1 – October 31 Mon, Tues, Thurs & Fri 9 am – 5 pm Saturday & Sunday 9 am – 4pm Closed Wednesday</p>	<p>Shelley Regional Transfer Station Hours of Operation Monday and Tuesday 9 am – 3 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Wednesday and Thursday</p> <p>Berman Lake Regional Transfer Station Hours of Operation Monday 9 am – 5 pm Wednesday 9 am – 3 pm Friday, Saturday, Sunday 9 am – 5 pm Closed Tuesday and Thursday</p> <p>Cummings Road Regional Transfer Station Hours of Operation Thursday – Monday 9 am – 5 pm Closed Tuesday and Wednesday</p> <p>Valemount Regional Transfer Station Hours of Operation – November 1 – March 31 Mon, Thurs & Fri 9 am – 4 pm Saturday & Sunday 10 am–4pm Closed Tuesday and Wednesday</p> <p>Hours of Operation – April 1 – October 31 Mon, Tues, Thurs & Fri 9 am – 5 pm Saturday & Sunday 9 am – 4pm Closed Wednesday</p> <p>Mackenzie Regional Transfer Station Hours of Operation Monday to Friday 9 am – 5 pm Saturday & Sunday 9 am – 3 pm</p>
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The Contractor will deliver the work specified herein at the Transfer Station throughout the year.

The Regional District retains the right to adjust operating hours and or restrict after-hours access to any or all sites. The Regional District will provide two weeks' advance written notice to the contractor of any change in operating hours.

The Contractor will provide and maintain an emergency contact phone number for emergency call out outside of regular hours of operation. This will be in affect Sunday to Saturday year-round. The Contractor will provide this emergency contact number to the Regional District prior to commencement of the Contract.

3. TRANSFER STATION OPERATIONS

- 3.1 The Regional District will provide and maintain a Transfer Station facility for the roll-off bin containers.
- 3.2 Any damage to the Regional District's facilities caused by the Contractor will be fully repaired at the Contractor's expense.
- 3.3 All roll-off bin container services are on an "on call" basis, only a Regional District representative can give direction on services.
- 3.4 The De-energizing and lock out of the Cardboard (OCC) roll off bin power units are the sole responsibility of the facility staff. Drivers are NOT to remove an OCC compactor roll off bin with out this procedure being strictly followed.

The driver, while servicing the OCC compactor roll off bins will conduct a thorough, complete and immediate cleanup of any materials that may spill from the bin and or power unit while removing the bin from the pad.

- 3.5 The Contractor may, with written authorization from the Manager, store equipment in designated areas of a Facility; however, the Regional District will not accept responsibility for damage, vandalism or theft and reserves the right to cancel the approval without notice.
- 3.6 Regional District staff and site contractors will be given a contact number for the Contractor including weekend and evenings

4. ROLL-OFF BIN HAULING SERVICE

- 4.1 The Contractor will provide hauling services within 24 hours of receiving notice from the Regional District.
- 4.2 All bin service requirements will be dispatched on an "**ON CALL**" basis. On-site staff will contact the Foothills Regional Landfill to request a service dispatch. This information will be communicated to the contractor via phone or email to affect the service dispatch. A mutually agreeable procedure is to be discussed with Regional District staff prior to commencing of the contract.
- 4.3 Regional District staff will be given a contact number for the Contractor including weekend and evenings.

5. ROLL-OFF BINS

The Contractor is responsible for the safe and effective operating condition of all rental roll-off fibre recycling bins. This includes but not withstanding minor damages as a result of usage of the bins safety chains, latches, guide rails, lifting hooks (cable or hook lift) or any other wear they may notice. The cardboard (OCC) compactor roll-off bins are the sole property of the Regional District. The Regional District is responsible for annual inspections and maintenance of all OCC compactor bins due to general wear. The contractor is also expected to report any minor damages as a result of usage of the bins safety chains, latches, guide rails, lifting hooks (cable or hook lift) or any other

damage they may notice on the cardboard (OCC) compactor bins.

