



**CITY OF  
PRINCE GEORGE**

**Request for Standing Offer**

**S023 - 020**

**Equipment for Hire Program (2023 - 2024)**

**Closing Date: March 31, 2023**

**\*\*\*PLEASE NOTE the New Equipment Combinations requested in Annex 1 -  
Work Related Requirements s. 3.2 Equipment Combinations.\*\*\***

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# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 – 2024)

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# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 - 2024)

#### EXECUTIVE SUMMARY

City of Prince George (the “City”) invites applications from Contractors to provide all labour and equipment for hire services for various locations within the city of Prince George as described in the terms, conditions, specifications, and attachments contained herein on an “as and when required” basis. The equipment for hire program is seeking, but is not limited to, loaders, crawler tractors, graders, backhoes, excavators, trucks, etc., for summer construction/maintenance projects, and winter snow clearing operations.

The City will select graders and loaders from the equipment list to provide winter snow removal services as set out in Annex 3 – Winter Snow Removal Program.

The City reserves the right to competitively bid or request quotes for larger projects.

The City reserves the right to re-open the Request for Standing Offer, at the City’s discretion.

#### PROPOSED TIMELINES

The following activities and dates are anticipated by the City.

Activity	Proposed Completion Dates
Posted to BC Bid	January 25, 2023
Closing Date	March 31, 2023

The above timelines are subject to change at the City’s sole discretion. In the event a change is made to any of the above dates, the City will post any such change in an addendum to BC Bid.

#### ADMINISTRATIVE GUIDELINES

##### **1.0 DEFINITIONS**

Throughout this Request for Standing Offer, terminology is used as follows:

- a) “Applicant” means an owner/operator submitting a registration Form and/or Confirmation Form to the City in response to this RFSO;
- b) “City” means the City of Prince George;
- c) “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’);
- d) “Contractor” means an Applicant who has been engaged by the City for a work assignment, as described under this RFSO;
- e) “Grounds for Exclusion” means a finding by the City of unacceptability, with supporting evidence, in relation to an Applicant (or a person related to the Applicant), based on such



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grounds as bankruptcy or insolvency, false declarations, significant or persistent deficiencies in past performance, final judgments in respect of serious crimes/offences, professional misconduct or acts or omissions that adversely reflect on commercial integrity, failure to pay municipal taxes, corrupt practices, poor creditworthiness, demonstrated litigiousness, prohibited lobbying, applicable trade sanctions, significant conflict of interest, criminal/disreputable affiliations or activities, or other findings that the City determines are likely to adversely affect the Applicant's ability to work with the City or its representatives, or are likely to result in increased uncertainty regarding staff time or legal costs to the City in relation to Contract performance or administration. For greater certainty, supporting evidence may include documents submitted by the Applicant, or information reviewed by the City as part of or external to this RFSO process;

- f) "Immaterial Non-Compliance" or "Immaterially Non-Compliant" means an unintentional error of form or an immaterial instance of non-compliance by an Applicant or its application ***in relation to an RFSO process provision***, including a required application that is non-conforming, incomplete, irregular or defective in immaterial respects;
- g) "Program" means **RFS023-020 Equipment for Hire Program (2023-2024)**;
- h) "Registrant" means an Applicant who has been approved by the City for registration purposes under this RFSO;
- i) "RFSO" or "solicitation" means this Request for Standing Offer, including all related Schedules, Annexes, attachments and addenda;
- j) "Should", "desirable", "ask" or the like means a provision having a significant degree of importance to the objectives of the RFSO, and therefore relevant to evaluations and/or requested for inclusion in the Contract;
- k) "Will", "shall", "must", or "required" means a requirement under this RFSO, but not necessarily an essential requirement;
- l) "Work" has the meaning defined in Annex 1.

## 2.0 RFSO PROCESS

### 2.1 Addenda

Addenda by the City are the only means of varying, clarifying, or otherwise modifying any of the information contained in this RFSO, before the closing date and time. The City will post all addenda in relation to this RFSO on BC Bid. Once posted, all addenda will form part of the RFSO.

It is the Applicant's sole responsibility to ensure the Applicant has received and reviewed all addenda prior to submitting their application. It is the sole responsibility of the Applicant to check on BC Bid prior to submitting their application and up until the closing date and time just in case additional addenda are posted.

If an Applicant submits their application prior to the closing date and time, and if an addendum has been posted thereafter, Applicants are solely responsible for:



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- a) making any required adjustments to their application;
- b) acknowledging the addenda; and
- c) ensuring the re-submitted application is **received** by the City before the closing date and time.

## 2.2 Application Preparation

### .1 Confidentiality and Privacy

The City's obligations of confidentiality are subject to the *Freedom of Information and Protection of Privacy Act*. The Applicant is responsible for clearly identifying the parts of its application, if any, that are exempt from public disclosure under the Act. Attempts by an Applicant to protect information in ways inconsistent with the Act may result in rejection of the Applicant's application.

### .2 Format and Language of Applications

An Applicant **MUST** submit its Application to the City as per s. 2.3 Closing Date and Time. Hardcopy submissions are only permitted.

Do not include any linked websites in applications; instead, include full content within applications. Information on linked websites will generally be disregarded by the City.

Apart from addenda by the City and apart from applications (including any modifications made to applications before the closing date and time), any notices or communications may be delivered by any method, including email, as directed by the City.

Any application submitted in response to this RFSO **MUST** be in English.

