

CITY OF PRINCE GEORGE REQUEST FOR STANDING OFFERS (RFSO) P#16-055

2016 - 2017 SUMMER & WINTER EQUIPMENT FOR HIRE REGISTRATION PROGRAM

ATTENTION: *In early 2015, the City of Prince George updated its Registration Program, explicitly reframing the registration process as an RFSO and making other significant changes. Review this entire document carefully, and if needed, seek help from your advisors.*

INSTRUCTIONS TO REGISTRANTS

1. **REGISTRATION:**

Under this RFSO, The City of Prince George is accepting the registration of equipment for hire such as, but not limited to, loaders, crawler tractors, graders, backhoes, excavators, trucks, etc., for summer construction/maintenance projects, and winter snow clearing operations.

Equipment (with operators) will be hired by the City on an as-and-when required basis between May 1st, 2016 and April 30th, 2017.

Completed Equipment Registration Forms and/or updated Confirmation Forms should be submitted no later than **4:30:00 p.m. on April 8th, 2016 (Closing)**, to the attention of, Cathy McCallum or Joan Cassie, Public Works Department,

- hand delivered to 3990 – 18th Avenue, Prince George, B.C. or
- mailed to 1100 Patricia Boulevard, Prince George BC, V2L 3V9.

Forms received will be date and time stamped, or otherwise marked with date and time, by the City at the above address at the time of receipt, and the clock then in use for that purpose at the above address shall conclusively be deemed to be correct as to the date and time of receipt. Any forms received after the official Closing will be considered for placement on the reserve list for equipment (Reserve List).

2. **EQUIPMENT:**

Registrants shall ensure that equipment and operators are licensed to operate within the Province of British Columbia.

Equipment without the appropriate documentation will not be hired.

- 2.1 **Equipment Registration Form(s) (attached as Appendix C) showing equipment details, attachments, and rates, must be completed, signed and submitted for equipment to be registered with the City, unless particular equipment has already been registered with the City in prior years.**

In relation to equipment already registered in prior years, the Registrant must either:

- (a) **Complete, sign and submit Equipment Registration Form(s) (attached as Appendix C) showing updated details, attachments, and rates for the registered equipment, or**



(b) Follow these steps:

- (i) Request a Confirmation Form(s) from the City which the City would pre-populate with information regarding the registered equipment;**
- (ii) Once you receive the Confirmation Form(s), update the details, attachments, and rates for the registered equipment, by hand, to the extent that such information has changed;**
- (iii) Initial, by hand, any changes made in step (ii);**
- (iv) Sign and submit the updated Confirmation Form(s).**

The City reserves the right, but assumes no obligation, to independently consider, investigate, research, analyze, request or verify any information or documentation, whether or not contained in the forms submitted, by contacting the Applicant, Registrant or any third party, including without limitation checks on references, credit status, criminal record, litigation, bankruptcy, conflict of interest, and other acceptability considerations. The City reserves the right to reject any form, Applicant, or Registrant which in the opinion of the City is unacceptable.

Standing Offers. By signing and submitting Registration Forms and/or Confirmation Forms, the Applicant is representing and warranting that the information in the form(s) is accurate, and that the Terms and Conditions of Contract in Appendix A to this RFSO are acceptable to the Applicant.

The signed form(s) submitted to the City constitutes an open, revocable offer by the Applicant to the City to enter into a Contract and complete specific work assignments in accordance with all applicable terms and at quoted rates. Subject to the provisions appearing below, the offer remains open until April 30, 2017.

Pre-Closing. By submission of a clear and detailed written notice, the Applicant may unilaterally modify or withdraw its form(s) no later than the Closing.

Post-Closing. The Applicant/Registrant may only modify its form(s) after the Closing with the prior written approval of the City (which may be withheld in the City's sole and absolute discretion). By submission of a clear written notice, a Registrant may withdraw its form(s) after the Closing, provided that such notice is received by the City prior to the Registrant being engaged by Contract for a specific work assignment (in which case, the Registrant's withdrawal would be effective in relation to future work assignments, but not ongoing work assignments, except with the written approval of the City).

Contract Formation. If the City selects any Registrant in relation to a particular work assignment, the City would contact the Registrant by phone, email, fax, or other means, specifying the time, place and other information relevant to the work assignment. The City may specify that the equipment (with operator) is needed for a day, a part of a day, an hour for a given project, multiple projects, and/or for as long as the City may estimate. The City may contact the Registrant on short notice, particularly in emergency situations. In response, the Registrant may confirm its Standing Offer, together with the acceptability of the time, place and other work-



specific information communicated by the City, ***by physically reporting to the work site ready to perform as specified by the City***, and as contemplated under this RFSO and the Standing Offer.

The first time that the City allows the Registrant to begin a particular work assignment between May 1, 2016 and April 30, 2017, the contractual implication would be that the City is formally accepting the Registrant's Standing Offer, and a Contract between the City and the Registrant is thereby created. ***No further contractual documents or additional signatures by the City or the Registrant are contemplated to create the Contract.*** If two or more Registrants are inadvertently or intentionally invited by the City to complete the same work assignment, and the City determines that fewer Registrants are needed for that assignment, then the City may formally accept the Standing Offers of fewer Registrants than the number invited, for the purposes of Contract formation, by allowing fewer Registrants to begin the work at the designated time/place, and no contractual obligations will arise in relation to any Registrants turned away from the work site by the City.

