

INVITATION TO TENDER
BACKHOE RENTAL

TENDER NO. OBPW 01-2021

CLOSING DATE: FEBRUARY 11, 2021
CLOSING TIME: 2:00 PM



THE CORPORATION OF THE DISTRICT OF OAK BAY

2167 OAK BAY AVENUE
VICTORIA BC V8R 1G2
(250) 598-3311

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ADDENDA MAY BE ISSUED DURING TENDERING PERIOD.	

THE CORPORATION OF THE DISTRICT OF OAK BAY

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INVITATION TO TENDER

The Corporation of the District of Oak Bay invites tenders for the backhoe rental services. Bidders are required to submit a PDF copy of the documents required electronically to the email address purchasing@oakbay.ca prior to the **closing time of 2:00pm local time on Thursday February 11, 2021**. The documents required to be submitted are pages 18 to 21, inclusive, of this Invitation to Tender.

There will not be a public opening for this Invitation to Tender.

NOTE: Bids will be accepted in electronic format only.

The Work comprises of providing on an on-call basis a rubber tired backhoe with 4 & 1 front loading bucket and operator for all of the District's requirements for which the equipment is capable of performing.

It is the responsibility of the Bidder to ensure he has received any and all Addenda to these Contract Documents.

Tenders must be made on the Tender Form provided. The lowest or any tender will not necessarily be accepted.

INSTRUCTIONS TO BIDDERS

1. Definitions

For the purposes of tendering on this project the following definitions shall apply:

"Work" means the furnishing of all labour, materials and equipment to perform the services as set out in the Contract Documents.

"Contract" means this agreement and includes, without limitation, all the references in the contract documents.

"Contractor" means the individual, partnership, sole proprietorship or Corporation executing the agreement.

"Contract Documents" includes the following documents:

Invitation to Tender

Instructions to Bidders

Tender Form

Tender Form Annexes, which include:

- Undertaking of Liability Insurance

- Statement of Qualifications and Competency

General Conditions

Specifications

Addenda which may be issued during Tendering period

Wherever the word "District" appears in these contract documents it shall be taken to mean The Corporation of the District of Oak Bay.

2. Submission of Tender

Tender submissions will be received electronically for "Oak Bay Backhoe Rental Tender OBPW-01-2021" by the District of Oak Bay to 2:00:00 pm local time on February 11, 2021. Submit a PDF copy of your bid in accordance with the instructions contained herein, to the following specific email address:

purchasing@oakbay.ca

The maximum file size accepted will be 20MB. It is the responsibility of the proponent to ensure the email submitted is within the maximum file size limit. Zip files will be accepted.

Delays caused by any computer related issues will not be grounds for an extension of the Closing Time. Proposals received electronically at the email address above with a time stamp after the Closing Time will be returned unopened to the Proponent. It is recommended that the Proponent request an email from purchasing@oakbay.ca to verify

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that their proposal has been received. There will not be a public opening for this Invitation to Tender.

Original copies of any Bid/Performance/L&M bonds must be submitted in within 48 hours of request from Oak Bay. Originals must exactly match any PDF submitted or submission/bid will be disqualified.

All tenders must be submitted on the Tender Form attached hereto. It is mandatory that authorized officers of the company sign the Tender Form being submitted.

Tenders received and not conforming to the aforementioned will be returned to bidder(s) without consideration.

3. Enclosure Required with Submission of Tender Form

- Qualification Statements – form provided in tender documents

4. Subsequent Submissions - Required by Successful Bidder **only**, prior to commencement of any works:

- Undertaking of Liability Insurance - form provided in tender documents
- Evidence of WCB registration (copy of Employer's Remittance Form is considered sufficient evidence, unless otherwise specified by the Deputy Director of Financial Services)
- Copy of Municipal/Inter-Municipal Business Licence (available through the District's Building and Planning department).
- Banker's Irrevocable Letter of Credit / Guarantee or Performance (Surety) Bond in the value of TEN THOUSAND DOLLARS (\$10,000.00). The instrument will be drawn on by the District in lieu of damages if, through frequent breakdowns, incompetent operators, unsatisfactory equipment, inability to supply equipment or any reason the Superintendent of Public Works, at his sole discretion, finds it necessary to terminate the contract without in any manner whatsoever restricting the District's right to bring action against the Contractor.