6. TRUCKS

- 6.1 Trucks supplied by the Contractor must be of suitable size and carrying capacity to load, transport and discharge the Cardboard (OCC) compactor roll off bins from the Mackenzie, McBride and Valemount Regional Transfer Stations to the designated receiving facility as directed by the Regional District. As well as transport of Fibre recycling roll off bins from the aforementioned transfer stations to the designated receiving facility as directed by the Regional District, year-round, in all types of weather and road conditions.
- 6.2 Trucks lifting system design must be compatible with the rental fiber roll-off bins. All the Regional Districts Cardboard (OCC) compactor roll-off bins are equipped for both cable pull and hook lift trucks.
- 6.3 The Contractor will maintain their trucks and other related transport Equipment in good repair and will provide suitable replacement Equipment within 24 hours in the event of a breakdown.
- 6.4 Trucks must be road licensed and regularly inspected in accordance with Provincial Regulations and the Contractor will provide to the Regional District certificates of such license and inspection upon demand.

The Contractor will not permit hydraulic fluid, transmission fluid, fuel or oil from their Equipment to discharge to the ground at the Regional District's facilities.
- 6.5 All contractor trucks must be equipped with commercial spill kit for the purpose of effecting spill containment should a truck suffer a hydraulic system failure resulting in a leak while servicing any site location.

7. STANDBY EQUIPMENT

- 7.1 The Contractor will provide, at his expense, stand-by equipment so that, in case of breakdown, the bin-hauling operation will not be interrupted. Whenever an equipment breakdown occurs, the Contractor must immediately notify the Manager in writing of the breakdown. The written notification will detail the nature of the breakdown, the repairs required, the estimated repair time required and the Contractor's action plan for providing replacement equipment.
- 7.2 If the Contractor's equipment is inoperable, the Contractor will provide replacement equipment on the following basis:
- 7.3 The Contractor will provide suitable replacement Equipment within 12 hours in the event of a breakdown.
- 7.4 In the event that both the transport vehicle is inoperable and the Contractor is not able to meet the Contract requirements herein, the Owner may choose to correct the deficiencies as detailed in Article 21 Regional District's Right to Correct Deficiencies.

8. OPERATORS

- 8.1 The Contractor's truck operators must be experienced and familiar with the procedures and operations involved with loading, transporting and placement of all roll-off bin containers. Operators must be properly trained and certified and licensed for the equipment they are operating.
- 8.2 The Contractor must equip and train their operators in the proper use of personal protective clothing and equipment as required by the Provincial Workers' Compensation Act. Such protective clothing and equipment include, but is not limited to, safety footwear, high visibility apparel, safety headwear, and safety eyewear.
- 8.3 Operators will follow all directions given by the Regional District's staff and obey all Facility and Landfill regulations and procedures.
- 8.4 All operators will conduct themselves in a polite, professional manner at all times when dealing with the site staff, general public and other contractors.

9. RECORD KEEPING

The Contractor must keep the following records and make the records immediately available to the Manager when requested.

9.1 Health and Safety Plan

The Contractor must prepare a Health and Safety plan in accordance with the provincial *Workers' Compensation Act*. A copy will be submitted to the Regional District prior to commencing the Work. The Contractor's employees must acknowledge the plan by signing a form that is to be kept on file at the Contractor's facility/office. Training procedures and training records for each employee will be kept on file at the Contractor's facility/office.

9.2 Safety Meeting Records

The Contractor will have monthly safety meetings with their employees. Minutes of safety meetings will be kept on file at the Contractor's Prince George facility/office.