2.2 The following documents may be submitted after the Closing, but the Registrant shall ensure that these documents are submitted to the City before a Registrant begins to perform its first work assignment of 2016/2017:

- (a) Certificate of Weight of Motor Vehicle/Trailer (Form CVSE1061 Sep 2012)
For Trucks/Trailers Only: Attached as Appendix D is Form CVSE1061, which **shall** be **filled out completely by the Registrant** before the vehicle is taken to the Scales to be weighed. Alternately, if you have provided a current Form T-14 or CVSE1061 to the Ministry of Transportation, a photocopy of the form can be submitted to the City. If there haven't been any changes to the vehicle from the 2007 - 2016 submissions, we will accept a photocopy of CVSE1061 or Form T-14. If you had not submitted CVSE1061 or Form T-14, you will need to take the vehicle to the scales and have it weighed.
- (b) Proof of Vehicle Insurance with a minimum of \$3,000,000.00 public liability coverage and Commercial Vehicle Inspection Report;
- (c) 2016 City of Prince George Business License;
- (d) Proof of current registration with WorkSafe BC (Clearance Letter).
- (e) **Owner/Operators** are required to produce a letter from WorkSafe BC proving Person Optional Protection (POP). In the absence of the POP, the "**Owner**" will not be allowed to operate their equipment while working for the City.
- (f) Municipal Decal where appropriate (required for any equipment travelling on City roads);
- (g) GST Number;
- (h) Heavy Equipment Inspection Form (for heavy wheeled equipment only); see Appendix B;
- (i) Operator's manual shall be on board for all equipment as per WorkSafe BC's requirements.



Once these documents are submitted, the Registrant shall notify the City of any material changes in equipment availability, and in the information contained in these documents (except item j), as soon as practicable after a material change comes to the attention of the Registrant. The City may request updated versions of these documents, at any time, and the Registrant shall deliver updated versions promptly following a City request.

2.3 FLASHING AMBER LIGHTS

Each item of equipment operating on public roads shall be equipped with a flashing amber light. Public Works Department staff may inspect equipment prior to hiring.

2.4 WORKSAFE BC:

Pre-trip inspections are to be carried out on any mobile equipment the City hires (trucks, bobcats, pavers, loaders, excavators etc.). All mobile equipment operators shall perform pre-trip inspections of the equipment and record all inspections as per WorkSafeBC regulation #16.34.

Contractors and/or mobile equipment operators shall arrive on City's work sites with all personal protective equipment as per WorkSafeBC regulation #8.2

WorkSafeBC Regulation #16.34

16.34 Start of shift inspection

(1) The operator must inspect the equipment before the start of operation on the shift and thereafter as required to ensure the safe operating condition of the equipment.

(2) The operator must report defects and conditions affecting the safe operation of the equipment to the supervisor or employer.

(3) Any repair or adjustment necessary for the safe operation of the equipment must be made before the equipment is used.

Any fines levied by WorkSafeBC to the City of Prince George for rental equipment that has not been recording pre-trip inspections will be deducted from the Contractor's invoice when submitted to the City for payment.

2.5 CITY OF PRINCE GEORGE COMMUNICATION POLICY

The City policy **will apply to all** Contractors working for the City of Prince George, which states:

All City employees operating mobile equipment on City related business must do so in a safe and efficient manner. Remember, your first responsibility is safe driving; always buckle up; keep both hands on the wheel and your eyes and mind on the road.

With respect to mobile communications devices:

- 1. Employees are prohibited from placing, receiving or checking messages on mobile communications devices while operating mobile equipment. If placing any calls, the employee must first safely pull off the roadway and come to a complete stop. When receiving calls, it is the responsibility of the driver to allow*



all calls to go to voice mail, to be retrieved and responded to when the employee is not driving.

2. *The 2 way radio can be used to inform a driver that they should phone when safe to do so. Two way radio messages shall be kept brief as possible.*
3. *Passengers can take or send calls when available.*

2.6 SPILL KITS

The City of Prince George is required to comply with all Federal, Provincial, and Municipal regulations and/or bylaws relative to equipment working in close proximity to sensitive areas, such as rivers and lakes.

In order to comply with regulations, all Registrants shall be aware that the any and all equipment that has integral hydraulic operating systems, such as loaders, graders, backhoes, and trucks, are required to have an appropriate spill kit installed on-board, and available in the units working for the City of Prince George.

In addition, all operators of the equipment shall be fully trained in the use of the spill kits. All Contractors selected to provide external equipment to the City of Prince George are required to comply with these requirements. Non-compliance at any time during the term of the Contract may result in immediate removal from the current registration list, followed by a period of ineligibility from the Registration Program for a period of one (1) year.

City staff responsible to hire firms to provide external equipment services will, on a frequent basis, inspect the equipment hired to ensure compliance with this requirement.

- 2.7 VEHICLE ANTI IDLING POLICY** - In 2009, the City adopted a Vehicle Idling Policy that is intended to promote the reduction of unnecessary idling of vehicles. Contractors that enter Contracts for services as a result of this RFSO are advised that they are required to adhere to the vehicle idling policy while visiting any City facility. All City Facilities are considered No Idle Zones, and Contractors are expected to comply with the policy.

- 2.8 CONTRACTORS FUEL USE** – The City is required as part of legislative requirements to collect fuel use data from Contractors working for the City. The City will submit a request only for Contracts totalling over \$25,000 per annum. Contractors shall provide the total amount of fuel used within a calendar year prior to December 31st.

3. EQUIPMENT RENTAL RATES

3.1 EQUIPMENT AND ATTACHMENTS:

The Applicant shall indicate the hourly rate of pay for the item of equipment to be registered, and indicate any additional rate required for any attachments listed. All equipment will be listed in base price order. Only one rate will be accepted for the term of this registration.