## 2.3 Closing Date and Time

Applications must be submitted by hardcopy to the City before **3:00 PM (Pacific Time) on March 31, 2023**, to the following address:

City of Prince George  
Civic Operations Department  
3990 - 18th Avenue  
Prince George, B.C. V2N 4R8

Attn: Joan Cassie

## 2.4 Evaluations

### .1 Sub-Contracting and Teaming

- a) Using a Sub-Contractor (who must be clearly identified in the application) is acceptable. Similarly, two or more entities may make a joint submission using a joint venture, consortium or other teaming arrangement; however, in this case, all team members are expected to be parties to the Contract. Further, one of these Applicants must be named as the primary contact with the City, thereby taking overall responsibility for communications with the City and successful coordination of their work, including interconnection of their



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product or service lines, and must be designated as “prime contractor” under the *Workers Compensation Act of British Columbia*, if applicable, and these allocations of responsibility must be made clear in the application.

- b) Submitting an application despite a conflict of interest, as determined in the City’s opinion, may result in disqualification. Similarly, sub-contracting to any entity, or forming a teaming arrangement with an entity vulnerable to Grounds for Exclusion, including whose current or past corporate or other interests may, in the City’s opinion, give rise to a conflict of interest in connection with this Project raises the risk of disqualification. These situations include, but are not limited to, any firm, individual or other entity involved in the preparation of this RFSO.

## .2 Rights and Privileges

- a) The City has the right, in its sole discretion, but not the obligation, to take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including rankings, of any aspect of an application.
  - (i) Waive any requirement of the City or this RFSO associated with Immaterial Non-Compliance, or disregard any Immaterial Non-Compliance, and any arguable ineligibility on the part of the Applicant or its application relating to such Immaterial Non-Compliance, as long as the City provides the same benefit to other Applicants in relation to similar issues;
  - (ii) Independently consider, investigate, research, analyze, request or verify any information or documentation, whether or not contained in the application, by contacting the Applicant or any third party. Without limitation, if the price in an application is abnormally lower than the prices in other applications, the City may verify with the Applicant is capable of fulfilling the terms of the Contract;
  - (iii) Request meetings, interviews or presentations with any, all or none of the Applicants to clarify any questions or considerations, based on but not limited to the information included in applications, with aspects of such interactions conducted in the City’s sole discretion, including the time, location, length, and agenda for such interactions;
  - (iv) Conduct reference checks relevant to the Work with any or all of the references cited in an application and any other persons (including persons other than those listed by Applicants in any part of their applications) to verify any and all information regarding an Applicant, inclusive of its directors/officers, key individuals and other persons related to the Applicant, and to conduct any background investigations that the City considers necessary (including the inspection of sample goods that may be made available at any time by Applicants or other persons), and rely on and consider any relevant information from such references, persons and investigations in the evaluation of applications;
  - (v) Conduct credit, criminal record, litigation, bankruptcy, conflict of interest, and other checks related to potential Grounds for Exclusion;
  - (vi) Not proceed to review and evaluate applications, or discontinue the evaluation of applications, or indefinitely suspend or cancel the RFSO process if the City determines that it is in the public interest to do so and if the decision is not made in a manner that circumvents applicable trade agreement provisions, and/or
  - (vii) Seek clarification or invite more complete, supplementary, replacement or additional information, documentation and signatures from any Applicant or in connection with any application, including to cure any Immaterial Non-Compliance, as long as the City provides the same opportunity to other Applicants in relation to similar issues.



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- b) Without limiting the foregoing, the City may, in its sole discretion, decline to review, evaluate or rank, or may reject outright any application based on any Grounds for Exclusion, Immaterial Non-Compliance, and/or any non-compliance going beyond Immaterial Non-Compliance.
- c) To enable the City to take any one or more of the above-listed steps, the City may enter into separate and confidential communications of any kind whatsoever, with any person, including the Applicant. The City has no implied obligation to take the same steps, or to enter into the same or any communications in respect of all Applicants and applications, or in respect of any Applicant, including the Applicant whose application is subject of the review or evaluation, as the case may be, provided that the City does not provide to any particular Applicant information that might prejudice fair competition between Applicants.
- d) The review and evaluation of any application (including assessing Grounds for Exclusion or Immaterial Non-Compliance, curing or disregarding Immaterial Non-Compliance or waiving an associated RFSO requirement, and assigning or deducting points in relation to desirable criteria, and/or negotiations regarding applications) may rely on, take into account and include any information, documentation and signatures, including clarification, more complete, supplementary, additional or replacement information, documentation and signatures, and including those obtained through any of the above listed investigations, research, analysis, checks, and verifications.

## 2.5 Modification of Terms

The City reserves the right to modify the RFSO at any time in its sole discretion, including after the closing date and time as part of negotiations and/or a BAFO process. Before the closing date and time, the City communicates all such modifications to all Applicants through addenda posting on BC Bid.

After the closing date and time, modifications to the RFSO would be communicated by the City through other written notices, through email, and/or through other means only to those Applicants invited to negotiations, or to a BAFO process. Any such modification made after the closing date and time does not form part of an Applicant's offer, unless the Applicant modifies its application in writing to acknowledge or respond to the RFSO modification, with such modified offer replacing the Applicant's prior offer(s) only when the modified offer is signed and/or initialled by the Applicant and received by the City, at a time and by whatever means that both parties consider appropriate.

## 2.6 No Lobbying

Applicants, Applicant affiliates, team members, and any entity contributing to the application, including key individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to this RFSO, including for the purpose of influencing the outcome of the RFSO process. Further, no such person (other than as expressly contemplated in the RFSO) will attempt to communicate in relation to this RFSO, directly or indirectly, with any representative of the City, or any member of the City Council for the purpose of:

- a) Commenting on, or attempting to influence views on, the merits of the Applicant's application, or in any relation to applications of any Applicants;



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- b) Influencing, or attempting to influence, the evaluation and ranking of the applications, the selection of a preferred Applicant, or any negotiations with a preferred Applicant;
- c) Promoting the Applicant or its interests in the Project;
- d) Commenting on or criticizing aspects of this RFSO, the selection process, the Project, including in a manner which may give the Applicant a competitive or other advantage over other Applicants; or
- e) Criticizing the applications of other Applicants.

