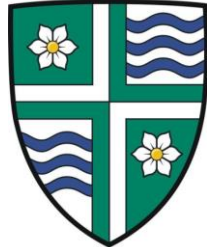


Township of
Langley



Est. 1873

REQUEST FOR STANDING OFFER

Title: HIRED EQUIPMENT SERVICES

Reference No.: RFSO 22-002

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1.0 INTRODUCTION

1.1 PURPOSE

Interested Hired Equipment Applicants are invited to submit an application to provide all labour and equipment for hired equipment services for various locations within the Township of Langley ("Township") as described in the terms, conditions, specification, and attachments contained herein, on an as and when required basis for an initial two (2) year term from April 1, 2022 to March 31, 2024.

1.2 DEFINITIONS

In this RFSO the following terms will have the meaning set out below:

- (a) "**Applicant**" means an entity that submits a Application;
- (b) "**Application**" means a Application submitted in response to this RFSO;
- (c) "**Bidding System**" means the electronic system used by the Township for its competitive bids at the following website: tol.bidsandtenders.ca, which is required to be used for all dissemination of information by or on behalf of the Township and all submissions from Bidders.
- (d) "**Closing Date and Time**" has the meaning set out in section 2.2;
- (e) "**Contract**" means a formal written contract between the Township and a Preferred Contractor to undertake the Services, the preferred form of which is Schedule B to this RFSO;
- (f) "**Evaluation Team**" means the evaluation team appointed by the Township;
- (g) "**Information Meeting**" has the meaning set out in section 2.6;
- (h) "**Preferred Contractor(s)**" means the Applicant(s) selected by the Evaluation Team to enter into negotiations for a Contract;
- (i) "**RFSO**" means this Request for Standing Offer and these documents and any subsequent Addenda issued by the Township;
- (j) "**Services**" has the meaning set out in Schedule B;
- (k) "**Site**" means the place or places where the Services are to be performed; and
- (l) "**Township**" means The Corporation of the Township of Langley; and
- (m) "**Township Representative**" means a Township Buyer.

2.0 INSTRUCTIONS TO APPLICANTS

2.1 BIDDING SYSTEM REGISTRATION

All Applicants should have a Bidding System Vendor account and be registered as a Plan Taker for this Application, which will enable the Applicant to download the Application, to receive Addenda/Addendum email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this RFSO, or if an Applicant has obtained this Application from a third party, the onus is on the Applicant to create a Bidding System Vendor account and be registered as a Plan Taker for the Application at <https://tol.bidsandtenders.ca>.

2.2 ADDITIONAL CONTACTS ON BIDDING SYSTEM PROFILE

All Applicants are strongly urged when creating or updating a Bidding System Vendor account to invite additional contacts to the vendor profile. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your company is a Registered Plan Taker for. In the event of vacations or illness, these additional contacts may act on your company's behalf, have the authority to receive Addenda notifications from the Bidding System, submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addenda, on your behalf.

If you are an invited company contact, it is imperative that you create your login from the link contained in the email invitation. Do NOT go directly to the Bidding System website and create a separate vendor account

2.3 CLOSING DATE AND TIME

An Application should be submitted in the Schedule C – Form of Application.

The Applicant should submit their Application electronically through the Bidding System **on or before the following date and time:**

Time: 2:00 p.m., local time
Date: February 28, 2022

(the “Closing Date and Time”).

Applicants are cautioned the timing of their Application submission is based on when the Application is successfully **RECEIVED** by the Bidding System, **not** when the Application is submitted by the Applicant, as a Application transmission can be delayed due to file transfer size, transmission speed, etc.

For the above reasons, it is recommended Applicants allow sufficient time to upload their Application submission and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and Time is determined by the Bidding System's web clock.

Applicants should contact bids&tenders support listed below, at least twenty-four (24) hours prior to Closing Date and Time if they encounter any problems. The Bidding System will send a confirmation email to the Applicant advising that their Application was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.ca.

2.4 LATE APPLICATIONS

Late submissions are not permitted by the Bidding System.

2.5 INQUIRIES

Questions related to this RFSO are to be submitted through the Bidding System only by clicking on the “Submit a Question” button for this specific bid opportunity.

Inquiries should be made no later than three [3] working days before Closing Date and Time. The Township reserves the right not to respond to inquiries made within three [3] working days of the Closing Date and Time. Inquiries and responses will be recorded and may be distributed to all Applicants at the discretion of the Township.

Applicants finding discrepancies or omissions in the Contract or RFSO, or having doubts as to the meaning or intent of any provision, should immediately notify the Township Representative. If the Township determines that an amendment is required to this RFSO, the Township Representative will issue an addendum in accordance with section 2.7. No oral conversation will affect or modify the terms of this RFSO or may be relied upon by any Applicant.

2.6 ADDENDA

If the Township determines that an addendum is required to this RFSO, the Township will issue a written addendum through the Bidding System prior to Closing Date and Time that will form part of this RFSO. No addenda of any kind to the RFSO is effective unless it is contained in a formal written addendum that the Township issues.

Applicants shall acknowledge receipt of any addenda when submitting their Application through the Bidding System by checking a box for each addenda and any applicable attachment. It is the responsibility of the Applicant to have received all addenda that are issued. Applicants should check online at <https://tol.bidsandtenders.ca> prior to submitting their Application and up until Closing Date and Time in the event additional addenda are issued. If a Applicant submits their Application prior to the Closing Date and Time and an addendum is issued, the Bidding System shall **WITHDRAW** the Application submission and the submission status will change to an **INCOMPLETE STATUS**. The Applicant can view this status change in the **"MY BIDS"** section of the Bidding System. The Applicant is solely responsible to:

- i) make any required adjustments to their submission;
- ii) acknowledge the Addenda; and
- iii) ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the stated Closing Date and Time.

2.7 WITHDRAWAL / EDIT SUBMISSIONS

Applicants may withdraw or edit their submission prior to the Closing Date and Time. However, the Applicant is solely responsible to ensure the re-submitted Application is received by the Bidding System no later than the stated Closing Date and Time.

2.8 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

Applicants will be deemed to have carefully examined the RFSO, including all Schedules, and the Contract (as applicable) prior to preparing and submitting a Application with respect to any and all facts, which may influence a Application.

2.9 OPENING OF APPLICATIONS

Applications will not be opened in public.

2.10 STATUS INQUIRIES

All inquiries related to the status of this RFSO will be conducted through the Bidding System.

3.0 APPLICATION SUBMISSION FORM AND CONTENTS

3.1 FORM OF APPLICATION

Applicants should include complete responses in their Application to each of the items listed in Schedule C.

3.2 CONTRACT

The Township's preferred form of Contract is Schedule B to this RFSO. If an Applicant requires amendments to the Contract, they should direct all enquires as stated in section 2.5 prior to the Closing Date and Time.

3.3 SIGNATURE

Applications should be submitted by a person authorized to sign on behalf of the Applicant and bind the Applicant to statements made in the Application.

4.0 EVALUATION AND SELECTION

4.1 EVALUATION TEAM

The evaluation of Applications will be undertaken on behalf of the Township by the Evaluation Team, which may consist of one or more persons. The Evaluation Team may consult with others, including Township staff members, third party consultants and references, as the Evaluation Team may in its discretion decide as required. The Evaluation Team will give a written recommendation for the selection of the Preferred Contractors to the Township.

4.2 EVALUATION CRITERIA

The Evaluation Team will compare and evaluate all Applications to determine the Applicant's strength and ability to provide the Services in order to determine the Application which is most advantageous to the Township.

The Applications will be evaluated on, in no particular order, with the following criteria:

- Employee Work Experience
- Capability and Qualifications
- Cost

The Evaluation Team may apply the evaluation criteria on a comparative basis, evaluating the Applications by comparing one Applicant's Application to another Applicant's Application. The Evaluation Team will not be limited to the criteria referred to above, and the Evaluation Team may consider other criteria that the team identifies as relevant during the evaluation process. Specific weightings are not assigned to the individual evaluation criteria, but it is anticipated that the Application that offers greatest value for money will be judged as most advantageous.

4.3 DISCREPANCIES IN APPLICANT'S FINANCIAL APPLICATION

If there are any obvious discrepancies, errors or omissions in the Applicant's financial Application, the Township shall be entitled to make obvious corrections, but only if, and to the extent, that the corrections are apparent from the Application as submitted.