The City will accept weekly & monthly rates for the following types of equipment:

- i. Pup Trailers
- ii. Skid Steers
- iii. Trailers



The rate of pay shall be for both equipment and operator and shall remain in effect until April 30, 2017. Do not give separate winter and summer rates; give only one rate. There shall be no additions to the submitted hourly rental rates with respect to overtime, work done on statutory holidays or weekends. The rate of pay submitted shall include all costs, including but not limited to fuel, equipment, labour, call out time, maintenance. The City will NOT consider any submission that includes a minimum callout charge for equipment.

3.2 TRANSPORT COSTS

A transport cost allowance is understood to be included in the rental rate. Where rentals are for periods where mobilization cost becomes a concern because equipment is required to be moved between City projects, transport costs may be reimbursable if negotiated and confirmed in writing by the City prior to hire. Transport costs, if applicable, may be a contributing factor to a rental selection.

3.3 AIR QUALITY

The City is committed to improve the air quality in our community and to working with industry to achieve this goal. Air measurements have indicated that road dust contributes to poor air quality. To help reduce the amount of airborne particulate the City requires that all rental trucks be equipped with tarps. Trucks fitted with tarps on soil/asphalt hauls will be given preference if all other rental conditions are equal.

4. TRANSFERABILITY:

Substitution or replacement of equipment is acceptable when it relates to similar equipment type and size group. Substitution or replacement is not acceptable when the unit is in a different type and size group than the unit being replaced. The replaced equipment shall retain the same hourly rate as the equipment being replaced.

All Registrants are advised that the City will not accept any amendments to equipment upgrades during the Contract in order to advance to the newer schedule of years listing. An example is provided below:

If the City initially accepts a unit that is 20 years or older during the Contract term, and the Registrant chooses to upgrade that said piece of equipment into the '20 years or newer category', the City will NOT automatically advance (or boost) that newer equipment to the primary list. The City will only consider changes to the schedule listing of years on an annual basis.



5. PAYMENTS:

External equipment rental time slips will be issued at the end of each shift and shall form the basis for payment.

EXTERNAL EQUIPMENT RENTAL
2016 - 2017 INVOICING SCHEDULE

Cut Off Date	Invoicing Date	Payment Date	Cut Off Date	Invoicing Date	Payment Date
1-Apr-16	5-Apr-16	18-Apr-16	9-Dec-16	13-Dec-16	26-Dec-16
15-Apr-16	19-Apr-16	2-May-16	23-Dec-16	27-Dec-16	9-Jan-17
29-Apr-16	3-May-16	16-May-16	6-Jan-17	10-Jan-17	23-Jan-17
13-May-16	17-May-16	30-May-16	20-Jan-17	24-Jan-17	6-Feb-17
27-May-16	31-May-16	13-Jun-16	3-Feb-17	7-Feb-17	20-Feb-17
10-Jun-16	14-Jun-16	27-Jun-16	17-Feb-17	21-Feb-17	6-Mar-17
24-Jun-16	28-Jun-16	11-Jul-16	3-Mar-17	7-Mar-17	20-Mar-17
8-Jul-16	12-Jul-16	25-Jul-16	17-Mar-17	21-Mar-17	3-Apr-17
22-Jul-16	26-Jul-16	8-Aug-16	31-Mar-17	4-Apr-17	17-Apr-17
5-Aug-16	9-Aug-16	22-Aug-16	14-Apr-17	18-Apr-17	1-May-17
19-Aug-16	23-Aug-16	5-Sep-16	28-Apr-17	2-May-17	15-May-17
2-Sep-16	6-Sep-16	19-Sep-16	12-May-17	16-May-17	29-May-17
16-Sep-16	20-Sep-16	3-Oct-16	26-May-17	30-May-17	12-Jun-17
30-Sep-16	4-Oct-16	17-Oct-16	9-Jun-17	13-Jun-17	26-Jun-17
14-Oct-16	18-Oct-16	31-Oct-16	23-Jun-17	27-Jun-17	10-Jul-17
28-Oct-16	1-Nov-16	14-Nov-16	7-Jul-17	11-Jul-17	24-Jul-17
11-Nov-16	15-Nov-16	28-Nov-16	21-Jul-17	25-Jul-17	7-Aug-17
25-Nov-16	29-Nov-16	12-Dec-16	4-Aug-17	8-Aug-17	21-Aug-17

Invoices together with yellow copies of the external equipment rental time slips shall be dropped off by the Contractor at the Customer Service Centre on the main floor at City Hall prior to 12:00 Noon of the invoicing date in order for payment to be made on the City payment date. When the above dates fall on a Statutory Holiday, move one working day ahead for each statutory holiday. Contact Accounts Payable, 561-7600 Local 252 and confirm whether cheques are to be mailed out or picked up and this will remain standard for the duration of this schedule.

Invoices received at City Hall after 12:00 Noon of the invoicing date will not be processed or paid until the following City payment date. Any shift commencing one day but finishing the second (following) day will be considered work done on the second day for invoicing and City payment purposes.



6. PROCEDURE FOR HIRING/DISMISSING RENTAL EQUIPMENT

PURPOSE:

In managing Operations, City Supervisors rely heavily on the use of rental equipment.

The City calls for and registers summer & winter rental equipment.

This procedure will provide guidelines to City Supervisors who will judge the performance of rented equipment, to determine the suitability of equipment and/or operator for various operations.