## 3.0 CONCLUSION

### 3.1 Revocability of Applications

The Registrant's application submitted to the City constitutes an open, **revocable** offer to the City to enter into the Contract and complete the Work in accordance with all applicable terms and conditions set out in Appendix A. Before the closing date and time, the Applicant may unilaterally revoke and withdraw its application, and may unilaterally modify and re-submit its application, by contacting the City by email at [procurement@princegeorge.ca](mailto:procurement@princegeorge.ca). Applicants are solely responsible to ensure that any re-submitted application is received by the City before the closing date and time.

After the closing date and time, the Applicant may only modify its application with the prior written approval of the City (which may be withheld in the City's sole discretion) or in reply to a prior written request by the City. After the closing date and time, the Applicant may revoke and withdraw its application by submitting a clear and detailed written notice to the City at [procurement@princegeorge.ca](mailto:procurement@princegeorge.ca), provided that such revocation notice is received by the City prior to Contract formation.

### 3.2 Cancellation

The City may cancel the procurement process at any point prior to Contract formation, if the City determines that it is not in the public interest to proceed and if the cancellation is not done in a manner that circumvents applicable trade agreement provisions. Without limitation, examples of such a cancellation include a situation where the applicable financial plan of the City ultimately does not provide an adequate funding source for the purchase, or where the funding source is only adequate in relation to an application that is otherwise unacceptable to the City.

### 3.3 Formation of Contract

Upon the City selecting a 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 assignment 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.



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The first time that the City allows the Registrant to begin a particular work assignment between **May 1, 2023 and April 30, 2024**, 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 required to create the Contract. If two or more Registrants are inadvertently or unintentionally 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.

#### 4.0 APPLICABLE TRADE AGREEMENTS

This procurement is subject to the New West Partnership Trade Agreement together with Chapter Five (Government Procurement) of the Canadian Free Trade Agreement (CFTA), because the estimated value of the goods/services is at least \$75,000 (and no exemption, exception or similar provision applies).

Any perceived inconsistency between an RFSO provision and an applicable trade agreement provision should be resolved by reading the two together, recognizing that the trade agreements are often open to more than one interpretation, and interpreting the RFSO provision as expanding upon, making clarifications to and/or filling gaps in relation to the trade agreements.



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### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 1 – Work Related Requirements

### ANNEX 1 – WORK RELATED REQUIREMENTS

Interested suppliers, equipment operators, service providers and rental yards are invited to submit an Application to provide all necessary materials, labour, tools and equipment for the provision of Summer & Winter Equipment for Hire Program (2023-2024) for various locations within the City of Prince George as described in the terms, conditions, specification, schedules, attachments and appendices contained herein, on an as and when required basis for a one (1) year term, anticipated to be from May 1, 2023 to April 31, 2024, with the exception of snow removal equipment which the City reserves the right to extend on a month by month basis.

Example of such equipment with operators includes, but is not limited to: tandem dump trucks, backhoes, excavators, loaders, crawlers, tractors, cranes, graders, sweepers, hydro-excavators, vacuum trucks, other miscellaneous construction related equipment available from rental service yards and related construction trade services.

Example of services that may be required includes, but not limited to: excavating, soil removal and disposal, transportation of excavated material and aggregates, sewer and storm video inspection, hydro-excavating, catch basin cleaning, landscaping, flail mowing, snow removal, asphalt paving, traffic control, tree removal, and tree chipping services.

It is the intention of the City to enter into a Standing Offer Agreement with selected Applicants. A copy of the Terms and Conditions of the Contract, attached as “Appendix A”. The City reserves the right to select a maximum number of Contractors for each category based on anticipated capital works program and special projects.

The City reserves the right to competitively bid or request quotes for larger projects.

The City reserves the right to select equipment and/or services based on price, age of equipment, condition of equipment, availability, response time, previous experience of operator and performance with the City and/or references for previous contracts of a similar nature.

The allocation of work will be at the sole discretion of the City and the Contractor(s) shall not have any claim for compensation, expense, damage or loss of profit from the City for any failure of the City to allocate any portion of the work to a Contractor(s) or to use its own forces to perform any portion of the work.

## **1.0 EQUIPMENT/OPERATOR REQUIREMENTS**

### **.1 Application Process**

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.**

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.

.1 In relation to equipment previously registered, the Applicant must either:



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#### ANNEX 1 – Work Related Requirements

- (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 by email to Joan Cassie at [joan.cassie@princegeorge.ca](mailto:joan.cassie@princegeorge.ca);
    - 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)
- .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 2023/2024:
- (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 Certificate of Weight of Motor Vehicle 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 2007-2023 submissions, we will accept a photocopy of Certificate of Weight of Motor Vehicle. If you had not submitted Certificate of Weight of Motor Vehicle, you will need to take the vehicle to the scales and have it weighed.
  - (b) Proof of Automobile Insurance with coverage equivalent to ICBC's Basic Autoplan including Enhanced Care Benefits, in respect to leased, rented, and owned vehicles that are required to be licensed. The automobile insurance requirement for third-party liability covering events, claims, and occurrences not covered under Basic Autoplan, is not less than \$3,000,000.00 (\$5M liability insurance is also required on; wheeled excavators, grader, loader, vacuum truck and backhoe) and a Commercial Vehicle Inspection Report;
  - (c) Current 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) GST Number;
  - (g) Heavy Equipment Inspection Form (for heavy wheeled equipment only); see Appendix B;
  - (h) 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 as soon as practicable after a material change comes to the attention of the Registrant. The City may request updated



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### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 1 – Work Related Requirements

versions of these documents, at any time, and the Registrant shall deliver updated versions promptly following a City request.