4.4 ADDITIONAL INFORMATION

The Evaluation Team may, at its discretion, request clarifications or additional information from a Applicant with respect to any Application, and the Evaluation Team may make such requests to only selected Applicants. The Evaluation Team may consider such clarifications or additional information in evaluation a Application.

4.5 LITIGATION

In addition to any other provision of this RFSO, the Township may, in its absolute discretion, reject a Application if the Applicant, or any officer or director of the Applicant submitting the Application, is or has been engaged directly or indirectly in a legal action against the Township, its elected or appointed officers, representatives or employees in relation to any matter.

In determining whether or not to reject a Application under this section, the Township will consider whether the litigation is likely to affect the Applicant's ability to work with the Township, its Consultants and representatives, and whether the Township's experience with the Applicant indicates that there is a risk the Township will incur increased staff or legal costs in the administration of the Contract if it is awarded to the Applicant.

4.6 CONSIDERATION OF RELEVANT FACTORS

The Township reserves the right to decline to select any Applicant which the Township, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to Township as compared to another Applicant, considering any relevant factors, including a Applicant's financial resources, safety record, claims and litigation history, work history and environmental record.

5.0 GENERAL CONDITIONS

5.1 NO TOWNSHIP OBLIGATION

This RFSO is not a tender and does not commit the Township in any way to select a Preferred Contractor, or to proceed to negotiations for a Contract, or to award any Contract, and the Township reserves the complete right to at any time reject all Applications, and to terminate this RFSO process.

5.2 APPLICANT'S EXPENSES

Applicants are solely responsible for their own expenses in preparing and submitting Applications, and for any meetings, negotiations or discussions with the Township or its representatives and consultants, relating to or arising from this RFSO.

5.3 NO CONTRACT

The Township and its representative, agents, consultants and advisors will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or any other matter whatsoever, incurred by the Applicant in preparing and submitting a Application, or participating in negotiations for a Contract, or other activity related to or arising out of this RFSO.

5.4 NO CLAIMS

The Township and its representatives, agents, consultants and advisors will not be liable to any Applicant for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Applicant in preparing and submitting a Application, or participating in negotiations for a Contract, or other activity related to or arising out of this RFSO.

5.5 CONFLICT OF INTEREST

Applicants shall disclose any potential conflicts of interest and existing business relationships they may have with the Township, its elected or appointed officials or employees. The Township may rely on such disclosure. The Township may reject an Application from any Applicant that the Township judges would be in a conflict of interest if the Applicant is awarded a Contract. Failure to disclose, or false or insufficient disclosure of the nature and extent of any relationship the Applicant may have with any employee, officer or director of the Township shall be grounds for immediate termination of any agreement or contract with the Township, in the Township's sole discretion, without further liability of notice.

5.6 OWNERSHIP OF APPLICATION AND FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT

All submissions become the property of the Township and will not be returned to the Applicant. All submissions will be held in confidence by the Township unless otherwise required by law. Applicants should be aware the Township is a "public body" defined by and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

5.7 SOLICITATION OF COUNCIL MEMBERS AND TOWNSHIP STAFF

Applicants and their agent will not contact any member of the Township Council or Township staff with respect to this RFSO, other than the Township Representative named in Section 2.5, at any time prior to the award of a Contract or the termination of this RFSO, and the Township may reject the Application of any Applicant that makes any such contact.

5.8 CONFIDENTIALITY

Each party acknowledges that it may receive confidential information from the other party in the course of performance of the services required under this order. The confidential information shall include all the information one party receives from the other that is designated as confidential or is reasonably regarded as confidential. Each part agrees to maintain the secrecy of the other party's confidential information and agrees not to use any of them except for the other party's confidential information and agrees not to use any of them except for the purpose of performance of this Order and agrees not to disclose same to any third party. It is understood and agreed that each party's employees or agents who have a need to know such information in connection with the services and provided all such persons understand and acknowledge in writing, their obligations and willingness to preserve and hold such information in the strictest confidence. Confidential information shall not include any information which is publicly available at the time of disclosure or subsequently becomes publicly available through no fault of the recipient party or is rightfully acquired by the recipient party from a third party without obligations of confidentiality.

SCHEDULE A

HIRED EQUIPMENT SERVICES RFSO 22-002

1. PURPOSE

The Township's hired equipment program is for owner/operators (the "Contractor") who have the preferred equipment as outlined in Schedule C, or other pieces of equipment that the Contractor wishes to hire out to the Township and emergency projects.

The actual equipment and Services required will vary from project to project.

2. SCOPE OF SERVICES AND REQUIRED QUALIFICATIONS

The Contractor will be expected to provide labour and equipment necessary for meeting the requirements of the individual project or work request. All equipment shall be preapproved by the Township prior to commencement of any work. The Contractor will also prior to commencement of work on-site become familiar with important site-specific pre-construction check sheet and participate in the preconstruction meeting.

The Services include a wide variety of small to large-scale projects at various locations within the Township on an "as and when" required basis. The Services include without limitation the supply and delivery of material, the provision of skilled labour, and equipment to perform the Services and other requirements of this Request for Standing Offer in the Township. The Contractor does not need to offer all equipment in order for its Application to be considered by the Township.

The Township intends that individual pieces of equipment will be sorted into separate equipment categories. The Township reserves the right to select equipment within each category equipment in the order of its stated hourly rates, equipment condition, capability and capacity. This registry does not include any Winter Control activities such as plowing, sanding or salting.

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, main flushing, flail mowing, and snow hauling.

Work sites vary and it is not uncommon to move to and from various different work sites throughout the day.

The Township reserves the right for the following:

- a) to select a maximum number of Contractors for each category based on anticipated capital works program and special projects;
- b) to continue to receive applications throughout the year and will be held on file for future consideration;
- c) to competitively bid or request for quote for larger projects;
- d) 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 Township and/or references for previous contracts of a similar nature.

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

3. REGISTRATION REQUIREMENTS

All hired equipment owners must:

- a) Ensure that the equipment is properly and fully licensed and operational;
- b) Ensure that insurance is current and in compliance with the Township of Langley's requirements;
- c) Ensure that WorkSafeBC coverage is maintained and kept current. Purchasing will check with WorkSafeBC quarterly to confirm;
- d) Ensure that only the specified registered equipment of the owner is contracted for hire and dispatched for Township work. Subcontracting is not acceptable. The Township manages the Hired Equipment List and will call for owner operated equipment as required. Failure to comply with this requirement will result in removal from the Hired Equipment List;
- e) Ensure that their G.S.T. status has been confirmed and, if registered for G.S.T., must provide their G.S.T. registration number;
- f) Ensure that the operator has and maintains a valid B.C. Driver's license for the class of vehicle being driven;
- g) Ensure that the operator is fully trained in the safe operation of the equipment;
- h) Ensure that the operator can communicate in the English language;
- i) Ensure the operator has a good understanding of the Township of Langley's street system;
- j) Have a current Township of Langley's Business License and must provide their Business License number at the time of registration;
- k) Ensure that Vehicle Inspection Reports are current, updated and submitted to the Purchasing Department for record.

4. SAFETY

4.1 GENERALVEHICLE REQUIREMENTS

- a) Satisfy and maintain all physical requirements set by the Township of Langley for the type of equipment involved;
- b) Have first aid kit;
- c) Have a basic Class B fire extinguisher, with current inspection;
- d) Have a current vehicle safety test;
- e) All equipment and trucks must be equipped with functioning high visibility, multidirectional amber flashing beacon(s) for slow moving type of equipment. (e.g. backhoes), pre-inspection in accordance with WCB regulations;
- f) All equipment and trucks are to be equipped with an operating back-up alarm;
- g) Operator's manual must be on board for all equipment as per WorkSafeBC's requirements.

4.2 TRUCKS

- a) All equipment must be fully functional;
- b) Have the operator's name, address, phone number and GVW painted on the door in lettering at least 2" high. This must match the information on the supporting documents (e.g. insurance, vehicle registration);
- c) Have recent Vehicle Inspection Report. (e.g. Dump Trucks);
- d) Have the Vehicle Log and Vehicle Inspection Report available for inspection by site supervisor/foreman.

4.3 BACKHOES

- a) Have certified lifting chains;
- b) Have fully operational and high visibility work lights on the front and back.