The three areas of concern in administering the equipment registration are:

- 1. Hiring
- 2. Dismissal
- 3. Rehiring

6.1 HIRING RENTAL EQUIPMENT

6.1.1 THE REGISTRATION PROCESS:

The registration process provides a competitive process, which is a major factor in managing costs. The Registrant's ranking on the registration lists is based primarily on the type of equipment, rental rate, and other information related to each piece of equipment submitted. Getting onto a registration list is relatively straight-forward: the City typically checks Registration Form(s) and Confirmation Form(s) to ensure that they were properly completed and signed. Except as otherwise set out under this RFSO, the City does not set other evaluation criteria in relation to registration.

In any event, the City reserves the right to contact an Applicant/Registrant to complete any missing information or signatures on any form at any time, including post-Closing, or to waive any requirement of the City or this RFSO associated with potential non-compliance (including material non-compliance) with RFSO requirements, and/or waive any related deficiency on the part of the Applicant/Registrant, its forms, or any of its equipment/operators. In addition, the City reserves the right to refuse to register an Applicant/Registrant in relation to any or all equipment/operators, based on the grounds set out in relation to dismissal, below, and any other acceptability considerations.

The City of Prince George reserves the right to select equipment at any time after Closing, through an assignment-by-assignment assessment, including based on rates, testing or inspection, and other factors described in relation to particular pieces of equipment under this RFSO. This provides increased operational efficiencies and resiliency, due to a consideration of multiple factors including equipment technology and/or specifications. The City may examine equipment (including operators) through interviews, inspections, driver testing, or other techniques, in an effort to demonstrate additional value not presented at the time of RFSO.

An example: a Registrant may have submitted information regarding a unit with a certain size of blade, and through discussions with the Registrant, a larger blade is made available at higher unit cost resulting in increased productivity and lower total costs to the City.



Despite any other provision of this RFSO: (i) in no event will the City be bound to select the lowest priced equipment for hire, or any equipment for hire, in relation to particular work assignments, and (i) the City reserves the right to hire and/or register additional equipment/operators at any time whatsoever, including without limitation where no Registrant is offering equivalent equipment or where insufficient equipment is available.

6.1.2 PRIORITIZING EQUIPMENT LISTS BY CATEGORY OF EQUIPMENT:

Following the Closing of this RFSO, the following steps will be taken:

Individual pieces of equipment will be sorted into separate categories.

Within each category, equipment is to be listed in order of its hourly rental rate. In some cases, a number of pieces of equipment in the same category will have the same rental rate. In such situations, the following parameters will be used to determine the order of equipment in a category:

a) Loaders:

Loaders with the same rental rate will be listed in order of their bucket capacities with units with larger bucket capacities being given preference. Where two loaders have the same bucket capacity, they will be placed in a subgrouping and will be listed in the order of the date of manufacture, with preference given to newer pieces of equipment.

b) Graders (both summer and winter):

Where more than one grader is listed at the same rental rate, preference will be given to the machine with the higher horsepower rating. Where more than one grader has the same horsepower rating within a subgrouping, preference will be given to the newer machine.

B.1 The 2016 Grader Retainer Program

The City anticipates a similar RFP process in relation to graders/operators engaged for the 2016-2017 snow clearing season. In other words, a two-step process is contemplated:

Step 1. Grader owner/operators (whether intended for summer and/or winter use) are instructed to register their equipment under this RFSO, just like any other equipment (e.g. quote hourly rates only);

Step 2. Registrants (including those on the Reserve List) who have registered graders for snow clearing operations may receive a short-form Request for Proposals (RFP) for the 2016-2017 Grader Retainer Program. The Request for Proposals may also be made available to other owner/operators at their request, even if unregistered, in the City's sole and absolute discretion, including without limitation where insufficient equipment is available. Those Registrants and owner/operators who receive the Request for Proposals will have the opportunity to quote monthly



retainer fees in connection with snow clearing operations. *Please do not quote monthly retainer fees in your Registration Forms and/or Confirmation Forms submitted in response to this RFSO (i.e. do not quote retainer fees as part of Step 1). Any retainer fees quoted as part of Step 1 will be ignored by the City.*

Note that the terms and conditions of any agreements, established under the Grader Retainer Program, may amend or supplement the terms of Contract established under this RFSO, in relation to snow clearing operations.

c) Crawler Tractors:

Where Crawler Tractors have the same rental rate, preference will be given to machines with greater horsepower. In subgroups of crawler tractors with the same horsepower, preference will be given to the newer machines.

Snow Dumps:

When hiring for snow dumps, preference will be given to D8 or equivalent machines equipped with U-blades greater than 10.5 square metres in area. Owners must submit the names of operators indicating their experience in working in uncompacted snow slopes or similar materials.

d) Backhoes and Excavators:

Where Backhoes and Excavators are listed with the same hourly rental rate, preference will be given to units with the larger bucket capacity. Where bucket capacities in a subgroup are the same preference will be given to the newer piece of equipment.

e) Trucking:

Where more than one truck has the same unit rate within a subgroup preference will be given to the newer unit.

f) Miscellaneous Equipment:

Within the category where similar equipment is registered at the same rental rate preference shall be given to the newer pieces of equipment.

In situations where equipment is considered by the City to be equal, then equipment will be listed in alphabetical order in reference to the name of the Registrant or company as listed on the City's submitted registration form.

Please note that the selection guidelines set out in this RFSO are non-binding. In selecting equipment for specific work assignments, the City may consider any other factors it considers relevant, including past performance, equipment reliability, response times, and other factors. As one example of a less obvious factor that the City may consider relevant: Potential hours of operation in allocating equipment to City Snow Dumps may be considered.



If the City attempts to contact a Registrant for a particular work assignment but is unable to promptly confirm the Registrant's interest in the assignment, or if the City is otherwise unsuccessful in promptly arranging for the Registrant to report to the work site, then the City may select and contact another Registrant, in its sole and absolute discretion, without any obligation whatsoever to the Registrant(s) previously contacted.