#### **.2 WorkSafeBC**

All equipment and operators will be required to adhere to regulations set out in the *Workers Compensation Act* [Last Amended December 1, 2021, by BC Reg 222/2021], in particular the following parts:

- (i) [Part 16 – Mobile Equipment.](#)
- (ii) [Part 8 – Personal Protective Clothing and Equipment.](#)

#### **.3 Mobile Equipment and Motor Vehicles Communications**

Contractors will be required to adhere to the City Mobile Equipment and Motor Vehicles Communication Procedure:

All City employees operating mobile equipment on City related business must do so in a safe and efficient manner.

With respect to mobile communications devices:

1. Employees are prohibited from placing, receiving or checking messages on mobile communications devices while operating mobile equipment. When placing calls, the employee must first safely pull off the roadway and come to a complete stop. Incoming calls must go to voice mail, to be retrieved and responded to when the employee is not driving.
2. The two-way radio may be used to inform a driver that they should phone when safe to do so. Two-way radio messages must be kept as brief as possible.
3. When available, passengers may take or send calls.

#### **.4 Flashing Amber Lights**

All equipment operating on public roads shall be equipped with a flashing amber light. Civic Operations staff may inspect equipment prior to hiring.

#### **.5 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 all equipment that has integral hydraulic operating systems, such as loaders, graders, backhoes, excavators, and trucks, are required to have an appropriate spill kit installed on-board, and available in the units working for the City.



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#### ANNEX 1 – Work Related Requirements

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 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.

The City reserves the right to inspect equipment to ensure compliance with the spill kit requirement at any time.

#### **.6 Vehicle Anti Idling Policy**

In 2010, the City adopted [City Fleet Idling Policy](#) that is intended to promote the reduction of unnecessary idling of vehicles. Contractors will be 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.

#### **.7 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 request fuel consumption reports only for Contractor with invoices totalling over \$25,000 per annum. Contractors shall provide the total amount of fuel used within the calendar year prior to January 31st.

#### **.8 Updated Digital Communications**

The City has adopted a new digital radio communications network. To be considered for hire, mobile radios must meet communication requirements for the City’s digital radio system. Below are the two options that Contractors will require to be compatible with the City’s new system;

403-470 MHz	UHF	1-25W	32	AAM28QNC9RA1AN	XPR 5350e GOB BT/GPS/WiFi ND ENABLED
403-470 MHz	UHF	25-40W	32	AAM28QPC9RA1AN	XPR 5350e GOB BT/GPS/WiFi ND ENABLED
403-470 MHz	UHF	1-25W	1000	AAM28QNN9RA1AN	XPR 5550e GOB BT/GPS/WiFi - ENABLED
403-470 MHz	UHF	25-40W	1000	AAM28QPN9RA1AN	XPR 5550e GOB BT/GPS/WiFi - ENABLED

Any questions, please call Jordan Wiseman, Manager Roads & Fleet @ 250-561-7522  
(See attached descriptions of these above radios, Appendix E)

## **2.0 PRIORITIZING LISTS BY EQUIPMENT CATEGORY**

Individual pieces of equipment will be sorted into the following 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:

### **.1 Loaders**



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#### ANNEX 1 – Work Related Requirements

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 (2) 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.

#### **.2 Graders**

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.

#### **.3 Crawler Tractor (Dozer):**

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.

#### **.4 Backhoes:**

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.

#### **.5 Trucks:**

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

#### **.6 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.

#### **.7 Equipment Age**

The City prefers to hire reliable equipment that is less than twenty (20) years old due to the following factors:

- a) frequency of breakdown is generally higher in older equipment;
- b) older equipment is normally less productive; and,
- c) lacks many of the refinements present on newer models.

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

- a) equipment that is less than twenty (20) years old and is submitted by the Closing Date.
- b) equipment that is greater than or equal to twenty (20) years old and is submitted by the Closing Date.
- c) equipment that is less than twenty (20) years old is submitted after the Closing (Reserve List).



# CITY OF PRINCE GEORGE

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### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 1 – Work Related Requirements

- d) equipment that is greater than or equal to twenty (20) years old and is submitted after the Closing (Reserve List).

#### **.8 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.

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 Snow Removal Program 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.

### **3.0 EQUIPMENT RENTAL RATES**

#### **.1 Equipment and Attachments**

The Applicant shall indicate the hourly rate of pay for each piece 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 (1) rate will be accepted for the term of this registration.

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

- a) Pup Trailers
- b) Skid Steers
- c) Trailers



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The rate of pay submitted shall include all costs, including but not limited to operator, fuel, equipment, labour, call out time, transport, and maintenance and shall remain in effect until April 30, 2023. 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 City will **NOT** consider any submission that includes a minimum callout charge for equipment.

#### **.2 \*\*NEW\*\* Equipment Combinations**

- a) Dump Truck with Trailer and Excavator Combination– Applicants should provide an hourly rate provided for this trio combination for the term of the registration
- b) Vac Truck with Rodder Hose and attachments, minimum 500 ft of inch and a half hose. Applicants should provide an hourly rate provided for this equipment combination for the term of the registration

#### **.3 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 commencement of the assignment. Transport costs, if applicable, may be a contributing factor to a rental selection.

#### **.4 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.

### **4.0 PAYMENTS**

The City will issue rental time slips at the end of each shift and shall form the basis for the payment. All disputes with respect to the time slip must be brought to the City's attention within two (2) business days of the issue date indicated on the time slip.

#### **2023-2024 Invoice Schedule**

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 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, 250 561-7600 Local 7245 or 7247 and confirm whether cheques are to be mailed out or picked up and this will remain standard for the duration of this schedule.