4.4 OPERATOR REQUIREMENTS

- a) Have and wear a safety vest and hard hat when working off the vehicle on any job site;
- b) Wear work boots (steel toe and sole puncture protection) that lace up over the ankle at all times or CSA approved footwear;
- c) Wear appropriate clothing at all times (e.g. long pants and shirts with sleeves);
- d) Be prepared to help unload materials;
- e) Have and wear work gloves where required;

- f) Use seatbelts while operating the equipment;
- g) Use hearing protection;
- h) Be fully conversant in the safe operation of the vehicle/equipment;
- i) Understand and work in compliance with all WorkSafeBC regulations;
- j) Must attend Township of Langley safety meetings and training relating to the work when required.

4.5 PRE-TRIP INSPECTIONS

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

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

5. EQUIPMENT MAINTENANCE

The Township will not be held financially responsible for downtime or equipment break down. If the hired equipment breaks down or the operator leaves, the Township may elect to call out another piece of equipment at its discretion. Downtime or equipment breakdown will be a cost solely borne by the Contractor. The Township will not pay hourly rates for equipment being serviced or maintained on site. All service and maintenance will be performed at the Contractor's facilities and at their cost. The Township's work site will not be used to maintain, store or stage equipment.

It is the Contractor's responsibility to provide fuel, oil, grease, filters, parts, service and labour required to maintain equipment in a safe operating condition. The Township does not pay for the Contractor's service units that the Contractor uses to service its own equipment.

The Contractor shall notify the Township of any material changes in equipment availability, and the information contained in the above requirements, as soon as practicable after a material change comes to the attention of the Contractor. The Township may request updated versions of the above requirements at any time, and the Contractor shall deliver updated versions promptly following a Township request.

6. HOURS OF WORK

The Township works a planned 8 hour workday between 7:00am to 4:30pm, Monday to Friday. Only straight time will be paid during these hours. No overtime will apply without first obtaining the Township representative's written approval.

6.1 LENGTH OF ASSIGNMENT

This contract is for the purpose of Short-Term rental in order to supplement the Townships own forces and equipment on an "as is required" basis, excluding specific projects. Assignment may range from hours to day(s).

7. RATES

Rates are paid on an hourly basis. Rates shall include all costs (including but not limited to fuel, operator, transportation, equipment, etc.). Rates submitted will apply to service/equipment provided during any 24 hour period and on any given day(s) for the duration of this contract, weekend and holidays included.

Rates are to be charged on an hourly basis and in single hour increments. When equipment is NOT operated for a full hour, the cost will be calculated to the nearest half hour. Hourly rates are only applicable from the starting time or when the equipment arrives on the jobsite, if later than the starting time, until the equipment is dismissed. If the Contractor arrives on site at the prearranged call out time and must wait for

the Township crews, equipment or instruction, that shall be deemed “standby” time. Standby time will be paid at regular hourly rates.

Equipment rental rates will not be paid during breaks. The Contractor will assign and schedule its personnel (including, as necessary, additional support personnel) to ensure that personnel breaks result in little or no disruption of the Township’s work at any job site, and may be directed by the Township.

Move charges will be allowed for specialized equipment that requires low-bed or special trailers to transport the equipment (i.e. paver, excavator, dozer, etc.) from site to site. If there are two (2) or more sites combined during a course of a day or week, a single move charge (including but not limited to fuel, operator, equipment, etc.) will be paid for equipment that can be driven (i.e. backhoe, flail-mower, grader) from site to site.

The Township will not consider claims for extra payment. Do not give separate winter and summer rates; give only one rate.

The Township may NOT consider any submission that includes a minimum callout charge exceeding 2 hours for equipment.

8. RESPONSES AND CALLOUTS

As projects arise that require the use of hired equipment, equipment owners/operators will be called upon to provide the Services. Respond promptly to confirm availability to provide the requested Services by the Township. Your response time is limited, and the Township will move on to the next equipment owner/operator on the call out list if we do not hear back in a timely manner. There will be no priority list nor will the Township guarantee any hours to any particular Preferred Contractor or Preferred Contractors.

The Township reserves the right to obtain the services of an alternate source if any Contractor fails to provide the Services within the specified time.

The Township may specify that the equipment (with operator) is needed for a day, a part of a day, or an hour for a given project, multiple projects, and/or for as long as the Township may estimate. The Township may contact the Contractor on short notice, particularly in emergency situations. In response, the Contractor may confirm its availability, together with the acceptability of the time, place and other work-specific information communicated by the Township, by physical reporting to the work site ready to perform as specified by the Township, and as contemplated under this RFSO process.

9. CHANGE OF OWNERSHIP

The resulting Hired Equipment Contract is not transferable or assignable. The resulting Contract is between the Township and the Contractor submitted on the Contractor’s Declaration form. Assigning, selling or transferring assets will result in automatic termination of this Contract. New owners will be required to submit their application on a new Contractor’s Declaration form and if accepted, would become a Secondary Registrant.

10. PERFORMANCE REVIEW AND REPORTING

Contractors 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 the Township. Normally, one (1) warning notice will be issued before the Township will consider dismissal of a piece of equipment and/or operator. For serious situations, a warning may be by-passed and an “end of contract” letter issued.

The following are possible reasons for early termination, but not limited to:

- (a) Failure to provide an operator/driver with the appropriate driver’s license for said piece of equipment;

- (b) Equipment/truck mechanical condition. Equipment or trucks which show a history of breakdowns and/or not reporting for work or of being substituted for, will be suspended and no further attempts will be made to hire the said piece of equipment or truck until it has been re-evaluated by the Township. The Contractor will be required to produce copies of work orders indicating that the equipment or truck has been repaired or that other problems have been rectified. Furthermore, all equipment and trucks are to comply to the specifications and safety requirements in this RFSO or the unit will not be used;
- (c) Operator's attitude, ability and actions;
- (d) Failure to report to an assigned work site;
- (e) Failure to report to the work site at the assigned time;
- (f) Failure to observe safety requirements including the appropriate use of personal protective equipment;
- (g) Failure to bring equipment in for inspection, when requested to do so;
- (h) Low productivity. The Township will be aware of the productivity of all equipment hired. If a hired equipment is not producing to full capacity, or if the operator is not capable of producing a good quality and quantity of work, and the situation is not corrected after having given proper notice to the Contractor, the Agreement may be terminated;
- (i) Failure to report to the Township any damage claims;
- (h) Failure to settle any property damage claims. Property damage will be documented by the Township 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; and
- (i) Failure to provide the Township with any and all documentation as requested in a timely manner.

10.1 REMOVAL OF STAFF

The Township may, at its sole discretion request the Contractor to reprimand, or remove any one of the Contractor's employees or sub-contractors for any one or more of the following reasons and the Contractor is to promptly comply with such requests:

- a) Unfit to work;
- b) Intoxication;
- c) Electronic Communication Device use while engaged in traffic control operations;
- d) Use of foul, profane, vulgar or obscene language or gestures;
- e) Failure to provide proof of qualifications ;
- f) Disrupting work or workers;
- g) Solicitation of gratuities from any person for services performed;
- h) Willful, negligent or reckless action in disregard of safety or sanitary requirements;
- i) Any action that the Township may determine constitutes a public nuisance or disorderly conduct; and
- j) Any other reason considered appropriate, at the sole discretion of the Township.

The Township's Contractor Health and Safety Responsibility Agreement is attached as Appendix 1 and must be adhered to.

11. FUEL REPORTING

The Township of Langley, as part of the Metro Vancouver Region, has signed the BC Climate Action Charter, which commits local governments to become carbon neutral in their corporate operations. Part of the BC Climate Action Plan requires contractors providing services to a municipality that have been identified as in scope will be required to provide to the Township their fuel consumption data generated annually for the contracted Service. Contractors shall confirm their commitment to the Township to provide this information during the Term of the Agreement:

- a) identification of what will use fuel (e.g. description of vehicles and equipment) and respective fuel type used (gasoline, diesel, natural gas, propane, and bio-fuel blends); and
- b) total estimated fuel in volume used for each fuel type projected for each calendar year of service.

Fuel Reporting will be required of those contractors whose contract value with the Township is \$25,000.00 or more annually.