6.1.3 HEAVY EQUIPMENT INSPECTION FORM

(does not apply to trucks):

The City expects that Contractors' equipment comply with criteria listed in Appendix B, Heavy Equipment Inspection Form.

6.1.4 EQUIPMENT AGE:

As a result of the need to obtain reliable equipment, the City prefers to hire equipment that is less than twenty (20) years old. The reasons for this are that the frequency of breakdown is generally higher in older equipment, it is normally less productive, and lacks many of the refinements present on newer models.

The selection order for equipment, considering age is as follows (all other factors being equal):

- (1) Equipment that is less than twenty (20) years old and is submitted by the Closing.
- (2) Equipment that is greater than or equal to twenty (20) years old and is submitted by the Closing.
- (3) Equipment that is less than twenty (20) years old is submitted after the Closing (Reserve List).
- (4) Equipment that is greater than or equal to twenty (20) years old and is submitted after the Closing (Reserve List).

6.2 DISMISSING RENTAL EQUIPMENT

Once hired, rental equipment and operators will be expected to perform at a reasonable level. If a situation develops where such performance is not acceptable, a **WARNING** or a **DISMISSAL NOTICE** will be issued by a City Supervisor, documenting the reason for the warning or dismissal. Normally, one warning notice will be issued before the City will consider dismissal of a piece of equipment and/or operator.

FOR SERIOUS PROBLEMS HOWEVER, THE WARNING STAGE MAY BE BYPASSED RESULTING IN IMMEDIATE DISMISSAL.

"Dismissal" means that the Contractor will receive no further calls from the City regarding specific work assignments for the remainder of the Contract term (or for a shorter period of time, if specified by the City), in relation to one or more specified pieces of equipment and/or operators, or all of the Contractor's equipment and/or



operators, as set out in a dismissal notice. In addition (or alternatively), a dismissal notice may include instructions to wind down or immediately cease ongoing work assignments. The Contractor shall comply with any such notice.

The following are possible reasons for dismissal:

6.2.1 EQUIPMENT PERFORMANCE:

Equipment shall remain in reliable and roadworthy condition and shall be able to keep up with and perform to the same standards as equivalent City equipment.

6.2.2 PROPERTY DAMAGE:

Property damage will be documented by City Supervisors who will record the number of occurrences of property damage and/or the significance of any single incident. Abnormally high levels of damage due to operator error or damage of a repetitive nature is unacceptable.

6.2.3 OPERATOR ATTITUDE:

Poor operator attitude towards the public, City Supervisors, or other employees, which degrades the team effort or the public perception of City operations, will not be tolerated.

6.2.4 INSUBORDINATION:

A rental equipment operator failing to obey a directive, which has been clearly communicated by a City supervisor, concerning a reasonable request related to the work of the equipment operator will be subject to dismissal. This may include using foul and abusive language.

6.2.5 ABILITY TO FOLLOW INSTRUCTIONS:

Rental equipment operators shall demonstrate that they are able to follow instructions.

6.2.6 FAILURE TO OBSERVE SAFETY REQUIREMENTS:

Failure to observe safety requirements including the appropriate use of personal protective equipment will be grounds for dismissal.

6.3 REHIRING RENTAL EQUIPMENT

Once Registrants have corrected the problem that resulted in the dismissal of the equipment by the City, they may reapply for hire by completing the REHIRE DECLARATION portion of the DISMISSAL NOTICE, attaching any documentation that is necessary for rehire by the City.

When rehousing equipment, the City will give consideration to the interruption and the reduced effectiveness of operations caused by switching equipment. This may mean that equipment will not be rehired until required for the next start up of operations, the next suitable work assignment, or the next annual registration period.



7. TRUCK SELECTION PROCESS:

GENERAL:

The type(s) of truck selected i.e. Belly Dump versus Tandem Axle, will be based on the type considered most suitable (economic) including practicable, for the operation(s) involved during the rental period. Once the City has determined which truck type to use, we will refer to the equipment registration list and will choose the most economic truck(s) listed under those type(s) that are considered suitable.

7.1 GRAVEL/SOIL HAUL:

Once the type(s) of truck has been determined, rental trucks will be selected on the basis of dollars per tonne per hour.

The rate of \$/t/hr is calculated by:

- Deducting the Unladen Weight from the Allowable Gross Vehicle Weight (AGVW) to arrive at a Payload Weight; and
- The hourly rental rate will then be divided by the Payload Weight, i.e.

$$\frac{\text{Hourly Rental Rate}}{(\text{AGVW} - \text{Unladen Weight}) \text{ tonnes}} = \text{\$/tonne/hour}$$

7.2 SNOW HAUL:

To ensure consistency of selection and that trucks are properly equipped for winter snow haul operations, the City will **confirm** the inside dimensions of the truck box(es) at the City Yard, to arrive at a volume that the truck is capable of carrying during snow hauling operations. The truck will be measured in the configuration as presented at the time of measurement including high sideboards.

The City inspector will determine the volume that the truck box(es) is (are) reasonably capable of holding and will calculate the resulting payload for a snow haul using the density of 0.6 tonnes per cubic metre. **The resulting payload shall be less than or equal to the legal payload for the truck.** If the payload is greater than the legal payload, then the truck carrying capacity will be used to determine the unit rate per cubic metre of snow per hour.

It should be noted that the snow density as measured in City trucks has been found to vary between 0.45 and 0.7 tonnes per cubic metre.

The City will not accept responsibility for a truck overload condition.