9.3 Accidents

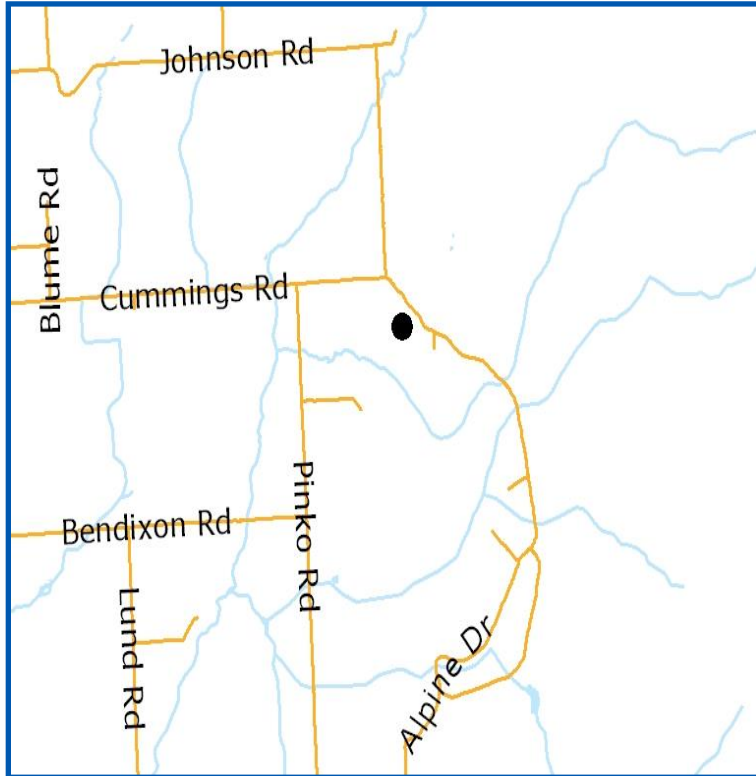
In the event of an accident, the Contractor will completely and accurately fill out an Incident Report Form and Accident Investigation Form supplied by the Regional District. These forms will be submitted immediately to the Project Manager. (See Appendix N).

9.4 Equipment Maintenance Logs

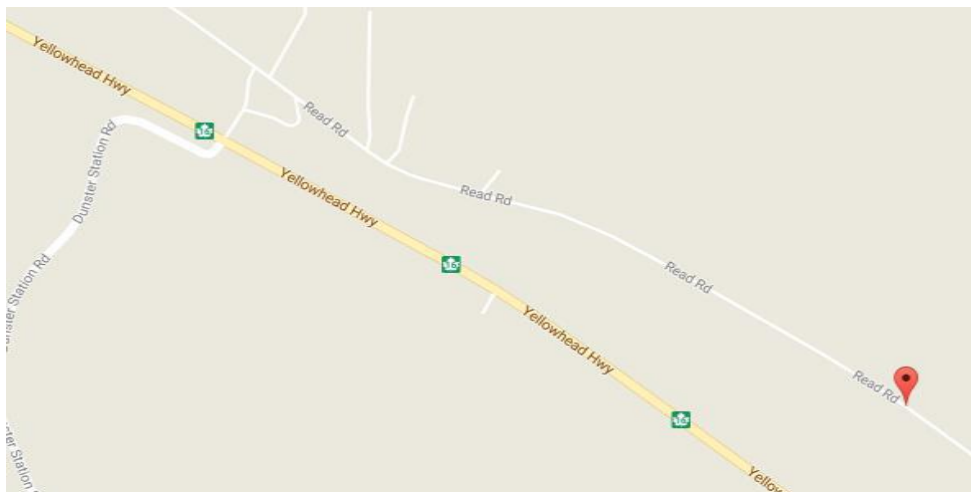
The Contractor will maintain equipment maintenance records for each Vehicle operating at the facility. The records will detail regular maintenance, repair Work and equipment inspections. The Contractor will provide copies of equipment maintenance records to the Regional District upon request.

APPENDIX M –TRANSFER STATIONS MAPS

Cummings Road Regional Transfer Station:



Dunster Regional Transfer Station:



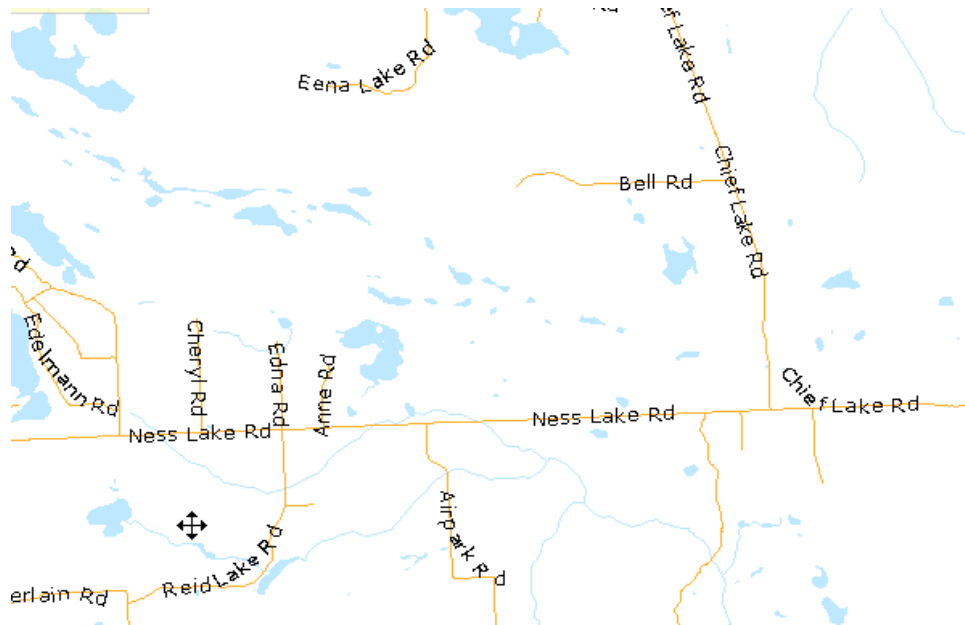
West Lake Regional Transfer Station



Hixon Regional Transfer Station



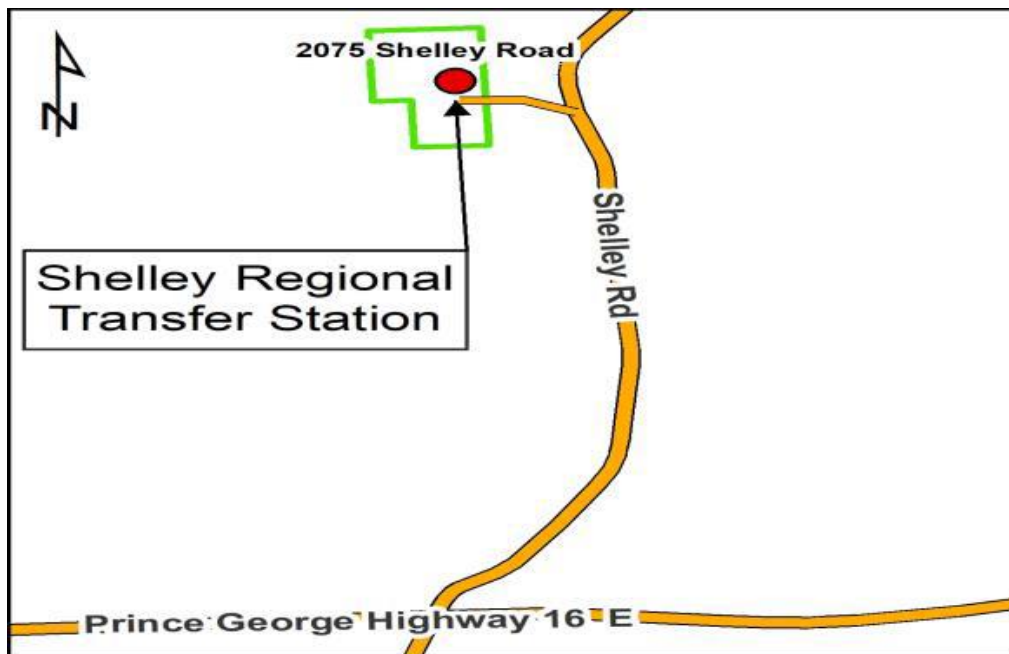
Chief Lake Regional Transfer Station



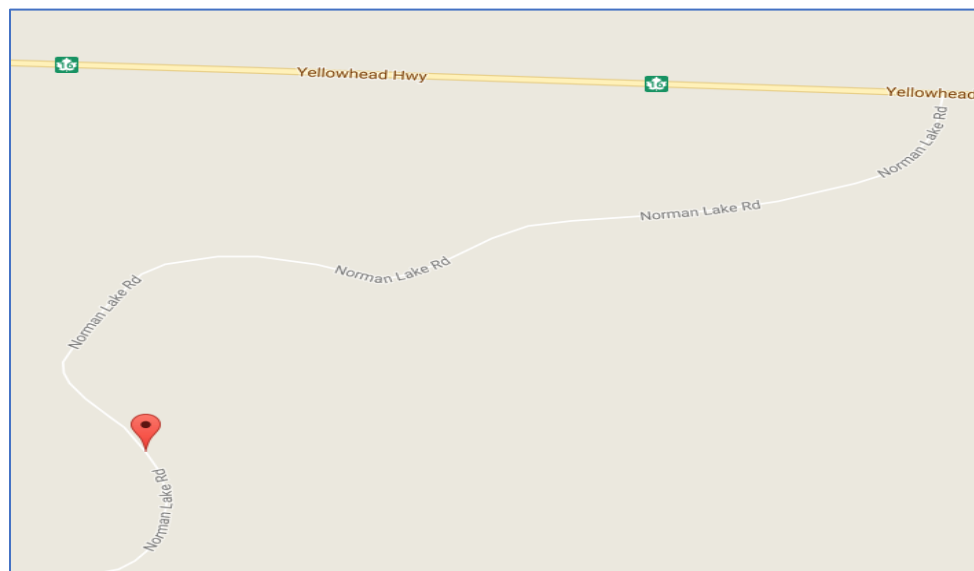
Willow River Regional Transfer Station



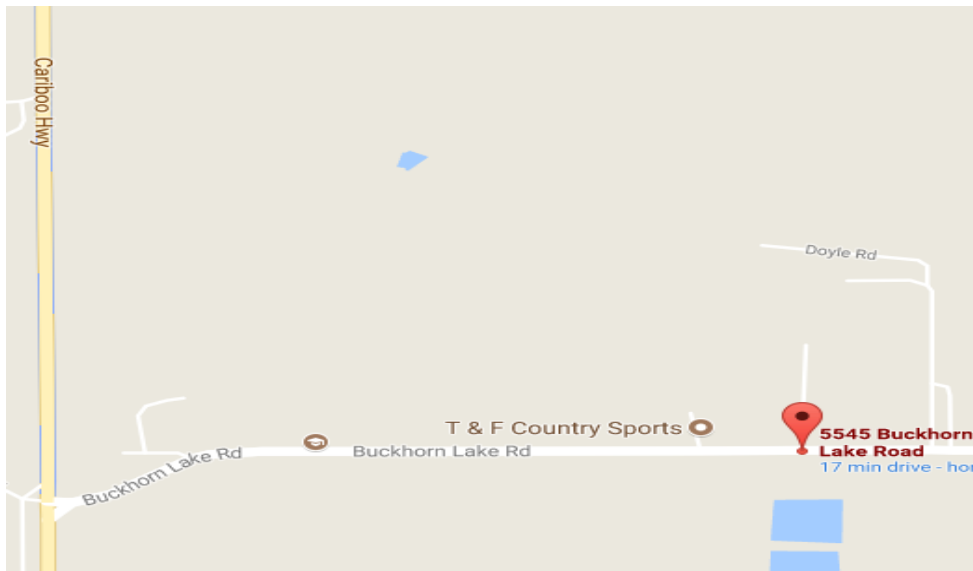
Shelley Regional Transfer Station



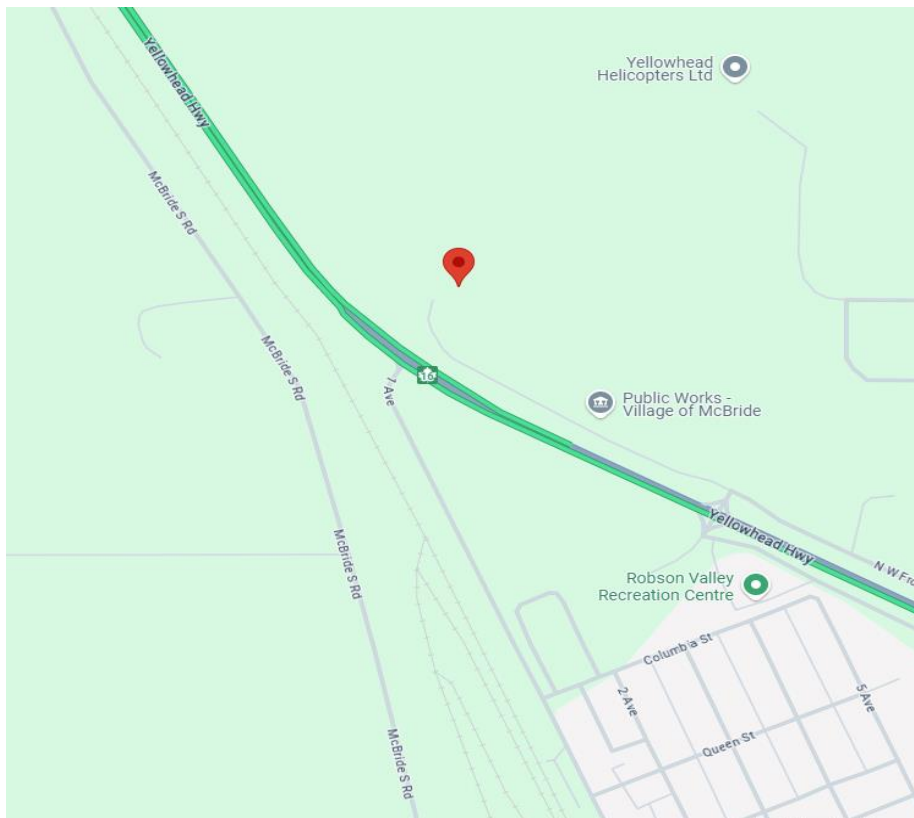
Berman Lake Regional Transfer Station



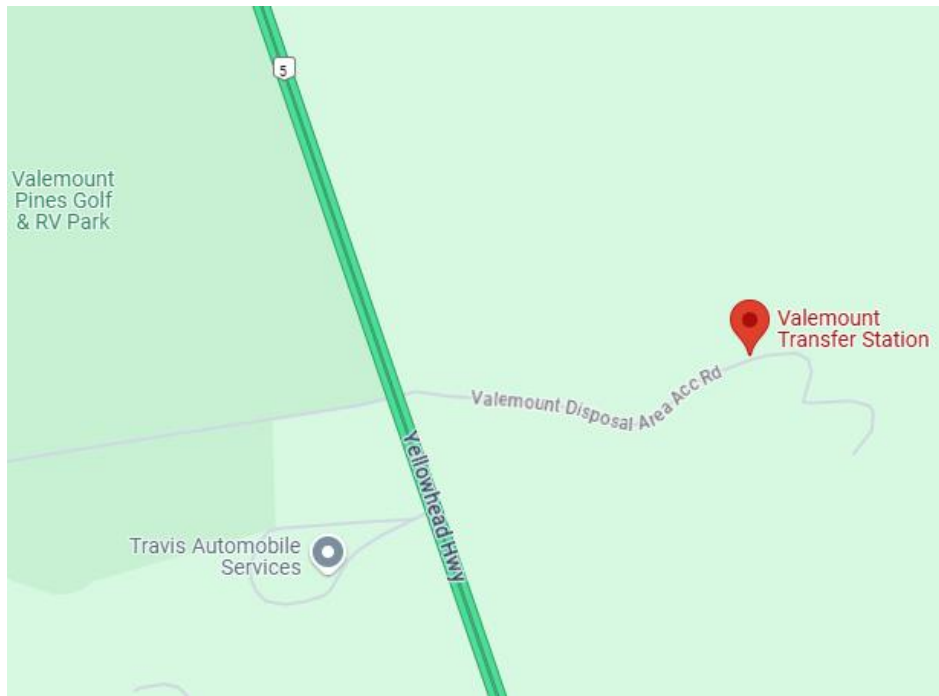
Buckhorn Regional Transfer Station



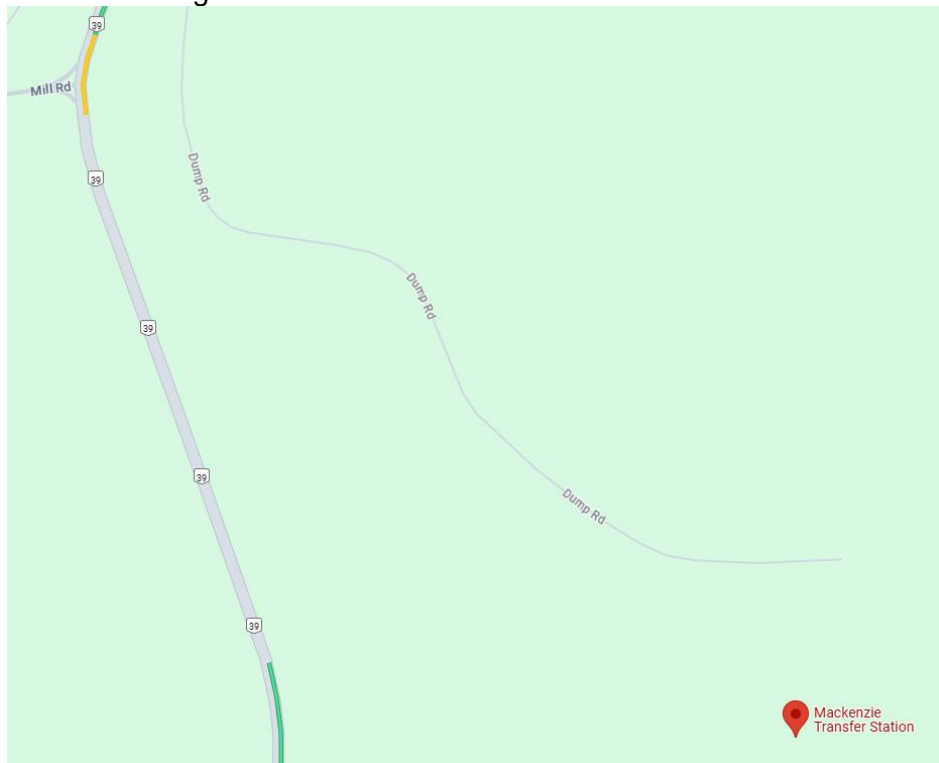
McBride Regional Transfer Station



Valemount Regional Transfer Station



Mackenzie Regional Transfer Station



APPENDIX N – INCIDENT AND ACCIDENT REPORT FORMS



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.



A. INVESTIGATING PERSON(s):

NAME: _____

DATE: _____
TIME: _____AM/PM

B. WORKERS INVOLVED:

NAME _____

