



THE CORPORATION OF THE CITY OF NIAGARA FALLS

REQUEST FOR QUOTATION - SERVICES

RFQ27-2021

GENERAL EQUIPMENT RENTALS

Contract Period: One (1) Year Contract (June. 1, 2021 – May 31, 2022) with Two (2), One (1) Year Optional Extension Renewal Periods

EQUIPMENT & WORK SPECIFICATIONS

1. SCOPE

From time to time, the City of Niagara Falls may rent various types of equipment to carry out work within the City limits. This specification comprises general requirements, conditions for rental of the above said equipment to the City and work specifications.

2. DURATION OF QUOTATION

The Quotation and rates offered shall be firm and valid from **June 1, 2021 until May 31, 2022 with two (2), one (1) year optional extension periods**. Such extensions shall be exercised at the sole discretion of The Corporation of the City of Niagara Falls.

3. EQUIPMENT

- a) The machinery offered for rental shall be maintained in good working condition and complies with all regulations in force at any time for such equipment.
- b) The owner shall identify all equipment by make, model, year and struck capacity of bucket and body box as applicable. Equipment which is inferior to the M.T.O. ratings or poorly operated shall be taken off the site if so directed by the Supervisor. The rejected equipment shall be removed immediately by the owner at the owner's expense.
- c) **Other equipment** not listed on the attached Appendix A: Form of Quotation may be listed by the Bidder for consideration by The Corporation of the City of Niagara Falls. It is to be understood that the same conditions, terms and all other requirements shall apply to any additional or alternate equipment offered by the Bidder. The Corporation of the City of Niagara Falls reserves the right to select any equipment from any Quotation submitted for purposes that are in the best interest of and for the best value for the Corporation.

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4. BREAKDOWN

Should equipment, which is rented break down during rental period, the owner shall remove such defective equipment unless it will be back in operation the following morning. However, the owner may substitute with equivalent or better equipment, for which owner will receive the rate owner has quoted for the equipment hired initially. Otherwise the City will, at its discretion, be free to hire other equipment. In any case of breakdown, the owner shall make repairs in a location which does not interfere with public traffic or other work on the site.

5. QUOTATIONS

- a) All rates offered must be stated on the Appendix A: Form of Quotation form(s) included in this Request for Quotation document.
- b) The rates offered by the bidder shall include insurance, maintenance, repairs, fuel, oil, operator, profit, overtime, any expenses whatsoever the owner may expect to keep equipment operational. No other rates or additional rates will be considered or accepted by the City.
- c) Bids submitted and accepted by the City shall be binding upon the bidder until May 31, 2022 and if extended at the discretion of the City for the option years (but not necessarily) to May 31, 2023 and to May 31, 2024.

6. SELECTION

- a) The City will select equipment quoted on the basis of rates and the required power and capacity for the intended work. Power rating will be based on drawbar horsepower as listed by the Ministry of Transportation. For equipment not identified by year, the lowest DBHP for model will be assumed.
- b) Some equipment will be rented on the basis of struck capacity converted to hourly rate per cubic yard if applicable and/or maneuverability and mobility, for specific work required.
- c) Equipment requiring a float for transportation will be rented on the basis of the cost of float distributed over the period of the work anticipated. Equipment with equal characteristics will be called upon in ascending order of rates.
- d) The RFQ is subject to approval by the Ministry of Transport of Ontario and the City is free to accept or reject any or all bids for any of the above equipment.

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7. WORK

- a) Work to be paid will be actual working hours as certified on the site exclusive of any time for transport, repair or stand still because of adverse weather conditions or delay of up to two consecutive days, when work could be performed. The City, through its supervisory personnel, has the right to cancel the use of any equipment at any time when not needed. In such cases, the rental rate for the actual period of work will be paid.
- b) The owner will be informed of foreseeable interruptions of three days or more, and the owner may at his own expense remove and return his equipment for such period as may be agreed upon by the site supervisor. Transportation between City sites will not be construed as interruptions.
- c) If the equipment is not available when requested or for so long a time as required, the City will be free to rent other equipment of its own choice.
- d) Cost experienced by the City because an owner fails to provide equipment at the time agreed upon or the owner's removal of owner's machinery from a site without approval by the City supervisor shall be reimbursed by the owner.

8. OVERTIME

Normally work will be carried out between 8:00 a.m. and 4:00 p.m. but occasionally work may be necessary outside these hours and on holidays. On such occasions the equipment will be required to work at the rate quoted, which must, therefore, include overtime.

9. LIABILITY

- a) Each successful bidder shall be held liable for all damage to property above ground level and for all damage to property below ground level if Bidder has been advised of the nature of the property and its approximate location.
- b) Meet Insurance and WSIB requirements listed in the Instructions to Bidders document.

10. PAYMENT

- a) Time paid for equipment will be only for the hours of work actually performed and certified by the site supervisor. The owner will be responsible for procuring certification of the daily rental slips.
- b) The owner shall submit monthly bills for payment as soon as possible after certification and authorization.
- c) Any legal claims the City may have against the owner will be deducted from intermediate or final payments, but the owner will pay any additional amount arising from such claims, and owner shall receive any balance remaining when claims are settled.