7.3 HIGH SIDEBOARDS:

It is **preferred that trucks be equipped with high sideboards for snow hauls.** Trucks may be utilized as part of a loader or snow blower operation and **should** be capable of moving high sideboards from one side of the truck to the other at the job site. To assist with loading in any City operation, the truck side being loaded shall be less than or equal to 2.85 metres, (112 inches) measured above the ground.

The high sideboard opposite the side being loaded shall **not exceed** 2.15 metres (7 feet) inside truck box measure.



Rental trucks for a snow haul will be selected on the basis of dollars per cubic metre per hour (\$/m³/hr).

Registrants shall contact the Public Works Department by calling 561-7660 to arrange an appointment for the truck measurement and volume calculation before they arrive at the City Yard. Registrants shall ensure that all sideboards are measured no later than December 15th for each snow season. Trucks will only be measured once during the 2016/2017 snow operations season.

Disputes or concerns regarding truck selections are to be submitted to Public Works Department, in writing, with sufficient details to enable the concern to be properly addressed.

8.0 TOOL BOX SAFETY MEETING FOR SNOW REMOVAL

According to Worksafe law, employers have responsibility not only for their own workers, but also for external equipment operators contracted to provide city services.

Employers are responsible for all workers in the workplace. For the City or Prince George, this means almost anyone working in any of our facilities or on our property.

We need to organize and monitor the contractors just as we normally do our employees.

In order to effectively coordinate contractors, it is necessary to understand the Workers' Compensation Amendment Act and the WCB OHS Regulation.

The purpose of this program is to ensure that everyone working on City of Prince George property is not placed at risk because of a lack of knowledge of workplace hazards, or a lack of coordination of workplace safety.

All contracted operators shall be available to attend a safety orientation and safe work practices meeting scheduled by the City prior to commencing snow removal operations. Attendance is mandatory. Contracted operators that are not in attendance shall be disallowed to perform snow removal activities for the City of Prince George until the safety orientation is complete. A change in contracted operator mid-season shall be communicated to the City of Prince George. Arrangements will be made by the City to conduct a safety orientation and safe work practices session with new mid-season operators prior to their participation in snow removal activities.

9.0 EXCAVATORS FOR UTILITY WORK

To ensure that the City has appropriate rental equipment and operators for its operations, the following requirements will apply to excavators for utility work.

9.1 Equipment owners must submit the proposed equipment operators' name complete with a summary of the operators' excavator experience and training, including trenching experience in a Municipal setting. References, if available, should also be submitted.



- 9.2 A manufacturer's lifting capacity chart for the submitted excavator(s) shall accompany registration. Excavators shall be capable of lifting 3,500 kilograms (7,600 pounds) at a 6.1 metre (20-foot) extension. Alteration to the original equipment affecting the lifting capacity shall be certified by a professional engineer and submitted at the time of registration.
- 9.3 Auxiliary equipment for the excavator including hoe-pac attachments may raise the equipment up the priority list.

10.0 WATER TRUCKS

Water Trucks shall have a current hydrant use permit (CPG Bylaw #7479 Schedule "B" City of Prince George Hydrant Use Permit For Temporary Hydrant Connections) along with a copy of "Hydrant Operations Procedures" and a list of "Designated Use Hydrants" in their vehicles at all times and if asked by City staff, produce the document when requested.

All water trucks shall have backflow prevention devices installed that are acceptable to the City; the requirements are outlined in the permit.

Failure to comply with permitted use may result in permit cancellation.

11.0 HOURS OF WORK:

11.1 TRUCKS:

Truck Registrants are responsible for compliance with all requirements of the National Safety Code with respect to Hours of Work.

11.2 EQUIPMENT:

Registrants are required to ensure that operators do not work more than sixteen hours in any twenty-four hour period.

12.0 INTERPRETATION:

12.1 DEFINITIONS:

In this RFSO, the following terms have the following meanings:

"Applicant" means an owner/operator who submits a Registration Form and/or Confirmation Form to the City in response to this RFSO (whether or not its equipment has been registered with the City in prior years);

"Contract" means a written agreement as described in Appendix A, if created by the City and the Contractor according to the process for offer and acceptance described in this RFSO. For greater certainty, "Contract" does not refer to any preliminary contract relating to the registration or selection process (which may be referred to by Canadian courts as



‘Contract A’), but refers only to any performance contract relating to work assignments (which may be referred to by Canadian courts as ‘Contract B’);

“Contractor” means a Registrant who has been engaged by the City under Contract for a work assignment, as described under this RFSO;

“Program” means the 2016 - 2017 Summer & Winter Equipment for Hire Registration Program described under this RFSO;

“Registrant” means an Applicant who has been approved by the City for registration purposes under this RFSO.

12.2 NO ‘CONTRACT A’:

This RFSO is not an offer in relation to the formation of any contract, including any bid contract, preliminary contract, collateral contract, or “contract A”. No agreement of any kind (express or implied), including any contract A, shall result upon submission of a Registration Form, Confirmation Form, or any other response. All criteria and other registration- and selection-related processes in this document are non-binding guidelines only, notwithstanding any obligatory language used herein. This RFSO is not an agreement to purchase goods or services. The City is not bound to enter into a Contract with any Applicant or Registrant, nor is the City obliged to select any particular Applicant or Registrant for work assignments or Contract purposes. The City is not obliged to give any minimum amount of business to anyone in connection with this RFSO.