5. Enquiries

All enquiries regarding this tender must be directed to David Brozuk, Superintendent of Public Works via email at purchasing@oakbay.ca.

Should any Bidder require clarification of any provisions contained in either the General Conditions or Specifications sections of these Contract Documents or find any inconsistencies, errors or omissions therein, a query must be submitted, in writing, not later than five (5) full business days prior to close of Tender.

The District may issue additions, deletions, interpretations, or any other corrections to the Contract Documents as written Addenda by registered mail to all parties registered by the

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District. The District shall not be responsible for any instructions or information given to the Bidders by means of oral communication. Bidders are responsible for ascertaining the existence and contents of any Addenda issued by the District.

6. Withdrawal or Qualifying of Tenders

A bidder who has already submitted a tender may submit a further tender at any time up to the official closing time. The last tender received shall supersede and invalidate all tenders previously submitted by that bidder for this Contract. A bidder may withdraw or qualify his tender at any time up to but not after the official closing time by submitting an email, executed as in his tender to: purchasing@oakbay.ca.

GENERAL CONDITIONS

Term of Contract

The Term of this Contract shall be from February 28, 2021 to January 31, 2022.

The District reserves the right, at their sole discretion, to extend this tender for an additional two (2) x one (1) year periods upon a satisfactory agreement being reached with the current supplier up to 30 days prior to the conclusion of the term of this tender.

Intent of Contract

All the documents included in this contract, which are more particularly outlined in the Instructions to Bidders, are intended to be complementary and what is called for by one shall be deemed to be called for by all. In addition, any and all definitions, terms, conditions and requirements contained within the Contract Documents are, unless otherwise specifically stated, intended to be for the sole benefit of the District and any conflict which may exist between the various definitions, terms, conditions, and requirements shall be resolved in favour of the District unless otherwise directed, in writing, by the Superintendent of Public Works.

Assignment of Contract

This contract shall not be sold or assigned without the prior written consent of the District, and neither the whole nor any part of the Work may be subcontracted by the Contractor without the prior written consent of the District, which consent may be withheld.

Termination of Contract

The District upon the occurrence of any of the following may terminate this Contract:

- a) Where the Contractor, despite a second written notice thereof, persists in rendering services unacceptable to the District, or fails to abide by the terms and conditions of this Contract; or
- b) Where the contractor becomes insolvent, is declared bankrupt, or commits an act of bankruptcy.

The Contractor will be given reasonable notice addressed to him at his last address. The District may terminate a contract effective the day put forth in the notice.

Non-compliance or Default by Contractor

If the Contractor fails to comply with a direction or decision of the Superintendent of Public Works properly given, or is in default in any other manner under the Contract, the Superintendent of Public Works may do such things and incur such costs as he deems

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necessary to correct the Contractor's default, and the Contractor shall promptly reimburse the District any costs so incurred.

Indemnification

In carrying out these works the Contractor bears the sole risk and responsibility for all costs and liability in any way connected with or arising out of the performance of services under this Contract, and shall indemnify and save harmless the District, its officers and employees from and against all claims, losses, costs, damages, suits, proceedings or actions arising out of or related to the Contractor's activities in executing the Work, including his omissions, improper acts or delays in executing the Work.

Insurance

For the duration of this Contract, including any renewal thereof, the Contractor shall provide, maintain and pay for the following insurance which shall be placed with such insurance company or companies and in such form as may be acceptable to the District:

- a) Comprehensive General Liability Insurance protecting the Corporation, the Contractor, his subcontractors, and their respective servants, agents or employees against damages arising from personal injury (including death) and from claims for property damage which may arise directly or indirectly out of the operations of the Contractor, his subcontractors, servants, agents or employees under this Contract. Such insurance shall be for an adequate amount acceptable to the District and shall in any event be not less than three million dollars (\$3,000,000) inclusive, any one occurrence, and shall include a standard form of cross liability clause.

Evidence of insurance in such form as may be required shall be lodged with the District before the work is commenced.

- b) Liability Insurance in an amount not less than three million dollars (\$3,000,000) with the Insurance Corporation of British Columbia on any licensed motor vehicle.

Workers' Compensation

The Contractor shall ensure that all work under this Contract is carried out in conformity with the *Workers Compensation Act*, R.S.B.C. 1996 (or latest version), c492, and all regulations thereunder, with regard to payment of assessments, employee coverage and benefits and safety regulations.