12. NON-ROAD DIESEL ENGINE EMISSION REGULATION

All non-road diesel engine equipment used for the Services, provided that is 25hp (19kw) or greater, must comply with Metro Vancouver's Non-Road Diesel Engine Emissions Regulation Bylaw No. 1161, 2012. The regulation requires owners or operators of Tier 0 non-road diesel engines to register, label and pay fees. The same applies to Tier 1 engines effective January 1, 2014.

Registration numbers should be provided and advise what current standard your proposed equipment meets. Include this information in Schedule C (attached). The Township may, at its discretion, give preference to equipment that meets higher emission standards.

For further information contact Metro Vancouver: www.metrovancouver.org/boards/bylaws.



APPENDIX 1 - Sample

CONTRACTOR HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

Contract Title: Hired Equipment Services

Contract No: RFSO 22-002

The following terms form part of Township of Langley Contract No. RFSO 22-002 between the Township of Langley (the "Township") and *Contractor's Name* _____, and are enforceable as such.

The Township strives to maintain a safe work environment for its employees, its Contractors, and the general public. The Township insists upon the enforcement of safe practices and procedures in all premises and in all work activities and it is essential that all Contractors and their employees and sub-Contractor(s) perform in the same manner.

As a Contractor to the Township, you are expected to conform to the requirements of the *Workers' Compensation Act* (the "Act") and its Regulations, and to all federal, provincial and municipal bylaws and regulations. Any Township employee has the authority to order an unsafe act to cease or to have an unsafe piece of equipment removed from the premises or, in extreme situations, to shut down a job entirely.

The following information is a basic list of Township safety requirements. While compliance with the following is a requirement of your contract, you must also comply with additional obligations imposed by local, provincial and federal laws and regulations, or bylaws, and with any and all additional obligations as set out in Contract No. RFSO 22-002.

PERSONNEL

- Contractors will inform their employees and other persons on site of any potential hazard in the workplace and advise of appropriate action to be taken should a hazard be found or a fire or accident occur.
- Contractors will only invite authorized personnel onto the worksite. No families or friends are permitted.
- The Contractor will advise the Township of any on-site hazards, accidents or injuries involving the Contractor's employees or other persons, whether caused by the Contractor's business or otherwise.

GENERAL SAFETY RULES

- Horseplay, gambling and use of alcohol or narcotics will not be tolerated.
- Orderliness and good housekeeping are basic requirements and must be maintained at all times.
- Any equipment must be maintained in good condition.
- Restricted and controlled products will be labeled, used and stored in accordance with the associated regulations, e.g. WHMIS.
- Contractors will use a regular system of inspections to detect and correct hazardous conditions, safety violations and unsafe working practices on the job site.
- Contractors will ensure their employees utilize proper safety equipment and clothing as required for job site activities.
- Contractors must follow and have on site proper written safe work procedures for hazardous work, including confined space entry, lockout, excavations and shoring.
- All ladders must be of an approved type and length. Unacceptable ladders must be removed immediately from the premises.
- All vehicles and equipment on Township property must be kept in safe mechanical condition at all times, and be operated only by persons with a valid driver's license and/or proper training and qualifications.

- Contractors will not operate any equipment, valves, switches, etc., which are part of the Township's operation, unless specific permission is received from the Township's Department Representative.
- Accumulation combustible refuse (oily rags etc) or similar fire hazards will not be tolerated.
- Contractors must participate in any onsite safety meetings (tailgate meetings etc) and or other inspections as required by the Township.
- All Township operations will be carried out in a respectful way free of bullying and harassment that promotes the health and safety of employees and the public, as well as the environment and community which we operate.

Your safety record and attitude are important criteria used to judge your qualification for future bidding on solicitations with the Township.

You can ensure employee safety and your eligibility for future business with the Township if you exhibit and practice a "Safe Work – Safe Township" attitude.

I, the undersigned, acknowledge having read and understand the information above.

By signing this agreement, I agree as an authorized representative of the firm noted below, to assume the responsibilities and obligations as noted herein for the purposes of the performance of Township Contract No. RFSO 22-002.

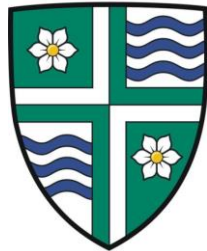
Contractor Name

Signature of Contractor Representative

Date

SCHEDULE B – DRAFT FORM OF AGREEMENT

**Township of
Langley**



Est. 1873

Standing Offer Services Agreement

Title: HIRED EQUIPMENT SERVICES

Reference No. RFSO 22-002

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SERVICES AGREEMENT

THIS AGREEMENT dated the _____ day of _____, 2022.

BETWEEN:

**TOWNSHIP OF LANGLEY
20338 65 AVENUE
LANGLEY, BC V2Y 3J1**

(the "Township")

AND:

TBD

(the "Contractor")

WHEREAS

- a. The Township has requested Applications for Hired Equipment Services, RFSO 22-002 in accordance with the terms of the Request for Standing Offer.
- b. The Contractor has submitted an Application in response to the RFSO and was selected by the Township as a successful proponent.
- c. The Township and the Contractor now wish to enter into this Contract to set forth the rights and obligations of each of them with respect to the provisions of the Services.

THEREFORE in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Township and the Contractor agree as follows:

1.0 INTERPRETATIONS

1.1 DEFINITIONS

In this agreement the following definitions apply:

"**Disbursements**" has the meaning set out in section 5.3;

"**Dispute**" has the meaning set out in section 12.1;

"**Fees**" has the meaning set out in section 5.1;

"**Indemnities**" has the meaning set out in section 7.1;

"**Invoice**" has the meaning set out in section 5.2(a);

"**Services**" has the meaning set out in section 2.1;

"**Time Schedule**" has the meaning set out in section 2.5.

1.2 APPENDICES

APPENDIX 1 – Services/Scope/Terms of Reference; (Schedule A)

APPENDIX 2 – Application RFSO Hired Equipment; (Schedule C)

2.0 NATURE OF AGREEMENT

2.1 NATURE OF STANDING OFFER AGREEMENT

It is understood and agreed by the Contractor that should an Application be selected by the Township, it will result in a standing order agreement (the “Standing Offer”) only and the Services will be ordered by the Township solely on an “as and when required” basis. The aggregate value of Services which may be ordered is conditional upon the needs of the Township. No compensation will be accrued, or owed or paid to any Applicant in the event that the Services are not ordered. If a Standing Offer is executed by the Township, at the sole option of the Township, the Township may place an order (the “Order”) for Services specified in the Order and the Application agrees to provide those Services.

The parties agree that the Township may not place any orders for Services with the Contractor for the duration of the term of the Standing Offer. The parties agree that the Township may purchase identical or similar Services from any other source.

The Township reserves the right to competitively bid or request for quote for larger projects.

3.0 SERVICES

3.1 SERVICES

The Township hereby retains the Contractor to provide services as described generally in Appendix 1, including anything and everything required to be done for the fulfillment and completion of this agreement (the “Services”).

3.2 AMENDMENT OF SERVICES

The Township may from time to time, by written notice to the Contractor, make changes in the scope of the Services. The fees will be increased or decreased by written agreement of the Township and the Contractor according to the rates set out in Appendix 2.

3.3 ADDITIONAL SERVICES

The Contractor will, if requested in writing by the Township, perform additional services as may be listed in Appendix 2. The terms of this agreement will apply to any additional services, and the fees for additional services, and the time for the Contractor’s performance, will generally correspond to the fees and time of performance as described in Appendix 2. The Contractor will not provide any additional services in excess of the scope of services unless requested in writing by the Township.

3.4 STANDARD OF CARE

The Contractor will perform the Services with that degree of care, skill and diligence normally provided by a qualified and experienced practitioner performing services similar to the Services, and on the understanding that the Township is relying on the Contractor’s experience and expertise.

3.5 EMERGENCY SERVICES

The Contractor may be requested to provide twenty-four (24) hour emergency service, seven (7) days a week, fifty-two (52) weeks a year, in response to a call out by the Township.

3.6 CANCELLATION OF ORDER

The Contractor acknowledges that time is of the essence

3.8 TIME

The Contractor acknowledges that time is of the essence with respect to the provision of the Services and accordingly the Contractor will provide the Services within the performance or completion dates or time periods (the "time Schedule") as set out in Appendix 4, or as otherwise agreed to in writing by the Township and the Contractor. If at any time the Contractor discovers that the Time Schedule cannot be met it will immediately advise the Township in writing and provide a revised Time Schedule.

