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City of Temiskaming Shores  
Request for Quotation  
PW-RFQ-004-2024  
Equipment Rental – Excavator

City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario  
P0J 1K0



## Objective

The City of Temiskaming Shores is desirous to procure the rental of one excavator unit complete with Operator for the City's Environmental Water & Sewer Operations.

## Submission

Bids must be submitted electronically, using the **Electronic Bid Submissions Portal on the City's website:**

<https://www.temiskamingshores.ca/en/city-hall/bid-opportunities.aspx>

Submissions must be in a **pdf format** and can be no larger than 50 MB.

Subject Line: PW-RFQ-004-2024 Equipment Rental - Excavator

Addressed to: Logan Belanger, Clerk

Proponents will receive an automatic email response to indicate that the submission has been received, and to contact the Municipal Clerk for submission opening details. Contact the Clerk at 705-672-3363 ext. 4136 or at [clerk@temiskamingshores.ca](mailto:clerk@temiskamingshores.ca), should the Proponent not receive a confirmation email.

The City has no liability to the Proponent/ Bidder for any problems encountered, or failure of the Bidder to successfully submit a bid prior to the bid closing time and date. As such, allow sufficient time for a Bid Submission and attachment(s) (if applicable), to resolve any issues that may arise. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **received** by the City.

The closing date for the submission of Quotations will be at **2:00 p.m. local time on Thursday, November 14, 2024.**

- Late Quotations will not be accepted;
- Quotations by fax will not be accepted;
- Quotations by mail will not be accepted;
- Partial Quotations are not accepted;
- Quotations emailed directly to City staff will not be accepted.
- The City reserves the right to accept or reject any or all Quotations;
- The lowest priced Quotation will not necessarily be accepted;
- The City reserves the right to request clarification or supplementary information concerning a Quotation from any Proponent;
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Quotations that are acceptable to both parties will be binding;
- The City reserves the right to confirm with the Proponent, a third party or references (whether provided in the Quotations or not), confirmation of any information provided by the Proponent in their Proposal.



- The Quotation shall be valid for 30 days from submission date.

The Form of Quotation must be signed in the space provided on the form, with the signature of the Bidder or responsible official of the firm bidding. If a joint Bid is submitted, it must be signed and addressed on behalf of both of the Bidders. Any alterations or cross-outs must be initialed in ink by the Bidder. Failure to do so may result in the rejection of the Bidder's Quotation by the City.

Line items and total contract price must be clearly indicated. The Bid must not be restricted by a statement added to the Quotation form or by a covering letter, or by alterations to the Quotation form, as supplied by the City of Temiskaming Shores unless otherwise provided herein.

H.S.T. Tax will be applicable to the supply of labour and equipment.

The City will not be held responsible for Proponent or third-party costs, claims, direct or indirect damages caused by the City exercising its rights reserved in this Section or otherwise expressed or implied in this RFQ.

### Questions

Any questions or concerns with respect to the Quotation document and contents are to be directed to:

#### **Steve Burnett**

Manager of Environmental Services  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0

Phone: 705) 672-3363 ext. 4132

Email: [sburnett@temiskamingshores.ca](mailto:sburnett@temiskamingshores.ca)

### General Description

The Corporation of the City of Temiskaming Shores hereinafter referred to as the "City", invites Quotations from qualified Contractors for the supply of one (1) only hydraulic excavator complete with hydraulic breaker and operator on an "as required" basis for the City's annual environmental maintenance operations (water/sewer breaks). The equipment and operator will be required at designated areas as determined by the Environmental Services Superintendent or his designate. The Contractor therefore should have considered and made allowance for the transportation of equipment to any location within the boundaries of Temiskaming Shores which for the sake of this Quotation is considered to be Uno Park Road to the north, Pipeline Road and Firstbrooke Line to the west, Louise St (North Cobalt) to the south, Silver Centre Rd. and Dymond/Harris boundary line and Sales Barn Road to the east.

The term of the rental contract shall be from January 01, 2025, up to and including December 31, 2025. The term of the Agreement or purchase order may be extended for a specific period to a maximum of five (5) additional years with all terms and conditions stated in these documents to



apply to such extension provided that both the City and the Successful Bidder agrees to such extension.

The City's environmental maintenance operations require the following rental equipment:

One (1) hydraulic excavator, crawler mounted complete with, at minimum a hydraulic breaker, boom mounted bucket, quick attach and Operator. For the sake of this agreement, the equipment shall have the capability to break asphalt and excavate material considered to be under winter conditions and therefore subject to frost impregnation. Failure to meet desired specifications will result in the bid being rejected at the discretion of the City.

For further clarity, the successful bidder must be able to provide an appropriately sized excavator, in any given scenario, with a minimum operating weight of 20,350 kg (i.e. 320D CAT). The breaker attachment must have the capability of providing 400 to 800 blows per minute and have a minimum operating weight of 1746 kg (i.e. H120 GC S CAT)

This Request for Quotation is without any guarantee respecting the volume of business to be obtained from the City.

## **Quotation**

Quotations submitted and prices offered shall be irrevocable and open for acceptance for a period of not less than thirty (30) days.

The form of Quotation must be signed in the space provided on the form, with the signature of the Proponent or responsible official of the firm bidding.

The lowest or any Quotation not necessarily accepted.

## **Change/Amendment**

At any time prior to the closing date and time, The City reserves the right to alter, delete, amend or add to, in whole or in part, any of the terms, conditions, procedures, requirements and provisions of this Quotation, in which case, a formal addendum specifying the same in detail will be issued.

## **Withdrawal of Quotations**

Proponents will be permitted to withdraw their Quotations, unopened after it has been deposited, if such a request is received by the Clerk or his designate in writing, prior to the time specified for the closing of Quotations.

## **Acceptance or Rejection of Quotations**

The submission of a quotation does not obligate the City to accept any quotation or to proceed further with the retention of services. The City may, in its sole discretion, elect not to proceed with the acquisition in whole or in part and may elect not to accept any or all quotations for any reason or to cancel the RFQ without any obligation whatsoever to Proponents.



The City retains the separate right to accept or waive irregularities if, in the City's sole discretion, such irregularities are of a minor or technical nature or, where practicable to do so, the City may, as a condition of acceptance, request a Proponent to correct a minor or technical irregularity with no change to the quoted price. The determination of what is, or is not, a minor or technical irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a bid, shall be at the City's sole and absolute discretion.

Proponents expressly waive any and all rights to make any claim against the City for any matter arising from the City exercising its rights as stated in these General Terms and Conditions.

## **Failure to comply with all Quotation Terms**

Documented failure (See "Schedule A" attached) to comply with all terms, specifications, requirements, conditions and general provisions of this Quotation, to the satisfaction of the City, shall be just cause for the cancellation of the contract award. The City shall then have the right to award this contract to any other Proponent or to re-issue the Quotation.

## **Payment**

The normal payment term offered by the City is net 30 days, upon satisfactory completion. Payment terms shall only be modified at the sole discretion of the City to take advantage of discounts for prompt payment or for other terms that shall be deemed to be in the best interests of the City.

## **Ownership of Materials**

All accepted work and products, including drawings, reports or other materials delivered to the City by the Proponent shall become the property of the City.

## **Vendors Discharge of Liabilities**

In addition to the obligations assumed by the Successful Proponent pursuant to General Conditions, the Proponent agrees to discharge all liabilities incurred by it, for labor, materials, services, Subcontractors and Products, used or reasonably required for use in the performance of the Work.

## **Protection of the City**

The successful Proponent shall at all times well and truly save, defend, keep harmless and fully indemnify the City and its servants, employees and agents, from and against all actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the City, its servants, employees or agents, in any way relating to goods, materials, articles or equipment, supplied pursuant to this Quotation.

Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

## **Harmonized Sales Tax**



Pricing shall exclude Harmonized Sales Tax or any other applicable taxes but will be considered extra.

## **AODA Compliance**

The Bidder shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Bidder acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services.

## **Freedom of Information**

This information is being collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act and will only be used to make a decision concerning the acceptance of this Quotation. Any information including all work as described in these documents, service or product details, unit prices, statements, and any other information provided by the Proponent shall be kept strictly confidential and release of same, except for any details such as the name of the successful Proponent and total price will be made public regarding this bid document stated in a report to the Council of the City, shall only be granted in accordance with the Municipal Freedom of Information and Protection of Privacy Act R.S.O.1990, c. M.56 as amended.

Any proprietary or confidential information contained in the Quotation should be clearly identified.

## **Special Provisions**

### **1. Scope of Work**

The work involves the breaking of existing asphalt, the excavating of soil and rock considered to be under winter conditions and therefore subject to frost. At the direction of the Supervisor or his designate, the equipment shall excavate a site as determined by the City, to be a broken Municipally owned water or sanitary sewer main line. The designated job site shall be within the limits of the City of Temiskaming Shores. The Contractor therefore should have considered and made allowance for the transportation of equipment to any location within the boundaries of Temiskaming Shores which for the sake of this Quotation is considered to be Uno Park Road to the north, Pipeline Road and Firstbrook Line to the west, Louise St. (North Cobalt) to the south, Silver Center Rd. and Dymond/Harris boundary line and Sales Barn Road to the East. The general intent of this position is to provide a timely response to Public Works maintenance operations, emergencies and concerns. The Contractor shall make available to the City, a list of operator(s) who must be on call and available to respond on a 24 hour, 7 days a week basis, Statutory Holidays included for the duration of the agreement. For the sake of this agreement the Contractor shall be on site and able



to work within two (2) hours of being called. The number of calls cannot be determined at this time however for the sake of this agreement; calls shall be as and when required. The work also consists of back filling and cleanup of excavation site as well as any other assignments as directed by the Supervisor or his designate.

## **2. Hours of Work**

The City makes no claim, or does the City guarantee any amount of hours and reserves the right to revise hours worked as the situation warrants. The City endeavors to repair water and/or sanitary sewer breaks as they occur. The Contractor shall be made available from Monday through Sunday, Statutory Holidays included upon being called out as and when required by the Supervisor or his designate.

All contracted equipment must be at the designated location and be ready to engage in operations within two (2) hours of being called out by the Supervisor or his designate.

It is understood that water and/or sanitary sewer breaks occur and therefore shall be repaired at any time of the day or night.

The Contractor shall furnish all equipment, machinery, plant, labour and materials necessary to complete the said works as specified by the Supervisor or his designate at his order, at any time of the day or night during the said period which constitutes Monday through Sunday.

## **3. Term of Contract**

The term of the rental contract will be from January 01, 2025 up to and including December 31, 2025. The Contractor agrees that, subject to the City's actual requirements, and availability of funds, the period of service, may be altered by the City without penalty or adjustment of the rates. The term of the Agreement or purchase order may be extended for a specific period to a maximum of five (5) additional years with all terms and conditions stated in these documents to apply to such extension provided that both the City and the Successful Bidder agrees to such extension. The City shall notify the Successful Bidder of such extension within fourteen (14) days of the initial Agreement closing date of its intension to seek an extension.

## **4. Basis of Payment**

The City makes no claim, nor does the City guarantee any amount of hours and reserves the right to revise hours worked as the situation warrants and payment will be made for actual hours worked.

No allowance for standby rates will be considered.

Quoted hourly rate shall be considered as compensation for excavator rental upon being called out as and when required by the Supervisor or his designate from Monday through Sunday, Statutory Holidays included.

The City shall allow and compensate float price per hour from departure of Contractors base to arrival on site and return to the Contractors base.



Quoted hourly rate for breaker attachment shall be applicable to actual working time when breaker is in use. Breaker attachment time shall be documented as per the Supervisor or his designate.

Payment of invoice based on City of Temiskaming Shores Purchasing Policy No. 17, “payment of accounts are processed on the receipt of invoices”.

Payment shall be full compensation for all insurance, maintenance, delivery and return, operation of the unit and operator, including overtime as well as fuel needed for the performance of the work.

The Contractor agrees to submit monthly invoices in duplicate identifying the equipment, the rental period covered by the invoice, a brief description of the equipment for the quoted hourly rate.

Paid working time shall commence when the equipment begins the assigned work and will continue until operations are completed and the equipment released. Commencement and termination shall be determined as per the Environmental Supervisor or his designate.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

For the purpose of this Quotation, prices should exclude applicable taxes but will be considered extra.

#### **5. Diesel Fuel Surcharge**

No fuel surcharges shall be allowed for the purpose of this Agreement.

#### **6. Insurance**

The Contractor shall provide proof of motor vehicle liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property. The Contractor shall provide proof of general liability insurance having limits of not less than \$5,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross-liability clause.

#### **7. Indemnity**

The Contractor agrees to indemnify and save harmless the City from any claim or demand arising as a result of the performance or non-performance of this Agreement by the Contractor, and without limiting the generality of the foregoing. The Contractor agrees to indemnify and save harmless the City from any claim or demand arising after the expiry of any reasonable time limit fixed by the City for the completion of the work.

#### **8. Documentation Required**





The Successful Bidder shall be notified in writing of the acceptance of his/her Quotation and shall be bound to supply the required documentation within seven (7) days of notification. Upon satisfactory delivery of required documentation a purchase order/ agreement will be issued. The Contractor must provide the following documentation to the City prior to commencement of work;

- Proof of insurance coverage in the form of a Certificate of Insurance as issued by the Insurance Company or a certified copy of the Insurance Policy.
- Evidence of compliance with the Ontario Highway Traffic Act, section 483 (periodic mandatory commercial vehicle inspection (P.M.C.V.I.) or dump vehicle inspection.
- A copy of a valid (C.V.O.R.) Commercial Vehicle Operator’s Registration.
- A Certificate of good standing from the Workplace Safety & Insurance Board.

### **9. Contractor’s Personnel**

The Contractors employees shall conduct themselves in such a fashion that ensures the safety of not only themselves, but other City employees as well as the public while performing duties. The Contractors employee shall ensure the City’s good name and is aware that they are considered to be responsible and liable for their actions in the course of duties.

The Contractors employees must be experienced operators, capable of working in locations with limited working space, have experience working in close proximity with buried utilities (particularly water, sanitary sewer, gas, hydro and communication lines) and must possess a valid Province of Ontario driver’s license for the class of vehicle being operated. The Contractor shall submit within SCHEDULE “A”, (see attached) a list of proposed Operators containing the names of all of the Operators which the Bidder proposes to use to perform work under the Contract. Furthermore, the City reserves the right, at its own discretion, to substitute any equipment and/or Operator accepted under this agreement for documented Operator incompetence. The City shall have the right to hire any additional equipment and Operators as is deemed necessary at its sole discretion for such cause.

The Contractor shall have no right of appeal whatsoever if the hours of work are reduced due to termination.

The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise.

### **10. Subcontractors**

The Contractor hereby understands and agrees that any or all Subcontractors hired to perform within the scope of this Tender are subject to all terms and conditions stated within and the Principle Contractor shall be held accountable.

The Contractor shall submit a list (See Schedule “B”) of all of the Subcontractors which the Bidder proposes to use to perform work under the Agreement and the division or section of Contract Work to be completed by each Subcontractor.



The Contractor shall ensure that all Subcontractors selected and named have experience in the subcontracted work described within the Quotation documents, and that they will execute their work with competence and within the required time frame.

The Contractor shall ensure that all Subcontractors shall be actively engaged in work of the type described and shall be able to show proof upon request by the City, of previous work of similar nature performed by them.

The Contractor shall not show “Own Forces” in their list of proposed Subcontractors, except where the Bidder’s intent is to employ the Bidder’s own qualified on-staff personnel to perform such work.

The Contractor shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of proposed Subcontractors. One Subcontractor name shall be indicated for each Subcontractor category.

No names, either of Subcontractors or “Own Forces” may be changed after submission of the list of proposed Subcontractors unless prior written approval is received from the City. Such approval will only be considered after receipt by the Owner of a written request for the change by the Bidder with a full explanation of the reasons for the requested change and a letter from the previously named Subcontractor agreeing to withdraw its bid with no consequences to the City.

The City reserves the right to reject a proposed Subcontractor for reasonable cause. Upon such rejection, the Bidder will be required to propose an alternate Subcontractor and to identify any resulting change to the Bid Price. This change can affect the status of the low Bid, and may result in a different Bid becoming low.

Within Schedule “B” attached, should the Bidder indicate “N/A” (not applicable), “None”, “Own Forces” or imply by either non completion or omission of this form, that no Sub-Contractor will be used in the execution of this agreement, It is then understood that the City will make no allowance for, nor shall any Sub-Contractors be allowed to perform any part of this agreement.

## **11. Workplace Safety and Insurance Board**

The Contractor’s attention is drawn to the provisions of the Occupational Health & Safety Act 2010. Certificates of good standing from the Workplace Safety & Insurance Board will be required before commencement of work and before final payment is made.

The Contractor must remain in good standing with the Worker’s Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible for and pay all dues and assessments payable under the Worker’s Compensation Act., the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act.



If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

The Contractor and employees will carry out the work in accordance with the Ministry of Transportation Traffic Control Manual for Roadway Work Operations 2001.

If at any time during the duration of the contract either the equipment or personnel are operating in an unsafe manner, the Superintendent of Transportation or his designate shall have the right to suspend the operation and have the equipment and the Operator removed from the job site.

The Contractor shall report promptly to the City's Superintendent of Transportation, giving full details in writing of all accidents in connection with the performance of the work, which results in property damage, death or injury.

## **12. Safety**

Proper Traffic Control will be a continuing priority throughout the course of the work. The Contractor acting in an advisory/ Operator's role is subject to traffic control and shall work in accordance with Ontario Traffic Manual Book 7 "Temporary Conditions" dated March 2001 or any subsequent and updated releases. Unsatisfactory compliance of the agreement will result in suspension of the work.

If at any time during the duration of the contract either the equipment or personnel are operating in an unsafe manner, the Manager of Environmental Services or his designate shall have the right to suspend the operation and have the equipment and the operator removed from the job site.

The Contractor shall report promptly to the City's Environmental Services Supervisor or his designate, giving full details in writing of all accidents in connection with the performance of the work, which results in property damage, death or injury.

## **13. Termination**

The Contractor agrees that where, in the opinion of the City, the Contractor fails to satisfactorily perform any of the Contractor's obligations under this agreement, and the City may at their own discretion, give written notice to the Contractor, terminating the agreement.

The Contractor agrees that the City may without liability terminate this entire agreement at any time on seven (7) days written notice to the Contractor as a result of changes in the City's requirements for vehicles, or changes in the availability of funds for vehicles.

In the event the City must terminate this agreement or shorten the rental period of any of the equipment, the City agrees to pay the Contractor, for the rental period up to and including the date of termination.

## **14. Performance Evaluation**



The Successful Bidder agrees that the results of a performance evaluation (see SCHEDULE “D”) will be considered for any future awards, and will have a direct impact and influence in the selection of Successful Bidders on future awards. Documented poor performance may result in disqualification from bidding on any one type of project or all projects for a period of 2 years.

Documented poor performance may result in disqualification of the Bidder’s submission for this Quotation.

### **15. Delivery Information**

The prices stated in this Quotation cover the goods, materials, fuels, insurance, articles or equipment, referred to herein, being delivered F.O.B. destination as specified within, fuel, insurance, freight, express, duty and all other charges prepaid, unless otherwise indicated herein. A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles or equipment, shall accompany each delivery thereof.

Should an additional tax or duty or any variation in any tax or duty, become directly applicable to goods, materials, articles or equipment, specified or called for in this Quotation, subsequent to its submission by the Bidder and before the delivery of the goods, materials, articles or equipment pursuant to an official order issued by the City the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

Unless otherwise stated, all goods, materials, articles or equipment supplied pursuant to this condition shall be subject to inspection by the City at the point of unloading.

The Bidder agrees that the goods, materials, articles, equipment specified or called for in or under this Quotation, will be delivered within the period set out herein as the guaranteed period of delivery or completion after receipt of an official order therefore.

### **16. Equipment Specifications**

The excavator must have an operating weight of no less than 20,350 kg (i.e. 320D CAT).

The breaker attachment must have the capability of providing 400 to 800 blows per minute and have a minimum operating weight of 1746 kg (i.e. H120 GC S CAT).

Equipment must be equipped with audible back-up warning devices/alarms.

The unit shall be of sufficient mechanical and physical condition to carry out all operations required by the City.

Equipment must be equipped with a quick attach coupler for bucket/ breaker attachments.

The Contractor agrees that it is responsible for the regular maintenance, repair and operating costs of all offered equipment.



The Contractor agrees to supply replacement equipment having compatible specifications, satisfactory to the City should the equipment become non operable. The Contractor agrees that the replacement equipment supplied will stand in place of the inoperable equipment and the provisions of this agreement shall apply with respect thereto.

The Contractor agrees that for purposes of payment for the replacement equipment, the rental rate paid by the City will be the lesser of either the rental rate for the replacement equipment or the rental rate for the inoperable equipment. The City will only be responsible for payment of one piece of equipment.

The Contractor agrees that if replacement equipment is not supplied by the Contractor, no rental shall be paid by the City, in respect to the inoperable equipment, for the days when it was out of service.

The Contractor agrees that the equipment must be in good repair at time the agreement is established and maintained in good repair throughout the duration of the agreement.

Furthermore, the City reserves the right, at its own discretion, to substitute any equipment accepted under this agreement for failing to be available on the job site as requested at the time specified or due to mechanical failure. The City shall have the right to hire any additional equipment and operators as is deemed necessary at its sole discretion for such cause(s). The Contractor shall have no right of appeal whatsoever if the hours of work are reduced for tardiness or failing to report to the job site as notified.



**City of Temiskaming Shores**  
**PW-RFQ-004-2024**  
Equipment Rental – Excavator

**Form of Quotation**

Each Quotation should contain the legal name under which the Proponent carries on business, telephone number and fax number, as well the name or names of appropriate contact personnel which the City may consult regarding the Quotation.

We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labor, apparatus and documentation as are required to satisfy this Quotation.

NOTE: All portions of “Form of Quotation” must be accurately and completely filled out.

| Item | Description                            | Make, Model and Operating Weight | Unit | Daytime Rate Monday-Friday | After hour Rate Nights/Stat Holiday/Weekend |
|------|--|----------------------------------|------|----------------------------|---|
| 1    | Float time                             |                                  | Hour |                            |   |
| 2    | Work Time including breaker attachment |                                  | Hour |                            |   |
| 3    | Excavation Time                        |                                  | Hour |                            |   |

Pricing shall exclude applicable taxes but will be considered extra.

1 of 5 to be submitted



**City of Temiskaming Shores**  
**PW-RFQ-004-2024**  
Equipment Rental – Excavator

**Form of Quotation**

All hourly rates offered in this Quotation are firm, irrevocable and open for acceptance by the City for a period of sixty (60) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this Request for Quotation.

|  |                             |
|--|-----------------------------|
| Company Name   | Contact name (please print) |
| <u>Mailing</u> Address   | Postal Code                 |
| Authorizing Signature<br><br>"I have the authority to bind the company/corporation/partnership." | Title                       |
| Telephone  | Fax                         |
| Cell Phone if available  | Date                        |
| Email address for Contact Person   |                             |

2 of 5 to be submitted



**City of Temiskaming Shores**  
**PW-RFQ-004-2024**  
**Equipment Rental – Excavator**

**Non Collusion Affidavit**

I/ We \_\_\_\_\_ the undersigned, am fully informed respecting the preparation and contents of the attached Quotation and of all pertinent circumstances respecting such Bid.

Such Bid is genuine and is not a collusive or sham Bid.

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Quotation or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

3 of 5 to be submitted





**City of Temiskaming Shores  
PW-RFQ-004-2024  
Equipment Rental – Excavator**

**Conflict of Interest Declaration**

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company’s quotation submission or the contractual obligations under the Agreement.

List Situations:

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In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Firm Name \_\_\_\_\_

Bidder’s Authorization Official \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Printed \_\_\_\_\_



**City of Temiskaming Shores  
PW-RFQ-004-2024  
Equipment Rental – Excavator**

**List of proposed Operators**

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Quotation must be included in the Quotation documents submitted.

| Operator | Years of Operator Experience<br>Around Underground<br>Infrastructure<br>(water, sewer, utilities) | Employee Status<br>Full Time/Part time |
|----------|---|--|
|          |   |  |
|          |   |  |
|          |   |  |

I / We verify that the information provided above is accurate and that the individuals are qualified, experienced operators capable of completing the work outlined in this Quotation document.

Signed by Company Official

\_\_\_\_\_ Printed

\_\_\_\_\_ Signed