TITLE _____

NAME _____

TITLE _____

NAME _____

TITLE _____

DATE AND TIME OF ACCIDENT/INJURY/INCIDENT: _____ : _____
HH : MM

☐ AM _____
☐ PM _____ DD / MM / Y

NATURE OF EVENT

- ☐ DANGEROUS
(NO INJURY)
- ☐ FIRST AID
- ☐ MEDICAL TREATMENT ONLY
(NO TIME LOSS)
- ☐ WORKER INJURY
(WITH TIME LOSS)
- ☐ OTHER _____
(EXPLAIN)

DESCRIPTION OF EVENT (USE A SEPARATE SHEET IF NECESSARY)

ACCIDENT CAUSE(s)

ACCIDENT CONTRIBUTING FACTOR(s):

PREVENTATIVE ACTION(s)

C. WITNESSES:

NAME _____

TITLE _____

NAME _____

TITLE _____

ATTACH STATEMENTS FROM WITNESSES TO THIS REPORT

D. FOLLOW UP ACTION(s):

E. RECOMMENDATIONS:

F. SIGNATURE(s)

SIGNATURE _____

DATE _____

SIGNATURE _____

DATE _____

A GUIDE TO ACCIDENT INVESTIGATION

In order to ensure a safe workplace, the Regional District will investigate accidents (including near misses), exposures, injuries, and occupational diseases.

An **accident** is an unexpected event or series of events that cause or have potential to cause physical harm to a worker. An accident occurs at a specific date and time. An accident may result in zero, one or many injured workers.

An **exposure** is the subjection to harmful conditions that, over a period of time, have the potential to result in abnormal health conditions, injury, or occupational disease. An exposure has an event start date and time and ends at an end date and time. An exposure may result in zero, one or many injured workers.

- The Regional District will investigate an accident or exposure when it resulted in injury requiring medical treatment or had a potential for causing serious injury.
- An incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated as soon as possible after the occurrence.
- The incident should be investigated by 2 people, one of whom should be familiar with the work process being carried out at the time of the incident. If feasible, include the participation of one worker representative and one employer representative.
- The purpose of investigation is to determine cause (or causes) so corrective action(s) can be taken to prevent recurrence.

PURPOSE OF AN ACCIDENT INVESTIGATION

An accident investigation should answer the questions: WHO, WHERE, WHEN, WHAT, WHY and HOW.

<i>This form collects information that answers:</i>	WHO Employer, injured worker other person(s) involved	WHERE Location of incident	WHEN Date and time of incident
<i>Your description of the accident will answer:</i>	WHAT	<div>Before the accident</div> <ul style="list-style-type: none">◆ What happened before the accident?◆ What were the events that led up to the accident?◆ What was the worker doing immediately prior to the accident? <div>At the time of the accident</div> <ul style="list-style-type: none">◆ What happened at the time of the accident?◆ What was the worker doing at the time of the accident?◆ What was the last event before the worker got injured? <div>After the accident</div> <ul style="list-style-type: none">◆ What happened after the accident?◆ Who were involved?◆ What treatment, if any, was given to the injured worker? <div>Other information</div> <ul style="list-style-type: none">◆ Other observations◆ Other related information	
<i>Accident cause(s) and contributing factor(s)</i>	WHY	From the "What", you should be able to identify the hazard(s) that the worker was exposed to and thus why the accident occurred.	
<i>Preventative action(s) section will answer:</i>	HOW	<div>Once you know "Why" an accident occurred, you can now determine "How" to prevent recurrence. For example:</div> <div><div>- Action to improve maintenance program</div><div>- Establish or revise safe job procedures</div><div>- Equipment/building repair or replacement</div><div>- Installation of guard or safety device</div><div>- Establish closer supervision</div><div>- Training/retrain person(s)</div></div>	

PURPOSE OF AN ACCIDENT INVESTIGATION

To determine the most probable cause and contributing factors, consider details of the investigation and, where possible, the worker's statement. Determine if the accident was due to an ACT of an individual, a CONDITION of the working environment, or a PERSONAL FACTOR inherent in an individual at the time of the accident.

Unsafe Act –A specific action or lack of action by an individual which would be considered UNDER THE INDIVIDUAL'S CONTROL. Generally, violation of safety rules or disregard of a hazard would be considered unsafe acts unless specific criteria indicate a personal factor to be in the cause. Examples:
Abuse of equipment, willful misconduct
Jumping from elevations
Not following established rules
Backing up with no guide

Unsafe Environment or Condition – A situation or event NOT CONTROLLABLE BY THE INDIVIDUAL (a condition causing an allergic reaction to some but not most workers should be considered personal factor and not an unsafe condition). Inadequate training or instruction should be considered a condition as opposed to a deficiency in skill or ability. Examples of Unsafe environment or condition:
Poor housekeeping, congested area
Failure of equipment, tool
Personal protective equipment not available
Poor visibility (eg – foggy)
Poor weather conditions
Pressurized material
Object lacks suitable handles
Orientation training lacking or inadequate

Personal Factor – where there is evidence of a deficiency in ability, physical conditions or mental attitude; and UNCONTROLLABLE FACTOR inherent in an individual at the time of the accident. Examples:
Work fatigue due to manual exertion
Influence of emotional problems
Illness or allergy
Influence of alcohol or drugs suspected

Improper Procedure – Examples:
Inadequate inspection
Not locked out
Failure to report unsafe conditions
Failure to get help
Work standard not available or inadequate
Safety program evaluation lacking
Improper use of equipment or tool