3.8 TERM

The Contractor will provide the Services for a term of 24 months (the "Term") commencing as of April 1, 2022 unless terminated earlier or extended in accordance with the terms of this agreement.

The Township may re-open the Request for Standing Offer during the two year term at the Township's discretion.

4.0 PERSONNEL

4.1 QUALIFIED PERSONNEL

The Contractor will provide only professional personnel who have the qualifications, experience and capabilities to perform the Services.

4.2 LISTED PERSONNEL

The Contractor will perform the Services using the personnel as may be listed in Appendix 2, and the Contractor will not remove any such listed personnel from the Services without the prior written approval of the Township.

4.3 REPLACEMENT OF PERSONNEL

If the Township reasonably objects to the performance, experience, qualifications or suitability of any of the Contractor's personnel then the Contractor will on written request from the Township, replace such personnel.

4.4 SUB-CONTRACTORS AND ASSIGNMENT

The Contractor shall not sub-contract any part of the Work or assign any part of the Contract without the prior written consent of Township's representative and, if the Work is sub-contracted, the Contractor shall be responsible for the acts or omissions of the sub-Contractor as if the acts or omissions were its own. This is also applicable to companies submitting under different organizational structures who share the same pool of resources.

4.5 AGREEMENTS WITH SUB-CONTRACTORS

The Contractor will preserve and protect the rights of the Township with respect to any Services performed under sub-contract and incorporate the terms and conditions of this agreement.

5.0 LIMITED AUTHORITY

5.1 AGENT OF TOWNSHIP

The Contractor is not and this agreement does not render the Contractor an agent or employee of the Township, and without limiting the above, the Contractor does not have authority to enter into any contract or

reach any agreement on behalf of the Township, except for the limited purposes as may be expressly set out in this agreement, or as necessary in order to perform the Services. The Contractor will make such lack of authority clear to all persons with whom the Contractor deals in the course of providing the Services.

5.2 INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. This agreement does not create the relationship of employer and employee, a partnership, or a joint venture. The Township will not control or direct the details, means or process by which the Contractor performs the Services. The Contractor will determine the number of days and hours of work required to properly and completely perform the Services. The Contractor is primarily responsible for performance of the Services and may not delegate or assign any Services to any person except as provided for in section 3.4. The Contractor will be solely liable for the wages, fringe benefits, work schedules and work conditions of any partners, employees or Sub-Contractors.

6.0 FEES

6.1 FEES

The Township will pay to the Contractor the fees as set out in Appendix 2 (the "Fees"). Payment by the Township of the Fees and Disbursements will be full payment for the Services and the Contractor will not be entitled to receive any additional payment from the Township. The hourly rate shall be for both equipment and operator and shall remain in effect for the Term.

For greater certainty, costs of general management, non-technical supporting services, and general overhead are deemed to be covered by the Fees and will not be subject to additional payment by the Township.

6.2 PAYMENT

Subject to any contrary provisions set out in Appendix 2:

- (a) the Contractor will submit a monthly invoice (the "Invoice") to the Township requesting payment of the portion of the Fees and Disbursements relating to the Services provided in the previous month and including the following information:
 - an invoice number referencing the Purchase Order number and Work Order number;
 - The Job Site address and description of work performed;
 - The Job Site Contact full name including last name;
 - the Contractor's name, address and telephone number;
 - where applicable, GST and any Environmental Taxes are to be shown separately;
 - grand total of the Invoice;
- (b) if the Township reasonably determines that any portion of an Invoice is not payable then the Township will so advise the Contractor;
- (c) the Township will pay the portion of an Invoice which the Township determined is payable within 30 days of the receipt of the Invoice, except the Township may hold back from payments 10% of the amount the Township determines is payable to the Contractor until such time as the Contractor provides its final report to the Township. All invoice payments will be paid by electronic funds transfer therefore the Contractor must supply banking transfer information to Accounts Payable by e-mail to acctspay@tol.ca or forms may be found on the Township website at <https://www.tol.ca/business/doing-business-with-the-township/>; and

- (d) if the Contractor offers the Township a cash discount for early payment, then the Township may, at the township's sole discretion, pay the portion of an Invoice which the Township determines is payable at any time after receipt of the Invoice.

Invoices will be submitted by the Contractor by mail to:

Township of Langley, Accounts Payable
20338 65 Avenue
Langley, BC V2Y 3J1

6.3 RECORDS

The Contractor will prepare and maintain proper records related to the Services, including records, receipts and invoices relating to Disbursements. On request from the Township, the Contractor will make the records available open to audit examination by the Township at any time during regular business hours during the time the Contractor is providing the Services and for a period of six (6) years after the Services are complete. The Contractor shall provide the Township with monthly reports which shall advise the Township of the status of the work in progress, recommendations or amendments to the Services and any other relevant information regarding the status of the work under this Agreement including the budget, scope and schedule which the Contractor considers important.

6.4 CARBON NEUTRAL REPORTING

In order to meet its carbon neutral reporting obligations, commencing on the start of the contract the Township will require (*name of contractor*) to communicate the type and quantity of fuel used to operate vehicles, equipment and machinery as part of the delivery of the services described in the contract. (*Name of contractor*) is required to report accurate fuel data quarterly using the Fuel Reporting Form that will be provided by the Township. The Fuel Reporting Form with accurate fuel data must be provided in order to receive payment of the final invoice of the contract or any invoices in the following year. The Contractor is required to annually report accurate fuel data no later than January 15 of the calendar year following service delivery.

6.5 NON-RESIDENTS

If the Contractor is a non-resident of Canada and does not provide to the Township a waiver of regulation letter, the Township will withhold and remit to the appropriate governmental authority the greater of:

- (a) 15% of each payment due to the Contractor; or
- (b) the amount required under applicable tax legislation.

7.0 TOWNSHIP RESPONSIBILITIES

7.1 TOWNSHIP INFORMATION

The Township will, in co-operation with the Contractor, make efforts to make available to the Contractor information, surveys, and reports which the Township has in its files and records that relate to the Services. The Contractor will review any such material upon which the Contractor intends to rely and take reasonable steps to determine if that information is complete or accurate. The Contractor will assume all risks that the information is complete and accurate and the Contractor will advise the Township in writing if in the Contractor's judgment the information is deficient or unreliable and undertake such new surveys and investigations as are necessary.

7.2 TOWNSHIP DECISIONS

The Township will in a timely manner make all decisions required under this agreement, examine documents submitted by the Contractor and respond to all requests for approval made by the Contractor pursuant to this agreement.

7.3 NOTICE OF DEFECT

If the Township observes or otherwise becomes aware of any fault or defect in the Services, it may notify the Contractor, but nothing in this agreement will be interpreted as giving the Township the obligation to inspect or review the Contractor's performance of the Services.

8.0 INSURANCE AND DAMAGES

8.1 INDEMNITY

The Contractor will indemnify and save harmless the Township and all of its elected and appointed officials, officers, employees, servants, representative, volunteers and agents (collectively the "Indemnities"), from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction or loss of property, including loss of use, and injury to or death of any person or persons which any of the Indemnities incur, suffer or are put to arising out of or in connection with any failure, breach or non-performance by the Contractor of any obligation of this agreement, or any wrongful or negligent act or omission of the Contractor or any employee or agent of the Contractor.

8.2 SURVIVAL OF INDEMNITY

The indemnity described in section 7.1 will survive the termination or completion of this agreement and, notwithstanding such termination or completion, will continue in full force and effect for the benefit of the Indemnities.

8.3 INSURANCE TERMS AND REQUIREMENTS

The Contractor will provide the Township with evidence of the required insurance prior to the commencement of this Agreement. Such evidence will be in the form of a completed Certificate of Insurance acceptable to the Township.

The Contractor shall provide, maintain and pay for the insurance coverage described below including coverage for all officers, directors and employees and unless otherwise agreed in writing by Township, shall cause any subcontractors or sub-Contractors of the Contractor to provide, maintain, and pay for the insurance coverage described below including coverage for all their respective officers, directors and employees and shall deliver to Township before the commencement of the Services, and thereafter from time to time as reasonably required by Township, insurance certificates or other similar evidence satisfactory to Township that the insurance required to be provided by the Contractor under this Agreement is in force.

- (a) **Commercial General Liability Insurance** – on an occurrence basis having a limit of not less than \$5million inclusive for any one occurrence and with \$5,000,000 Annual Aggregate for products and completed operations, and insuring against claims for injury, including death, and for property damage arising out of the operations of the Contractor under this Agreement. Coverage must be for the entire contract period, or as stated in the Agreement and shall include, where applicable:

Products and Completed Operations for loss or damage arising out of the existence of any condition in the work completed by the Contractor as part of the Services or any installation or repair operations during the period of 24 months next ensuing after acceptance of the work by the Township.

- (i) liability for premises and operations;
- (ii) Township and contractors protective liability;
- (iii) cross liability / severability of interests
- (iv) liability arising out of products (either manufactured or supplied) and completed operations;
- (v) broad form property damage, including completed operations;
- (vi) blanket written contractual liability;
- (vii) unlicensed mobile equipment;
- (viii) operation and use of machinery attached to licensed vehicles;

- (ix) non-owned automobile liability insurance;
- (x) contingent employers' liability;
- (xi) employees of others hired or on loan by Contractor or on loan to the Contractor as insured;
- (xii) sudden and accidental pollution;
- (xiii) advertising liability, if applicable; and
- (xiv) broad Form Tenants Legal Liability, if applicable.

This Commercial General Liability policy shall expressly state that it is primary as to any other insurance available to Township but solely with respect to liability arising out of the Contractor's Services.

- (b) **Automobile Liability Insurance** – having a limit of not less than \$3 million inclusive for any one occurrence, and insuring against claims for bodily injury, including death, and for property damage arising out of the use of the Contractor's owned, leased and non-owned vehicles for the performance of the Services.
- (c) **Professional Liability Insurance** – if applicable, having a limit of \$2 million inclusive any one claim and in the aggregate covering liability arising directly or indirectly from any error, omission or negligent act in the performance of professional services.
- (d) **Workers' Compensation Insurance** – in compliance with the Workers Compensation Act pertaining to the compensation of injured employees assigned to the Services.

The policies for the insurance provided by the Contractor shall be endorsed as follows:

- (a) **Additional Insured:**

The Commercial General Liability insurance policy shall define "additional insured" as "Corporation of the Township of Langley and its elected and appointed officials, officers, employees, volunteers, and agents but only with respect to the Services of the Contractor under this Agreement".

- (b) **Waiver of Subrogation:**

The Commercial General Liability insurance policy shall include an endorsement under which the insurer waives any right of subrogation it may have against "Corporation of the Township of Langley and its elected and appointed officials, officers, employees and agents."

- (c) **Notice of Cancellation or Modification:**

Other than Workers' Compensation insurance, each policy shall contain an endorsement in substantially the following form:

"Unless Township has expressly waived this provision in writing, the coverage provided by this policy will not be cancelled, materially changed or amended, until 30 days after written notice of that cancellation, change or amendment has been given to Township."

Placement

All insurance required to be obtained under this Agreement shall be placed with insurers which are satisfactory to Township, licensed and approved by the Province of British Columbia, and of current investment grade.

Deductibles

The Contractor shall pay the full deductible amounts if there is a claim against any policy of insurance to be provided by the Contractor under this subsection of this Agreement.

Compliance

Failure to comply or the full compliance with the requirements for insurance coverage of the kinds and with the limits stated in this Agreement shall in no way act to relieve the Contractor from its obligations under this Agreement. The Contractor may obtain insurance having greater limits and providing other forms of coverage as the Contractor deems prudent to protect itself under this Agreement.

Notice of Claims

If, at any time during the performance of the Services as described in Appendix 1, the Contractor becomes aware of a claim or potential claim against any insurance policy described in Section 1 of this Appendix, then the Contractor will immediately advise the Township in writing of such claim, including particulars.

8.4 CLAIMS COOPERATION AND HISTORY

With respect to any Claim against the Township, whether insured or otherwise, the Contractor will cooperate with the Township, the Township's insurers, claims adjusters and other representatives to mitigate any impact of any investigations relating to the Claim on the Township's operations, including the performance of the Services.

The Township's Representative may request, at any time, a claims history for any of the insurance policies described in section 7.3 and the Contractor's insurance policies and the Contractor will provide such history to the Township's Representative within five days of such request.

8.5 ADDITIONAL INSURANCE

Subject to any specific agreements the Township and the Contractor may have reached with respect to insurance, as may be set out in other provisions of this agreement, the Contractor will, as part of the Services, cooperate with the Township to obtain additional insurance covering the Services if the Township in its discretion determines that additional insurance is required. The Township may pay the cost of the premiums for any additional insurance.

The Contractor acknowledges that any requirements of the Township as to the amount of coverage under any policy of insurance will not constitute a representation by the Township that the amount required is adequate and the Contractor acknowledges and agrees that the Contractor is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits shall not be construed as relieving the Contractor from responsibility for any amounts which may exceed these limits, for which the Contractor may be legally liable.

9.0 TERMINATION

9.1 BY THE TOWNSHIP

The Township may at any time and for any reason by written notice to the Contractor terminate this agreement before the completion of all the Services. Upon receipt of such notice, the Contractor will perform no further Services other than the work which is reasonably required to terminate the Services and return the Township's property to the Township. If the Township terminates this agreement before the completion of all the Services, the Township will pay to the Contractor all amounts owing under this agreement for Services provided by the Contractor up to and including the date of termination, plus reasonable termination costs in the amount as determined by the Township. Upon payment of such amounts no other or additional payment will be owed by the Township to the Contractor, and, for certainty, no amount will be owing on account of loss profits relating to the portion of the Services not performed or other profit opportunities.

9.2 TERMINATION FOR CAUSE

The Township may terminate this agreement for cause as follows:

- a) If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors because of its insolvency, or if a receiver is appointed because of its insolvency, the Township may, without prejudice to any other right or remedy the Township may have, terminate this agreement by giving the Contractor or receiver or trustee in bankruptcy written notice;
- b) If the Contractor is in breach of any term or condition of this agreement, and such breach is not remedied to the reasonable satisfaction of the Township within five (5) days after delivery of written notice from the Township to the Contractor, then the Township may, without prejudice to any other right or remedy the Township may have, terminate this agreement by giving the Contractor further written notice.

If the Township terminates this agreement as provided by this Section, then the Township may:

- c) Enter into contracts, as it in its sole discretion sees fit, with other persons to complete the Services;
- d) Withhold payment of any amount owing to the Contractor under this agreement for the performance of the Services;
- e) Set-off the total cost of completing the Services incurred by the Township against any amounts owing to the Contractor under this agreement, and at the completion of the Services pay to the Contractor any balance remaining, and
- f) If the total cost to complete the Services exceeds the amount owing to the Contractor, charge the Contractor the balance, which amount the Contractor will forthwith pay.

9.3 CURING DEFAULTS

If the Contractor is in default of any of its obligations under this agreement, then the Township may without terminating this agreement, upon five (5) days written notice to the Contractor, remedy the default and set-off all costs and expenses of such remedy against any amounts owing to the Contractor.

10.0 APPLICABLE LAWS, BUILDING CODES AND BY-LAWS

10.1 APPLICABLE LAWS

This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The Township and the Contractor accept the jurisdiction of the courts of British Columbia and agree that any action under this agreement be brought in such courts.

10.2 CODES AND BY-LAWS

The Contractor will provide the Services in full compliance with all applicable laws, building codes and regulations.

10.3 INTERPRETATION OF CODES

The Contractor will, as a qualified and experienced professional, interpret applicable codes, laws and regulations applicable to the performance of the Services. If an authority having jurisdiction imposes an interpretation which the Contractor could not reasonably have verified or foreseen prior to entering into this agreement, then the Township will pay the additional costs, if any, of making alterations so as to conform to the required interpretation.

10.4 BUSINESS LICENCE

The Contractor will at all times during the Term be in possession of a valid business license issued to it by the Township of Langley or a Fraser Valley Intermunicipal Business Licence naming the Township of Langley.

11.0 CONFIDENTIALITY AND DISCLOSURE OF INFORMATION

11.1 NO DISCLOSURE

Except as provided for by law or otherwise by this agreement, the Contractor will keep strictly confidential any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of the performance of the Services and this agreement, and will not, without the prior express written consent of the Township, publish, release, disclose or permit to be disclosed any such information to any person or corporation, either before, during or after termination of this agreement, except as reasonably required to complete the Services.

11.2 NON-USE

The Contractor agrees only to use the Confidential Information to perform its obligations under this agreement and shall not disclose the Confidential Information to third parties, except:

- a) employees, officers, agents, representatives, advisers or sub-Contractors (“Representatives”) who need to know such Confidential Information in connection with the performance of the Services and who have agreed to maintain the confidentiality of the Confidential Information;
- b) as may be required by applicable law, governmental regulation, court order or similar legal process or authority; or
- c) as may be specifically authorized in writing by the Township.

The Contractor will be liable for any breach of Confidential Information by its Representatives.

11.3 EXCLUSIONS

Confidential Information does not include information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by the Contractor or its Representatives in breach of this agreement);
- b) was available or known to the receiving party on a non-confidential basis prior to disclosure hereunder; or
- c) the Township agrees in writing is not confidential or may be disclosed.

11.4 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Contractor acknowledges that the Township is subject to the *Freedom of Information and Protection of Privacy Act* and agrees to any disclosure of information by the Township required by law.

11.5 RETURN OF PROPERTY

The Contractor agrees to return to the Township all of the Township’s property at the completion of this agreement, including any and all copies or originals of reports provided by the Township.

11.6 CONFLICT OF INTEREST

The Contractor and the Contractor’s employees:

- a. Shall conduct their duties related to this Contract with impartiality and shall, if they exercise discretionary authority over others in the course of those duties, disqualify themselves from dealing with anyone with whom a relationship between them could bring the impartiality of the Contractor or its employees into question;
- b. Shall not influence, seek to influence, or otherwise take part in a decision of the Township, knowing that the decision might further their private interests;
- c. Shall not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Contract, that causes, or would appear to cause, a conflict of interest, and;
- d. Shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Contract, and if such financial interest is acquired during the term of this Contract, the Contractor shall promptly declare it to the Township.

A breach of the conflict of interest clauses of this Contract constitutes grounds for termination of the Contract, should the Township deem such action appropriate.

12.0 USE OF WORK PRODUCT

The Contractor hereby sells, assigns and transfers to the Township the right, title and interest required for the Township to use and receive the benefit of all the reports, drawings, plans, designs, models, specifications, computer software, concepts, products, designs or processes or other such work product produced by or resulting from the Services rendered by the Contractor. This section does not give the Township the right to sell any such work product to any third party and the Township may sell the work product only with the prior approval of the Contractor. The Contractor may retain copies of the work product.

Software and other materials developed or otherwise obtained by or for Contractor independently of this Contract (the ***Pre-Existing Materials***) do not constitute Work Product.

If Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Products, but other elements do not.

Nothing in this clause 11 will be construed to interfere with Contractor's ownership of Pre-Existing Materials.

13.0 DISPUTE RESOLUTION

13.1 DISPUTE RESOLUTION PROCEDURES

The parties will make reasonable efforts to resolve any dispute, claim, or controversy arising out of this agreement or related to this agreement ("Dispute") using the dispute resolution procedures set out in this section 12.

Negotiation

The parties will make reasonable efforts to resolve any Dispute by amicable negotiations and will provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate negotiations.

Mediation

If all or any portion of a Dispute cannot be resolved by good faith negotiations within thirty (30) days, either party may by notice to the other party refer the matter to mediation. Within seven (7) days of delivery of the notice, the parties will mutually appoint a mediator. If the parties fail to agree on the appointment of the mediator, then either party may apply to the British Columbia International Commercial Arbitration Centre for appointment of a mediator.

The parties will continue to negotiate in good faith to resolve the Dispute with the assistance of the mediator. The place of mediation will be Township, British Columbia. Each party will equally bear the costs of the mediator and other out-of-pocket costs, and each party will bear its own costs of participating in the mediation.

Litigation

If within ninety (90) days of the request for mediation the Dispute is not settled, or if the mediator advises that there is no reasonable possibility of the parties reaching a negotiated resolution, then either party may without further notice commence litigation.

14.0 JURISDICTION

Nothing in this agreement limits or abrogates, or will be deemed to limit or abrogate, the jurisdiction of the Council of the Township in the exercise of its powers, rights or obligations under any public or private statute, regulation or by-law or other enactment.

15.0 WORKERS' COMPENSATION BOARD AND OCCUPATIONAL HEALTH AND SAFETY

15.1 WORKERS' COMPENSATION BOARD COVERAGE

The Contractor will, at its own expense, procure and carry full Workers' Compensation Board coverage for itself and all workers, employees, servants and others engaged in the supply of the Services. The Township has the unfettered right to set off the amount of the unpaid premiums and assessments for the Workers' Compensation Board coverage against any monies owing by the Township to the Contractor. The Township will have the right to withhold payment under this agreement until the Workers' Compensation Board premiums, assessments or penalties in respect of the Services have been paid in full.

15.2 REGISTRATION NUMBER AND LETTER

The Contractor will provide the Township with the Contractor's Workers' Compensation Board registration number and a letter from the Workers' Compensation Board confirming that the Contractor is registered in good standing with the Workers' Compensation Board.

15.3 UNPAID WORKERS' COMPENSATION BOARD INDEMNITY

Without limiting the generality of any other indemnities granted by the Contractor in this agreement, the Contractor will indemnify and save harmless the Indemnities from and against all claims, demands, causes of action, suits, losses, damages, costs, liabilities, expenses, judgments, penalties and proceedings (including all actual legal costs) which any of the Indemnities incur, suffer or are put to arising out of or in any way related to unpaid Workers' Compensation Board assessments owing from any person or corporation engaged in the performance of this agreement or arising out of or in any way related to the failure to observe safety rules, regulations and practices of the Workers' Compensation Board, including penalties levied by the Workers' Compensation Board.

15.4 COMPLIANCE WITH HEALTH AND SAFETY LAWS

The Contractor will ensure compliance with and conform to all health and safety laws, by-laws or regulations of the Province of British Columbia, including without limitation the *Workers Compensation Act* and Regulations pursuant thereto.

16. VACCINATION REQUIREMENTS

From and after January 14, 2022, if the Work requires any attendance at premises occupied or controlled by the Owner (a "Township Premises") the Contractor will require that all of its personnel who will attend the Township Premises, including all employees, Subcontractors, consultants or other members of Contractor's team, (collectively the "On-Site Personnel") are fully vaccinated in accordance with the then-applicable

recommendations or requirements of the Provincial Health Officer for the Province of BC and, as applicable, any federal government vaccine requirement (collectively the "Vaccine Requirement"), and accordingly:

- a) prior to permitting or instructing any On-Site Personnel to attend at a Township Premises, review each such On-Site Personnel's vaccine card or other such official documentation, confirming compliance with the Vaccination Requirement, and retain a record of such review; and
- b) make such review records available to the Owner on request from time to time from the Owner.

From and after January 14, 2022, the Contractor will not permit access to the Township Premises to any On-Site Personnel for whom the Contractor has not confirmed compliance with the Vaccine Requirement.

The Contractor will be responsible for all co-ordination and costs associated with compliance with these vaccination requirements.

The Contractor shall not be entitled to any additional costs or extensions of time caused or incurred as a result of compliance with these vaccination requirements.

17.0 GENERAL

17.1 ENTIRE AGREEMENT

This agreement, including the Appendices and any other documents expressly referred to in this agreement as being a part of this agreement, contains the entire agreement of the parties regarding the provision of the Services and no understandings or agreements, oral or otherwise, exist between the parties except as expressly set out in this agreement. This agreement supersedes and cancels all previous agreements between the parties relating to the provision of the Services.

17.2 AMENDMENT

This agreement may be amended only by agreement in writing signed by both parties.

17.3 SURVIVAL OF OBLIGATIONS

All of the Contractor's obligations to perform the Services in a professional and proper manner will survive the termination or completion of this agreement.

17.4 CUMULATIVE REMEDIES

The Township's remedies under this agreement are cumulative and in addition to any right or remedy which may be available to the Township at law or in equity.

17.5 NOTICES

Any notice, report or other document that either party may be required or may wish to give to the other must be in writing unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if delivered personally, on the date of such personal delivery, if delivered by facsimile, on transmissions, or delivered by email, or if by mail, five (5) calendar days after posting. The addresses for delivery will be as follows:

The Township: 20338 65 Avenue, Langley, BC V2Y 3J1
Attention: TBA
Email: TBA

The Contractor: TBA
Attention: TBA
Email: TBA

17.6 UNENFORCEABILITY

If any provision of this agreement is invalid or unenforceable, it will be severed from the agreement and will not affect the enforceability or validity of the remaining provisions of the agreement.

17.7 HEADINGS

The headings in this agreement are inserted for convenience of reference only and will not form part of nor affect the interpretation of this agreement.

17.8 SINGULAR, PLURAL AND GENDER

Wherever the singular, plural, masculine, feminine or neuter is used throughout this agreement the same will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.

17.9 WAIVER

No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

EXECUTED THIS _____ day of _____ 2022 at Langley in the Province of British Columbia.

TOWNSHIP OF LANGLEY

[PROPONENT AUTHORIZED SIGNATURE]

Per: _____
Township Clerk or Deputy Township Clerk

Legal Name of Proponent

Authorized Signatory (Signature)

Name of Signing Officer (Print)

Address (city, province, postal code)

Contact Telephone Number

Contact Fax Number

Email address (if any)



22-002 RFSO - HIRED EQUIPMENT SERVICES

Opening Date: January 26, 2022 2:30 PM

Closing Date: February 28, 2022 2:00 PM

Electronic Bid Package

IMPORTANT INFORMATION:

Each Bidder shall submit their Bid electronically by **completing all Schedules, tables and fields** in the online Bidding System. In the Township's sole discretion, any Bid submitted stating "see attached" where their submission must be **completed online** may be disqualified and rejected on the basis of being incomplete. The Township may allow for documents such as résumés or other documentation to be uploaded in the **Documents Step** in the System but these will be identified.

Note: the Schedules provided are **subject to change/addition/deletion** by Addendum(s) issued by the Township. Following the issuance of each Addendum, such changes may be reflected in the electronic Schedules to be completed. It is the Bidder's responsibility to review all Addenda and ensure that the Bid is submitted based on the current requirements.

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank.

Backhoe (w/ Hoe Pacs preferred)

Each type of equipment available for hire should be listed on these forms. All rates are to be exclusive of tax.

We will not be submitting for Backhoe (w/ Hoe Pacs preferred)

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time	Attachment Rates / Notes

Excavator

We will not be submitting for Excavator

Make	Model	Year	Serial / VIN	REG Hourly Rate	OT Hourly Rate	OT Daily Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time	Attachment Rates / Notes

Grader / Bulldozer

We will not be submitting for Grader / Bulldozer

Make	Model	Year	Serial / VIN	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Roller

We will not be submitting for Roller

Make	Model	Year	Serial / VIN	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Tandem Axle Dump Truck

We will not be submitting for Tandem Axle Dump Truck

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Tandem Axle Dump Truck with Transfer Box

We will not be submitting for Tandem Axle Dump Truck with Transfer Box

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Tridem

We will not be submitting for Tridem

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Pup Trailer

We will not be submitting for Pup Trailer

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Trailer Equipment

We will not be submitting for Trailer Equipment

Make	Model	Year	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Mobile Crane

We will not be submitting for Mobile Crane

Make	Model	Year	Length (ft)	Capacity	License Plate #	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time

Combo Truck with Operator

Combo Truck or combination jet/vacuum truck is a truck that has a sewer jetter, pressure washer, boom, pump, water tank, and debris tank. These trucks are the most versatile and are used at the Township to flush sanitary and storm mains, clean catch basins, hydro excavate, assist cleaning wet wells, bypass lift stations, cleaning air valve and blow chambers, flushing services, etc.

Debris/spoil/liquid collected from catch basins, rock pits, pipes, manholes, etc will not be permitted at Township owned dump sites. Combo/Hydro vac/Flusher/Vacuum truck operators will be required to provide offsite dumping. Only uncontaminated soil from hydro excavation works, as determined by the Township, will be permitted at Township owned dump sites.

We will not be submitting for Combo Truck with Operator

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Combo Truck with Operator and Swamper

We will not be submitting for Combo Truck with Operator and Swamper

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Hydro Vac with Operator

Hydro-Vac or hydro excavation truck is a truck with a pressure washer, boom, pump, water tank, and debris tank. Used at the Township to hydro excavate.

Debris/spoil/liquid collected from catch basins, rock pits, pipes, manholes, etc will not be permitted at Township owned dump sites. Combo/Hydro vac/Flusher/Vacuum truck operators will be required to provide offsite dumping. Only uncontaminated soil from hydro excavation works, as determined by the Township, will be permitted at Township owned dump sites.

We will not be submitting for Hydro Vac with Operator

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Hydro Vac with Operator and Swamper

We will not be submitting for Hydro Vac with Operator and Swamper

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Flusher Truck with Operator

Flusher Truck or jetter truck is a truck that has a sewer jetter and water tank. Not typically called out but would be used to flush sanitary and sewer mains.

Debris/spoil/liquid collected from catch basins, rock pits, pipes, manholes, etc will not be permitted at Township owned dump sites. Combo/Hydro vac/Flusher/Vacuum truck operators will be required to provide offsite dumping. Only uncontaminated soil from hydro excavation works, as determined by the Township, will be permitted at Township owned dump sites.

We will not be submitting for Flusher Truck with Operator

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Flusher Truck with Operator and Swamper

We will not be submitting for Flusher Truck with Operator and Swamper

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Vacuum Truck with Operator

Vacuum Truck or vacuum tanker is a truck that has a pump and debris tank. Used at the Township to assist cleaning wet wells, bypass lift stations, and empty septic tanks.

Debris/spoil/liquid collected from catch basins, rock pits, pipes, manholes, etc will not be permitted at Township owned dump sites. Combo/Hydro vac/Flusher/Vacuum truck operators will be required to provide offsite dumping. Only uncontaminated soil from hydro excavation works, as determined by the Township, will be permitted at Township owned dump sites.

We will not be submitting for Vacuum Truck with Operator

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Vacuum Truck with Operator and Swamper

We will not be submitting for Vacuum Truck with Operator and Swamper

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time	Off Site Dump Fee (include travel time)

Mobile Sewer Video Inspection Equipment

We will not be submitting for Mobile Sewer Video Inspection Equipment

Make	Model	Year	License Plate #	Unit #	REG Hourly Rate	OT Hourly Rate	Call Out - 2 Hour Minimum	Lead Time

Miscellaneous Equipment

We will not be submitting for Miscellaneous Equipment

Type	Make	Model	Year	Serial / VIN	License Plate #	Registration # / Standard	REG Hourly Rate	OT Hourly Rate	Move Rate	Call Out - 2 Hour Minimum	Lead Time	Attachment Rates

Bid Questions

Enter Full Legal Name (and DBA Name, if applicable):

WorkSafe BC Account Number:

Are you an independent operator?

Have you worked for the Township previously?

GST Registration Number:

Response time for emergency call outs from the time the call is received?

Comparable Work Experience

Provide details on the last three (3) projects similar in nature and value.

Work Description	Contracted By	Contact	Telephone Number

Employee Work Experience

Employees must have a minimum 'A Level Certification' for Backhoe and Excavator equipment.

Employee Name	Position	Years Experience	Certifications / Licences

Key Contacts

The contact numbers provided in this area will be the regular and after hours contact numbers.

First and Last Name *	Cell No. *	Phone No. *	Email *	Regular Office Hours *	After Hours *

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Submission may be rejected.

- Township of Langley or Intermunicipal Business Licence * (mandatory)
- Commercial General Liability Insurance * (mandatory)
- Vehicles Insurances Coverage for all vehicles * (mandatory)
- Vehicles Inspection Reports for all vehicles * (mandatory)
- Other (optional)
- Additional Document (optional)

Addenda, Terms and Conditions

1.To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid document but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2.This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3.The Contractor will not provide any Services to any person in circumstances which, in the Township's reasonable opinion could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Township under this contract.

4.I hereby confirm my full understanding of the registration requirements and I am authorized to sign this Registration. I agree to comply with all the requirements as specified. I also understand that failure to comply with any of these requirements may result in suspension and that repeat non-compliance may result in termination of my services.

5.I hereby confirm my full understanding of the safety requirements. I agree to comply with all requirements as specified. I understand that failure to comply with any of these requirements will void my registration until the deficiency is corrected and that repeat non-compliance may result in suspension or termination of my services.

6.All rates submitted are for a 2 year term from April 1, 2022 to March 31, 2024.

I/WE agree to be bound by the terms and conditions and have authority to submit this bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		