12.3 NO LIABILITY:

Applicants/Registrants are solely responsible for their own expenses in preparing a response to this RFSO and for subsequent steps in the registration and selection process, including negotiations with the City, if any. Despite any other RFSO provision, the City will not be liable to any Applicant/Registrant or any third party for any claims, losses, damages, or any other legal remedy arising from this RFSO, whether in contract, tort, or on other grounds, and whether for costs or damages incurred by the Applicant/Registrant in preparing its response, loss of anticipated profit in connection with the Applicant/Registrant qualifying or not qualifying for any work or Contract, or any other matter whatsoever arising from this RFSO, except for payments owed by the City to a Contractor for work properly performed under a Contract. For the purposes of this section 11.3, “City” includes the corporation of the City of Prince George, and its elected officials, directors, officers, employees, servants, agents, and other representatives.

12.4 FUTURE PROCUREMENT OPTIONS:

Notwithstanding any other provision in this RFSO, the City reserves the right to issue a Request for Proposals or other solicitation document to, request quotations from, or pursue negotiations with, any Applicant, Registrant, Contractor or other third party in relation to any projects involving equipment registered under this RFSO, and/or any equipment that is not registered. Examples of circumstances where the City may pursue other procurement options include without limitation: when no Registrant is offering equivalent equipment; when insufficient equipment is available; when equipment is needed for longer periods or larger projects than usual; and when the City believes that it is in its best interest to pursue other procurement options.



12.5 FREEDOM OF INFORMATION ACT

I/We understand that the personal information on this form is collected under the authority of the Community Charter, Local Government Act and the City of Prince George bylaws for the purpose of processing this application and for administration and enforcement. In accordance with the Freedom of Information and Protection of Privacy Act, this application and associated documentation may become part of a public record.



**APPENDIX A
CITY OF PRINCE GEORGE**

TERMS AND CONDITIONS OF CONTRACT

1. **Contract.** The following documents, together with any schedules and attachments thereto, and together with any documents incorporated by reference therein, and together with any addenda or amendments thereto made from time to time, collectively form the Contract between the City and a Contractor in connection with the Program: (a) this Appendix A; (b) the remainder of the RFSO to the extent that it applies to performance of work, and payment of related rates, including sections 2.2 (pre-performance documents); 2.3 to 2.8 (various performance requirements); 3.1 to 3.3 (rates, costs, and air quality); 4 (transferability); 5 (payments); 6.2, including 6.2.1 to 6.2.6 (dismissal); 8.2 (lifting capacity); 9.0 (water trucks); 10.1 to 10.2 (hours of work), and 11.1 (definitions); (c) the completed Registration Form(s) and/or Confirmation Form(s) submitted by the Contractor in response to the RFSO; (d) any reasonable written instructions regarding performance of work communicated by the City to the Contractor.
2. **Interpretation.** In the event and to the extent of any discrepancies, inconsistencies, vagueness, ambiguities or conflicts of or between the wording of any of the documents forming part of the Contract, such difficulty shall be resolved in favour of the wording found in the document listed above in order of descending priority, unless specifically stated to the contrary in relation to the particular subject matter. If a Contract is in effect, then for greater certainty, any references to “Applicant” or “Registrant” in parts of the RFSO forming part of the Contract shall be read as references to the Contractor.
3. **Payments.** Payments shall be made by the City as described under section 5 of the RFSO. The City shall not be financially responsible for equipment break downs or other downtime. If the hired equipment breaks down or the operator ceases work or leaves the site, the Contractor shall be solely responsible for its related costs. The City may withhold or deduct from, reduce or set-off against any amount otherwise due to Contractor by the City under this Contract such sums as the City reasonably determines to be necessary to cover any over-payment by the City, or any late performance, non-performance, indemnity or liability of Contractor in relation to this Contract.
4. **Term.** Equipment (with operators) will be engaged by the City on an as-and-when required basis between May 1st, 2016 and April 30, 2017. This Contract is effective from the date it is created, until April 30, 2017.
5. **Expectations.** Any and all work performed by the Contractor under this Contract shall be performed to meet the requirements and specifications set out in this Contract. The Contractor shall ensure performance of work to the standard of a competent worker possessing the skills, diligence and judgment expected of an experienced operator performing similar work in North America. The Contractor hereby represents and warrants that the information in forms submitted by the Contractor to the City under the Program is accurate.
6. **Non-Exclusivity.** This Contract is a non-exclusive arrangement, and does not in any manner limit the ability of either party to contact, discuss, negotiate or enter into any agreement with any third party on any matter whatsoever. Furthermore, the process described in the RFSO for creating equipment lists and selecting a Registrant from a list for particular work merely constitutes a set of factors for consideration by the City during registration and selection, and does not oblige the City to register or select any particular entity, or entities in any particular order. No minimum amount of work is guaranteed under this Contract, and the time allocation of work on and between specific work assignments remains in the sole and absolute discretion of the City. Neither the Contractor nor any of its operators shall be permitted to run another contractor’s equipment for the City, without the City’s prior written consent.
7. **Budget Allocations.** This Contract and the financial obligations of the City hereunder are subject to the availability of sufficient budget allocations in any fiscal year or part thereof. If the payment of money by the City to the Contractor falls due under this Contract and budget allocations are insufficient to make that payment, then all or part of the payment, as applicable, shall be made as soon as a budget so permits.