The Contractor shall comply with all requirements of the District's Occupational Health and Safety policies and procedures when working on municipal premises or at any location in, around or near municipal employees.

GENERAL CONDITIONS (CON'T)

Workers' Compensation – cont'd

Concurrent with the execution of this Contract, the Contractor must submit:

- (a) detailed information describing its Occupational Health and Safety Program;
- (b) the name and telephone number of the person responsible for administering its Occupational Health and Safety Program;
- (c) where applicable, an inventory of all WHMIS controlled products to be used in or stored at the contract site; and
- (d) where applicable, a copy of the current Material Safety Data Sheet (MSDS) for each controlled product that it intends to use, together with written evidence that its employees or subcontractors have received appropriate WHMIS training in the use, storage and clean up of the controlled product(s).

Safety

All equipment/materials delivered and services provided must be in accordance with Occupational Health and Safety Legislation and the District's Safety Policies.

Permits and Bylaws

The Contractor shall comply with all laws and regulations relating to the Work, whether Federal, Provincial or Municipal and shall pay for all permits, licenses, and certificates required in respect of the Work.

No-Payment Provisions

No payment will be made due to equipment downtime resulting from mechanical failure.

The equipment must be delivered to the job site in fully operational condition with a competent and qualified operator. If, in the opinion of the Public Works Superintendent, or his representative, the equipment or operator is for any reason not satisfactory the equipment will be returned to the Contractor. No payment will be made for equipment returned for the aforementioned reasons.

The necessity to return equipment to the same Contractor on two occasions during the term of this Contract will result in, in all future cases, the District billing the Contractor for salaries and fringe benefits for the waiting time of the Public Works crew. The time shall be calculated from the time that the equipment operator is told to leave the job site until a replacement machine/operator arrives at the site ready for work.

GENERAL CONDITIONS (CON'T)

Release of Contractor's Equipment

Should District owned equipment become available to do the Work of this Contract, the Contractor's equipment may be released. The contractor will be given as much notice of release as is possible.

Payroll Records

The Contractor shall co-operate with the District in submitting employee payroll records when employed on any Federal/Provincial Works Programme.

Superintendent of Public Work's Rights

The Superintendent of Public Works shall have, without limitation, the rights in his sole opinion to decide whether any part of the Work has been done as required by the Contract.

Payment

Payment will be for the time equipment arrives at the job and cease immediately when the unit is released. No travel time will be allowed.

Equipment will be paid a minimum of two hours per call out (not per job site).

The Contractor shall submit invoices dated the last day of the month for services rendered during said month.

The Superintendent of Public Works shall approve invoices, and payment made within 30 days of receipt of invoice.

The Superintendent of Public Works may decrease the amount of the monthly payment when, in his opinion the Contractor has failed to execute any part of the work in accordance with the terms of the contract. No decrease in payment will be made without notification in writing to the Contractor, which notification shall state the reasons for any reduction.

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GENERAL CONDITIONS (CON'T)

General

Notwithstanding any custom or trade practise to the contrary, the District reserves the full right to, in its' sole discretion, and according to its' own judgement of its' best interest:

- a) Reject any and all bids;
- b) Waive any technical or formal defect in a bid and accept that bid; and
- c) Award the contract to other than the low bidder.

Except as expressly and specifically permitted in this tender, no tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each tenderer shall be deemed to have agreed that it has no claim.

No bidder may withdraw his tender within 45 days after the actual date of opening.

SPECIFICATIONS

Description

The Work of this Contract consists of the furnishing of equipment, materials and labour, on an on call basis, as requested for by the District and described within these Contract Documents. The Contractor agrees to ensure that all of the District's requirements with respect to equipment described on the Tender Form.

The Work shall be done in accordance with these Specifications and the General Conditions using the best techniques of the trade.

Equipment General

The Contractor shall be responsible for all fuels, oils, service, repairs, maintenance, operators and delivery to and from the job site.

Equipment shall be on the job site and ready to work at the time specified in the order. The District reserves the right to deduct from the Contractor's account expenses for labour and equipment made idle as a result of the Contractor's failure to comply with commitments.

All Equipment shall be in good and safe mechanical condition in every respect.

Equipment Requirements

It is not possible to forecast requirements, but the successful Contractor(s) must agree to have 2 of the above described backhoes available on 2 hours notice.

The backhoe must be provided with a 4 and 1 front loading bucket, and 4-wheel drive.

It is not anticipated that the needs of the District will exceed the figures shown, but should this occur the contractor(s) must provide the equipment required at the price shown on the Tender Form. If the Contractor is unable to provide additional equipment the District reserves the right to rent from an outside agency.

Equipment Operator

While working for the District, operators and their equipment are perceived to be acting as representatives of the District of Oak Bay. It is imperative that this perception is held to a high standard. Any complaint, written or verbal, concerning the conduct of any operator may result in the termination of the contract. Repeated complaints will result in the termination of the contract.

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SPECIFICATIONS (CON'T)

Dispatching

All requests for equipment will be made by the Public Works Dispatcher at Elgin Road - Public Works Yard.

The Contractor(s) shall maintain an active dispatch system during normal working hours.

Operations

Drivers and operators must remain with their equipment at all times.

All drivers, equipment operators and any other personnel working under this agreement must conform in every respect to Workers' Compensation Board requirements and, when leaving vehicle/equipment, must wear a safety hat, safety footwear and safety vest.

Upon release, or at the end of each workday, the Contractor must provide the Municipal Foreman with an equipment rental slip showing date, job and hours worked. This slip shall be signed and retained by the Municipal Foreman.

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CONTRACT AGREEMENT

THIS AGREEMENT made in duplicate this ____ day of _____ in the year 2021 by and between:

THE CORPORATION OF THE DISTRICT OF OAK BAY

herein (and in other Contract Documents) called the "DISTRICT"

AND

herein (and in other Contract Documents) called the "CONTRACTOR"

WITNESSETH:

That the District and Contractor mutually covenant and agree as follows:

A. THE WORK

The Contractor shall:

- 1 perform the Work and provide the necessary equipment and operator personnel required by the Contract Documents for backhoe rental services required by the District, and
- 2 do and fulfil everything indicated by this Agreement to ensure appropriate backhoe services are provided for the requirements of the District, and
- 3 commence the Work as required from February 14, 2021 and complete the Work on January 31, 2022.

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CONTRACT AGREEMENT (CON'T)

B. CONTRACT DOCUMENTS

The Contract Documents referred to in Section A of this Agreement, shall consist of the following:

1. Instructions to Bidders
2. General Conditions
3. Specifications
4. Contract Agreement
5. Tender Form
6. Addenda which may be issued during the tendering period

C. CONTRACT PRICE

Rubber tired backhoe truck with 4 & 1 front loading bucket C/W operator (Case 580K or equal)

\$_____ per hour (amount excludes applicable taxes)

Make and model _____

D. PAYMENT

Subject to applicable legislation and the provisions of the Contract Documents, the District shall make monthly payments in Canadian funds to the Contractor on account based on the Contract Price.

E. RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the addressee on the date of delivery if delivered by hand to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post or by telegram, to have been delivered within five (5) working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed as follows:

The District at: 2167 Oak Bay Avenue
Victoria, BC V8R 1G2

The Contractor at: _____

CONTRACT AGREEMENT (CON'T)

F. SUCCESSION

The General Conditions of the Stipulated Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

G. GIFTS AND OTHER PERSONAL BENEFITS

- The contractor shall not offer or provide any gifts or personal benefit to any elected official, board or commission member, employee, officer or manager of the District; and
- Except as disclosed in writing by the contractor prior to the execution of this contract, no elected official, board or commission member, employee, officer or manager of the District
 - 1) Has any direct or indirect interest in the contracting party by way of partnership or beneficial ownership of more than 10% of the voting rights attached to all outstanding voting securities of the contracting party; or
 - 2) Has or is entitled to have any interest in this contract or any benefit arising therefrom.

And the contracting party further covenants and agrees that the above provision is a fundamental condition of this contract, and any breach thereof shall entitle the District, at its sole discretion, to terminate this contract whereupon:

- 3) The contractor shall reimburse the District for any loss which it sustains as a result of the termination; and
- 4) The contractor shall waive and be deemed to have waived any right or recourse or claim for compensation against the District thereby arising.

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CONTRACT AGREEMENT CON'T

SIGNED BY

THE DISTRICT

THE CORPORATION OF THE DISTRICT OF OAK BAY
2167 OAK BAY AVENUE, VICTORIA BC CANADA

Mayor _____

Director of Corporate Services

THE CONTRACTOR

COMPANY NAME _____

ADDRESS _____

(SEAL)

SIGNATURE _____

NAME AND TITLE _____

SIGNATURE _____

NAME AND TITLE _____

SIGNATURE _____

NAME AND TITLE _____

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UNDERTAKING OF LIABILITY INSURANCE

(to be submitted upon acceptance of Tender)

We, the undersigned (Insert Insurance Company's name)

do hereby undertake and agree to cover the Contractor (Insert Bidder's name)

Comprehensive Liability Insurance in the amount of THREE MILLION DOLLARS (\$3,000,000), as more particularly outlined in the General Conditions of the Contract Documents, and to:

- 1) Name the District as an additional insured,
- 2) Include a Cross Liability Clause OR state that such policy applies to each insured in the same manner and to the same extent as if a separate policy had been issued to each insured,
- 3) State that such policy cannot be materially changed without at least THIRTY (30) DAYS written notice to the District, delivered to the Deputy Director of Financial Services at 2167 Oak Bay Avenue, Victoria, British Columbia, and
- 4) Provide immediate notification if insurance policy lapses.

The coverage provided by such insurance shall protect the Contractor and the District during the carrying out of the Works specified in the attached Contract Documents.

Dated at _____, British Columbia, this _____ day of _____, 2021.

Sincerely,

(To be signed by Insurance company's
authorized representative)

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TENDER FORM

The undersigned Bidder having carefully read, examined and understood the Instructions to Bidders, General Conditions, Specifications, Contract Agreement, Tender Form, and any Addenda, hereby agrees to the same and having carefully examined the locality and the site of the works, and having full knowledge of the work required and of the material to be furnished and used, does hereby tender and offer to enter into a Contract to perform and complete the whole of the said works and provide all necessary labour, equipment, tools and materials, as set forth and in strict accordance with the Specifications and other Contract Documents to do all therein called for on the terms and conditions and under the provision therein set forth in the total sum of and at the price specified below.

RUBBER TIRED BACKHOE TRUCK WITH 4&1 FRONT
LOADING BUCKET C/W OPERATOR (Case 580K or equal) \$_____ per hour

G.S.T. / P.S.T. / all applicable taxes \$_____

TOTAL BACKHOE SERVICES RENTAL \$_____ per hour

(price covers 24 hours per day 7
days per week)

MAKE AND MODEL _____

The price tendered hereby includes and covers the cost of labour, supplies, materials, equipment, overhead, taxes and all other charges incidental to completion of the Works under this Contract.

The undersigned Bidder hereby agrees that the price tendered shall be in effect and valid for the term set out in the General Conditions of this Contract.

The Bidder further understands and agrees that the District is not bound to accept the lowest or any tender it may receive, and that the Bidder has no rights or claims against the District in any way whatsoever in the event that this Tender is not accepted and/or no Contract entered into.

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TENDER FORM (CON'T)

The undersigned Bidder hereby agrees that once the tenders for this Contract have been opened, this Tender and the offer constituted hereby shall not be revoked before either acceptance thereof by the District, or the expiration of forty-five (45) days after the opening of Tenders for this Contract, whichever shall first occur.

SUBMITTED BY:
(Business name /
Address /
Phone number)

DATED THIS _____ DAY OF _____, 2021.

Authorized Signature(s)

Name (printed)

Title

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QUALIFICATION STATEMENTS

(To be completed and submitted with Tender Form)

1. Is the Bidder a subsidiary or an affiliate of another Company? YES NO

If yes, please specify name and address of parent or affiliate

If yes, name of legal entity responsible for bid

2. Open during normal (8:30 - 4:30) business hours? YES NO

If No, specify hours

3. Is there a contact person for after-hours YES NO

If Yes,

Name

Telephone

4. W.C.B. Registration Number

5. Bidding organization's 'years of experience' in backhoe rentals? _____

QUALIFICATION STATEMENTS

6. Financial Reference: _____
Institution's Name: _____
Address _____
Contact Name _____
Phone No. _____

7. References for backhoe rental services:

Organization _____
Address _____
Contact _____
Telephone _____

Organization _____
Address _____
Contact _____
Telephone _____

Organization _____
Address _____
Contact _____
Telephone _____