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#### ANNEX 1 – Work Related Requirements

Invoices received at City Hall after 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.

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

## 5.0 PROCEDURE FOR HIRING/DISMISSING EQUIPMENT

PURPOSE – In managing Operations, City Supervisors rely heavily on the use of the equipment for hire program.



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#### ANNEX 1 – Work Related Requirements

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

#### **.1 Registration Process**

The application process provides a competitive process, which is a major factor in managing costs. The Applicant'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, as per Annex 1 s. 2.0 Prioritizing Lists by Equipment Category. The Process for getting onto a registration list only includes the City checking 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.

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: An Applicant 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 cost to the City.

Despite any other provision of this RFSO:

- a) 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 ,
- b) the City reserves the right to hire and/or register additional equipment/operators at any time whatsoever, including without limitation where no Applicant is offering equivalent equipment or where insufficient equipment is available.

#### **.2 Dismissing Equipment for Hire**

Once hired for a work assignment, 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, THE WARNING STAGE MAY BE BYPASSED RESULTING IN IMMEDIATE DISMISSAL AT THE DISCRETION OF THE CITY.

“Dismissal” means that the Contractor will receive no further calls from the City regarding work assignments for the remainder of the RFSO 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



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## Request for Standing Offer

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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 is a list of possible reasons for dismissal, this list is not to be considered complete or exhaustive:

- a) **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.
- b) **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.
- c) **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.
- d) **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.
- e) **Ability to Follow Instructions:** Equipment operators shall demonstrate that they are able to follow instructions.
- f) **Failure to Observe Safety Requirements:** Failure to observe safety requirements including the appropriate use of personal protective equipment will be grounds for dismissal.

If the Contract is terminated by the City under this provision, the Contractor's entitlement to any retainer payments remaining pursuant to the Winter Snow Removal Program (if applicable) shall also immediately cease.

### **.3 Rehiring Equipment**

Once Contractors 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 rehiring 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.

## **6.0 TRUCK SELECTION PROCESS**

The type(s) of truck selected i.e. belly dump versus tandem axle, will be based on the type considered most economically suitable including practicable, for the operation(s) involved during the work assignment. 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



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### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 1 – Work Related Requirements

#### .1 Gravel/Soil Haul

Once the type(s) of truck has been determined, 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.

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

#### .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 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.

#### .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 (\$/m<sup>3</sup>/hr).**

Applicants shall contact the Civic Operations Department – Transportation and Technical Services Division by calling 250 614-7841 – to arrange an appointment for the truck measurement and volume calculation before they arrive at the City Yard. Applicants shall ensure that all sideboards are measured no later than December 15th for each snow season. Trucks will only be measured once during the 2023-2024 snow operations season.



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#### ANNEX 1 – Work Related Requirements

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

## 7.0 EXCAVATORS FOR UTILITY WORK

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

- a) OPERATORS' EXPERIENCE - Contractors 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. **Operators' experience with related municipal trenching, plus hourly rate may raise the equipment up the priority list.**
- b) A manufacturers 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.
- c) Auxiliary equipment for the excavator including hoe-pac attachments may raise the equipment up the priority list.

## 8.0 WATER TRUCKS

Water Trucks shall have a current hydrant use permit (City of Prince George Bylaw Water Regulation and Rates Bylaw No.7479, 2003 Amendment Bylaw No. 7604, 2004, 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 present same upon request by a City representative.

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.

## 9.0 HOURS OF WORK

### .1 Trucks

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

### .2 Equipment

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

## 10.0 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



# **CITY OF PRINCE GEORGE**

## **Request for Standing Offer**

### **RFS023-020 Equipment for Hire Program (2023 – 2024)**

#### **ANNEX 1 – Work Related Requirements**

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 12.3, “City” includes the corporation of the City of Prince George, and its elected officials, directors, officers, employees, servants, agents, and other representatives.



# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 2 – Winter Snow Removal Program

## ANNEX 2 – WINTER SNOW REMOVAL PROGRAM

### 1.0 THE 2023 GRADER RETAINER PROGRAM

The City may contact Contractors from the Registrants list for the Winter Snow Removal Program in relation to graders/operators engaged for the 2023-2024 snow clearing season.

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 had registered graders for snow clearing operations may receive an invitation to participate in the 2023-2024 Grader Retainer Program. The invitation 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 an invitation will be offered a monthly retainer fee established by the City, 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. Any retainer fees quoted as part of Step 1 will not be considered 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.

### 2.0 THE 2023 DOZER RETAINER PROGRAM

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. Registrants must submit the names of operators indicating their experience in working in uncompacted snow slopes or similar materials.

The City may contact Contractors from the Registrants list for the Winter Snow Removal Program in relation to dozer/operators engaged for the 2023-2024 snow clearing season.

Step 1. Dozer 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 had registered dozers for snow dump operations may receive an invitation to participate in the 2023-2024 Dozer Retainer Program. The invitation 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 an invitation will be offered a monthly retainer fee established by the City, in connection with snow dump operations. **Please do not quote monthly retainer fees in your Registration Forms and/or Confirmation Forms submitted in response to this RFSO. Any retainer fees quoted as part of Step 1 will be ignored by the City.**



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### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### ANNEX 2 – Winter Snow Removal Program

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

### 3.0 TOOL BOX SAFETY MEETING FOR SNOW REMOVAL

According to WorkSafeBC regulations, employers have responsibility not only for their own workers, but also for external equipment operators hired to provide city services.

Employers are responsible for all workers in the workplace. For the City, 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 do city employees.

In order to effectively coordinate Contractors, it is necessary to understand the [Workers' Compensation Act](#) and the [WCB OHS Regulation](#).

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

All Contractors are required to attend a mandatory safety orientation and safe work practices meeting scheduled by the City prior to commencing snow removal operations.

Contractors/Operators that are not in attendance shall be disallowed to perform snow removal activities for the City until the safety orientation is completed. A change in contracted operator mid-season shall be communicated to the City. 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.

### 4.0 ADDITIONAL INSURANCE REQUIREMENT

In addition to the documentation requirements of Annex 1 s. 1.1.2, Contractors will be required to provide evidence of Commercial General Liability Insurance in an amount not less than \$5,000,000.00, listing the City of Prince George as an additional insured.



# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### Appendix A – Terms & Conditions of Contract

#### APPENDIX A – TERMS & 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, but not limited to, sections 2.2 (required vehicle documentation; 3.1 to 3.5 (rates, costs, and air quality); 2.8 (transferability); 4.0 (payments); 5.1, including 6.2.1 to 6.2.6 (dismissal); 8.0 (lifting capacity); 9.0 (water trucks); 10.1 to 10.2 (hours of work); (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 breakdowns 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, 2023 and April 30, 2024**. This Contract is effective from the date it is created, until **April 30, 2024**.
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



# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### Appendix A – Terms & Conditions of Contract

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. Notwithstanding any other provision of this section, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the City may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of the City or the Contract may be terminated at the discretion of the City. If the Contract is terminated by the City under this provision, the Contractor's entitlement to any retainer payments remaining pursuant to the Winter Snow Removal Program (if applicable) shall also immediately cease.
10. **Governing Law.** This Contract will be governed by and will be construed and interpreted in accordance with all laws of the Province of British Columbia.
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.



# CITY OF PRINCE GEORGE

Request for Standing Offer

RFS023-020 Equipment for Hire Program (2023 - 2024)

Appendix B - Heavy Equipment Inspection Form

## APPENDIX B - HEAVY EQUIPMENT INSPECTION FORM

<b>REGISTRANT:</b>	
<b>ADDRESS:</b>	
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.*

<b>IN CAB</b>	Yes	No	<b>LIGHTS</b>	Yes	No
Roll over protection			Rotating lights		
Seat Belt			Brake & signals		
Horn			Working lights		
Spill Kits			Tail lights		
Window wipers/defrosters					
<b>STEERING</b>			<b>TIRES</b>		
Steering tight			Good condition / Safe		
Emergency steering system			Acceptable tread		
<b>BUCKET/BLADE EDGES</b>			<b>WARNING DEVICE</b>		
Good condition			Back-up alarm		
<b>BRAKES</b>			<b>SAFETY EQUIPMENT</b>		
Brakes adjusted			Fire extinguisher		
Air/Hydraulic leaks			Reflective vest		
Parking brake operational			Hard hat		
Safety Buzzers			Tire chains		
<b>OTHER</b>					
Muffler system & Exhaust			Fuel or oil leaks		
Mirrors			Operating Manual on Board		
Comments:					
<b>PASS</b>			<b>FAILURE</b>		
Inspector's Signature			Inspector's Name (Please Print)		
Provincial Heavy Duty Certification License No.:					
Place of inspection:			Date:		



**APPENDIX C - EQUIPMENT REGISTRATION FORM**

City of Prince George – Civic Operations Department  
3990 - 18<sup>th</sup> Avenue, Prince George, B.C. V2N 4R8 Phone: (250) 561-7660

**Fill out this form  
for each new  
piece of  
equipment being  
registered.**

*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 \_\_\_\_\_ 3<sup>rd</sup> Party Liability \_\_\_\_\_

<b>Equipment Information</b>	<b>(1) ID#</b>	<b>Equipment</b>	<b>For City use only</b>	<b>Horse Power</b>
<b>Type:</b> _____	_____	<b>Year:</b> _____	_____	_____
<b>Serial Number:</b> _____	_____	_____	_____	_____
<b>Description:</b> _____	_____	_____	_____	_____

**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 \_\_\_\_\_ ICBC Insurance \_\_\_\_\_ Certificate of Weight \_\_\_\_\_

**\$5 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:

Year, Make and Type of Motor Vehicle		Style
Registration #	Vehicle Identification Number (VIN)	Plate
registered to: _____ of		
Name of Registered Owner		
Address	City/Town	Postal Code
has this day been weighed by me and the curb weight is _____ kg.		

Curb Weight in Kg

Licensed GVW in Kg

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:

VIN # Sighted?  Yes  No

**Trailer (Towed Unit):**

I hereby certify that:

Year, Make and Type of Motor Vehicle		Style
Registration #	Vehicle Identification Number (VIN)	Plate
registered to: _____ of		
Name of Registered Owner		
Address	City/Town	Postal Code
has this day been weighed by me and the curb weight is _____ kg.		

Curb Weight in Kg

GVWR in Kg

VIN # Sighted?  Yes  No

By:

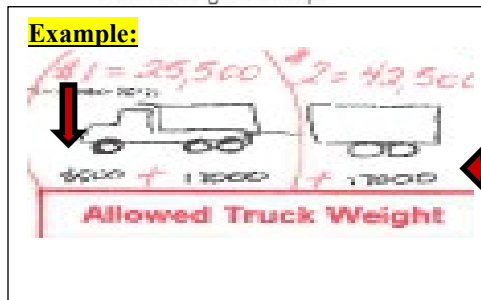
\_\_\_\_\_  
Name of Inspector

\_\_\_\_\_  
Time (24 Hour)

\_\_\_\_\_  
Location

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

Date and Agent Stamp:



**IMPORTANT**

**Ensure that when at scale - have attendant draw pic of truck/pup /trailer with front and back wheels w/ weight - Draw on back of this sheet.**

**Please ensure weight #'s above are legible**

FORM CVSE1061 (September 2012)



# CITY OF PRINCE GEORGE

Request for Standing Offer

RFS023-020 Equipment for Hire Program (2023 – 2024)

Appendix E – Radio Descriptions

PRODUCT DATA SHEET  
MOTOTRBO™ XPR™ 5000e SERIES  
DIGITAL TWO-WAY RADIOS



# MOTOTRBO™ XPR™ 5000e SERIES

YOU'RE COMPLETELY CONNECTED



With this dynamic evolution of MOTOTRBO digital two-way radios, you're better connected, safer and more productive. The XPR 5000e Series is designed for the skilled professional who refuses to compromise. With high performance integrated voice and data, and advanced features for efficient operation, these next-generation radios deliver complete connectivity to your organization.

### CONNECTED

The MOTOTRBO XPR 5000e Series is a family of DMR-standard digital radios that delivers operations-critical voice and data communications. Bluetooth® audio lets you talk without wires, integrated Wi-Fi® enables remote software updates, and indoor and outdoor location-tracking capabilities give you total visibility of your resources. With support for trunking as well as legacy analog technology, you can keep your organization connected as it grows.

### SAFE

Safeguard your staff with responsive push-to-talk technology. The quick access buttons on XPR 5000e Series radios can summon help with one touch, using

Transmit Interrupt to clear a channel when necessary. A range of safe driving accessories allow your workers to communicate hands-free, and Text-to-Speech technology helps your drivers keep their eyes on the road.

### PRODUCTIVE

Text messaging and Work Order Ticketing simplify complex communications, and data capabilities support advanced applications. Featuring a high power audio amplifier, these radios deliver loud, clear speech, with background noise cancellation for better intelligibility. XPR 5000e Series radios are also ideal as a dispatch solution, with desktop microphones and a rugged, durable design for everyday use.

**WHAT'S NEW IN THESE NEXT GENERATION RADIOS**

- Integrated Wi-Fi®
- Over-the-air software updates
- Bluetooth® 4.0
- Indoor location tracking



# CITY OF PRINCE GEORGE

## Request for Standing Offer

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**MOTOTRBO™ XPR™ 5000e SERIES**  
**DIGITAL TWO-WAY RADIOS**



Model Number	Alphanumeric Model				Numeric Model			
	XPR 5550e		XPR 5630e		XPR 5250e		XPR 5390e	
Band	VHF	UHF Band 1	UHF Band 2	800/900	VHF	UHF Band 1	UHF Band 2	800/900
<b>GENERAL SPECIFICATIONS</b>								
Frequency	136-174 MHz	403-470 MHz	463-512 MHz	806-825 MHz, 851-870 MHz, 895-902 MHz, 925-941 MHz	136-174 MHz	403-470 MHz	463-512 MHz	806-825 MHz, 851-870 MHz, 895-902 MHz, 925-941 MHz
Low Power Output	1-25 W	1-25 W	-	-	1-25 W	1-25 W	-	-
High Power Output	25-45 W	25-48 W	1-40 W	10-35 W (R00) 10-30 W (D00)	25-45 W	25-40 W	1-40 W	18-35 W (R00) 18-30 W (D00)
Channel Spacing	12.5, 25* kHz							
Channel Capacity	1080				32			
Dimensions (H x W x D)	2.1 x 6.0 x 1.1 in (53 x 175 x 28 mm)							
Weight	3.0 lb (1.4 kg)							
FOC Description (Low Power)	AZ402FT082	AZ402FT080	-	-	AZ402FT082	AZ402FT080	-	-
FOC Description (High Power)	AG202FT087	AZ402FT079	AZ402FT076	AZ402FT083	AZ402FT081	AZ402FT079	AZ402FT076	AZ402FT083
IC Description (Low Power)	100U-02FT082	100U-02FT080	-	-	100U-02FT082	100U-02FT080	-	-
IC Description (High Power)	100U-02FT083	100U-02FT079	100U-02FT076	100U-02FT083	100U-02FT081	100U-02FT079	100U-02FT076	100U-02FT083
Power Supply (Nominal)	12 V							
Max Current Drain, Standby	0.8 A							
Max Current Drain, Receive	2 A							
Transmit Current Drain, Low Power	1.1 A							
Transmit Current Drain, High Power	14.5 A	14.5 A	14.5 A	12 A	14.5 A	14.5 A	14.5 A	12 A





# CITY OF PRINCE GEORGE

## Request for Standing Offer

### RFS023-020 Equipment for Hire Program (2023 – 2024)

#### Appendix E – Radio Descriptions

#### PRODUCT DATA SHEET MOTOROLA XPR™ 5000e SERIES DIGITAL TWO-WAY RADIOS

#### ALL MODELS

TRANSMITTER SPECIFICATIONS	
Channel Spacing	12.5, 25* kHz
AFSK Digital Modulation	12.5 kHz Data: 7K60F10 and 7K60F30, 12.5 kHz Voice: 7K60F1E and 7K60F3E, Combination of 12.5 kHz Voice and Data: 7K60F7W
Digital Protocol	ETSI TS 102 361**
Conducted/Radiated Emissions (TIAG030)	-36 dBm < 1 GHz, -30 dBm > 1 GHz
Adjacent Channel Power	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Frequency Stability	± 0.5 ppm
RECEIVER SPECIFICATIONS	
Analog Sensitivity (12dB SINAD)	0.22 µV
Digital Sensitivity (5% BER)	0.19 µV
Intermodulation (TIAG030)	70 dB
Adjacent Channel Selectivity, (TIAG03A)-1T	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Adjacent Channel Selectivity, (TIAG03D)-2T	45 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Spurious Rejection (TIAG030)	70 dB
AUDIO SPECIFICATIONS	
Digital Vocoder Type	AMBE+2™
Audio Response	TIAG030
Rated Audio	3 W (internal speaker), 7.5 W (external 8 ohm speaker), 13 W (external 4 ohm speaker)
Audio Distortion at Rated Audio	3%
Hum and Noise	-40 dB (12.5 kHz channel), -45 dB (25* kHz channel)
Conducted Spurious Emissions (TIAG030)	-57 dBm

NOTES  
 \*25 kHz channels not available in USA  
 \*\*DMR Operation Mode | Tier II / III  
 Specifications are subject to change without notice. All specifications shown are typical values

	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temp	501.1	I, II	501.2	IA1, IA1	501.3	IA1, IA1	501.4	I/Hot, II/Hot	501.5	IA1, IA1
Low Temp	502.1	I	502.2	IC3, IC1	502.3	IC3, IC1	502.4	IC3, IC1	502.5	IC3, IC1
Temp Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I/Hot-Dry	505.3	I/Hot-Dry	505.4	I/Hot-Dry	505.5	IA1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	I/Hot-Humid	507.3	I/Hot-Humid	507.4	-	507.5	I/Hot-Humid
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-
Dust	510.1	I, II	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VI/Cat5/ CurveW, X	514.3	I/Cat10, IV/Cat5	514.4	I/Cat10, IV/Cat5	514.5	ICat04, IV/Cat5	514.6	ICat04, IV/Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, V, VI

BLUETOOTH SPECIFICATIONS	
Version	4.0
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Motorola fast push-to-talk
Simultaneous Connections	1 x audio accessory and 1 x data device
Permanent Discoverable Mode	Optional
GNSS SPECIFICATIONS	
Constellation Support	GPS
Time To First Fix, Cold Start	< 60 s
Time To First Fix, Hot Start	< 10 s
Horizontal Accuracy	< 16.5 ft (< 5 m)
WI-FI SPECIFICATIONS	
Standards Supported	IEEE 802.11b, 802.11g, 802.11n
Security Protocol Supported	WPA, WPA-2, WEP
Maximum Number of SSIDs	128 (64 for Numeric Models)
ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature	-22 °F to 140 °F (-30 °C to +60 °C)
Storage Temperature	-40 °F to 185 °F (-40 °C to +65 °C)
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IEC 60529 - IP54
Packaging Test	MIL-STD 883C, D, E, F and G

#### CONNECTION

- VHF Band, 45 W
- UHF Band, 40 W
- 800/900 Band, 30 W
- 45, 40, 30 W Transmit Power
- Alphanumeric Model: Color Screen, 1000 Channels
- Numeric Model: Numeric Display, 32 Channels
- Analog and Digital
- Voice and Data
- Integrated Wi-Fi
- Canvad Text Messaging
- Freeform Text Messaging (Requires Keypad Mic)
- Work Order Ticketing
- Indoor Location-Tracking
- Event-Driven Location Update
- Bluetooth Audio and Data
- Voice Announcement
- Text to Speech
- Option Board
- Home Channel Reminder

#### AUDIO

- Intelligent Audio
- IMPRES Audio
- Acoustic Feedback Suppressor
- Microphone Distortion Control
- User-Selectable Audio Profiles
- Trill Enhancement

#### PERSONALIZATION

- Wide Range of Accessories
- 4 Programmable Buttons

#### MANAGEMENT

- Radio Management
- Over-the-Air Software Update

#### SAFETY

- Lone Worker
- Basic Privacy
- Enhanced Privacy
- Transmit Interrupt
- Digital Emergency
- Emergency Search Tone
- Remote Monitor
- Radio Disable / Enable
- Waterproof to IP54
- Rugged to MIL-STD 810

#### SYSTEMS

- Dual Capacity Direct Mode
- Conventional
- [IP Site Connect](#)
- [Capacity Plus \(Simple and Multi-site\)](#)
- [Capacity Max](#)
- [Connect Plus](#)

• Optional



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#### LONG RANGE WIRELESS MOBILE MICROPHONE

Designed for customers who depend on their high power mobile radio but must work outside of their vehicle, the Long Range Wireless Mobile Microphone keeps you connected and communicating up to 330 ft (100 m) from your vehicle. With instant touch pairing and in-vehicle charging cradles, you can maintain critical communications even on remote job sites.



#### HANDHELD CONTROL HEAD

When space is tight, and you need the flexibility to operate your radio from anywhere in the vehicle, opt for the Handheld Control Head. Its color screen, full keypad and extendable cord gives you complete control within 8 m (26 ft) of the radio.



#### BLUETOOTH AUDIO

Improve the mobility of your work teams without wires getting tangled. Your delivery driver can sort through packages on the back of the delivery truck, your bus driver can check students in the back of the bus, and your limousine driver can open the door for their passengers and stay connected.



#### CONNECT AND COORDINATE EFFORTLESSLY

IMPRES™ Smart Audio accessories communicate with the radio to suppress ambient noise, improve voice intelligibility and amplify loudness. Choose from a range of standard and heavy duty microphones, with or without keypads and navigation buttons.



#### INTERACT SAFELY WITHOUT DISTRACTIONS

To help your drivers keep their eyes on the road, you can customize your installation with the IMPRES Visor Microphone and Remote Push-to-Talk.



For more details on XPR 5000e accessories, please download the [MOTOTRBO Professional Accessories Catalog](#).

To get connected with MOTOTRBO, please contact your local Motorola representative or visit [motorolasolutions.com/MOTOTRBO](https://motorolasolutions.com/MOTOTRBO)

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346 [motorolasolutions.com](https://motorolasolutions.com)

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**MOTOTRBO™**  
DIGITAL REMASTERED.