8. **Indemnity.** Notwithstanding the providing of insurance coverage by the Contractor, the Contractor hereby agrees to indemnify and save harmless the City, its elected officials, directors, officers, employees, servants, agents, and other representatives and each of them from and against claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted (including those suffered and/or initiated by the City and/or by third parties related or unrelated to the City) and in any manner arising out of the late performance, non-performance, or negligent act or omission of the Contractor, its servants or agents in relation to the work under this Contract, excepting always liability arising solely out of the negligent act or omission of the City.
9. **Termination.** The City may suspend or terminate this Contract for convenience, by giving fourteen (14) days prior written notice to the Contractor. The Contractor may continue to perform further work during the notice period, to the extent instructed by the City. Any outstanding unpaid invoice and all work to date of suspension or termination shall be paid by the City subject to any City set-off or counterclaim. This Contract termination right is in addition to any and all rights of dismissal described in the RFSO in relation to the Contractor, or specified pieces of equipment and/or their operators.
10. **Governing Law.** This Contract will be governed by and will be construed and interpreted in accordance with all laws of the City of Prince George, and the Province of British Columbia, and the federal laws of Canada applicable therein. The Contractor will comply with all applicable laws, and obtain all the licenses and permits required to perform the work under this Contract. Without limiting the generality of the foregoing, personal protective equipment shall be worn on City work sites as required by the WORKSAFE BC Regulations.
11. **Relationship.** This Contract does not create any agency or partnership relationship between the parties or authorize a party to use the other party's name or trademarks. Despite any reference to 'hire', 'dismissal', 'rehire' or the like, Contractor is engaged under the Contract as an independent contractor; neither the Contractor nor any of its personnel is engaged by the City as an officer, employee, servant, agent or partner, unless otherwise agreed in writing.
12. **Entire Agreement.** This Contract constitutes the sole and entire agreement between the City and the Contractor relating to the Program, and supersedes all prior agreements between them, whether written or oral, respecting the subject matter hereof, and no other terms, conditions or warranties, whether express or implied, shall form a part hereof. Neither party may assign or subcontract this Contract without the prior consent in writing of the other.



APPENDIX B
CITY OF PRINCE GEORGE
HEAVY EQUIPMENT INSPECTION FORM

REGISTRANT:
ADDRESS:
MAKE: TYPE:
S/N: YEAR:

The Certified Mechanic doing the inspection is to check the appropriate box:
Equipment must comply with requirements of Part 16 (Mobile Equipment) of the WorkSafe BC.

Table with columns for equipment categories (IN CAB, STEERING, BUCKET/BLADE EDGES, BRAKES, OTHER) and inspection criteria (Yes/No). Includes sections for LIGHTS, TIRES, WARNING DEVICE, SAFETY EQUIPMENT, and a final PASS/FAILURE summary.



APPENDIX C - EQUIPMENT REGISTRATION FORM

City of Prince George

3990 - 18th Avenue, Prince George, B.C. V2N 4R8 Phone: (250) 561-7529 Fax: (250) 561-7502

For equipment that has not been already registered or has not been listed on your attached Confirmation Form.

Registrant: _____

First Name: _____ Last Name: _____

Address: _____ City: _____

Province: _____ Postal Code: _____ Home Phone: _____

Work Phone: _____ Fax: _____ Cellular _____

Extra Phone Number _____ GST: _____

E-Mail: _____

REGISTRANT INFORMATION Have you supplied a copy of the following, if applicable:

Business License _____ WorkSafe BC Coverage _____

Equipment Information Equipment ID# _____ For City use only

Type: _____ **Year:** _____ **Horse Power** _____

Serial Number: _____

Description: _____

City Rate: _____ *Rate of pay submitted shall include ALL costs*

Equip ID # _____

_____ Attachments: _____	Rate: _____
_____ Attachments: _____	Rate: _____
_____ Attachments: _____	Rate: _____
_____ Attachments: _____	Rate: _____

Signature: _____ **Date:** _____

Submitted By: _____
Please Print

I/We understand that the personal information on this form is collected under the authority of the Community Charter, Local Government Act and the City of Prince George bylaws for the purpose of processing this application and for administration and enforcement. In accordance with the Freedom of Information and Protection of Privacy Act, this application and associated documentation may become part of a public record.

EQUIPMENT INFORMATION: Have you supplied a copy of the following, if applicable:

Inspection Form _____ Municipal Decal _____ ICBC Insurance _____ T-14 Form _____
\$3 Million Liability

APPENDIX D



Ministry of Transportation and Infrastructure

Commercial Vehicle Safety and Enforcement

Certificate of Weight of Motor Vehicle (Sept 2012)

Page 1 of 1

CERTIFICATE OF WEIGHT OF MOTOR VEHICLE/TRAILER

Power Unit:

I hereby certify that:

Form fields for Year, Make and Type of Motor Vehicle, Style, Registration #, Vehicle Identification Number (VIN), and Plate.

Form fields for Name of Registered Owner, City/Town, and Postal Code.

Form fields for Address, City/Town, Postal Code, and Curb Weight in Kg.

Form fields for Licensed GVW in Kg and GVWR in Kg (Commercial Vehicles, Motor Homes, etc.).

Note: If the curb weight exceeds the GVWR (Statement of Compliance as attached to the vehicle by the manufacturer), this vehicle does not comply with Division 19.11 Motor Vehicle Act Regulations.

Remarks field and VIN # Sighted? checkbox (Yes/No).

Trailer (Towed Unit):

I hereby certify that:

Form fields for Year, Make and Type of Motor Vehicle, Style, Registration #, Vehicle Identification Number (VIN), and Plate.

Form fields for Name of Registered Owner, City/Town, and Postal Code.

Form fields for Address, City/Town, Postal Code, and Curb Weight in Kg.

Form fields for GVWR in Kg and VIN # Sighted? checkbox (Yes/No).

By: Name of Inspector, Time (24 Hour), and Location.

GVW = Gross vehicle weight
GVWR = Gross vehicle weight rating
Curb Weight = GVW when weighed

Date and Agent Stamp: