

Appendix A

Terms of Rental Agreement

- 1) The equipment supplied under this short-term arrangement is to be new **each** year and as per specifications outlined within the tender documents.
- 2) The terms of the arrangement is for five (5) months, December 1 to April 30, of each year and for a period of three (3) consecutive years.
 - a. December 1, 2019 to April 30, 2020;
 - b. December 1, 2020 to April 30, 2021;
 - c. December 1, 2021 to April 22, 2022.
- 3) Transportation to and from Portugal Cove-St. Philip's is the responsibility of the Bidder.
- 4) Warranty and maintenance work to be responsibility of Bidder. Should the equipment experience a failure, service/repairs to be completed within 24 hours or an equivalent replacement provided at no additional cost to the Town until such time as the unit returns to service.
- 5) The loaders shall be furnished complete and ready for use. All parts not specifically mentioned, but which are required to complete and place the unit into successful operation, shall be furnished as though specifically mentioned in these specifications. The complete unit, and all parts thereof, shall conform in strength and quality of material and workmanship, to the best standards and engineering practice of the industry.
- 6) Insurance will be the responsibility of the Town of Portugal Cove-St. Philip's. The equipment will fall under the Town's vehicle policy.
- 7) At the end of each five (5) month term, the equipment will be returned to the Bidder and the Town will be free of any obligation with respect to the equipment.
- 8) The Town will have the ability to add on up to two (2) additional pieces of equipment to the rental arrangement at the same pricing arrangement as outlined on the Bid Summary Sheet included in the tender package.
- 9) Pricing is to be submitted as a per month charge as outlined on the Bid Summary Sheet. All costs, with the exception of HST, are to be included in the monthly rental price. Pricing is to be stated in Canadian dollars and excluding HST.
- 10) Equipment to have current and valid Province of Newfoundland and Labrador motor vehicle registration with licence plates, inspection certificate and sticker where required by law.
- 11) The Town will be permitted by the Bidder to install the necessary equipment to facilitate the use of a CB radio and AVL tracking software.
- 12) Successful Bidder to invoice the Town with five (5) monthly invoices each year. Payment shall be based on net 45 days from the date of the invoice or receipt of goods, whichever is later.



**Portugal Cove
St. Philip's**

Invoices are to be sent to: Town of Portugal Cove-St. Philip's, Accounts Payable, 1119
Thorburn Road, Portugal Cove-St. Philip's, NL, A1M 1T6.