



**REQUEST FOR QUOTATIONS (RFQ)
FOR THE PROVISION OF
Parts – COLD PATCH - Roads
Reference # RFQ City 142-23**

**FOR THE
City of Iqaluit
Iqaluit, NU**

F.O.B. Ste-Catherine, Quebec on the south shore of Montreal

Quotation request issued: March 22, 2023

QUOTATIONS DUE: March 29, 2023

Before 03:00 PM E.S.T.



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1.0 GENERAL

The City of Iqaluit is seeking Quotations from qualified vendors for the supply of goods as outlined in Appendix B, FOB **Ste-Catherine, Quebec on the south shore of Montreal**.

Vendors should examine the documents carefully. Failure to complete any clause, answer any question, provide information as requested, and return the Document MAY result in your offer being rejected as non-responsive. The City of Iqaluit reserves the right to reject any or all bids in response to the Request for Quotation (RFQ).

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission

2.1.1 Bidders must submit electronic (PDF) copies of their Quote(s), emails are to be received before 03:00 PM EST on March 29, 2023 addressed to:

Samuel Oladimeji
Purchasing Officer
City of Iqaluit
s.oladimeji@iqaluit.ca

2.1.2 Emails should be clearly marked in the subject line with “**Parts – COLD PATCH - Roads Reference # RFQ City 142-23**”

2.1.3 Bidders shall submit a quotation identifying the unit costs and total costs corresponding to the list of goods in Appendix B, as well as the Bid Form in Appendix C.

2.1.4 The total size of email submissions should be less than 9MB in size to facilitate delivery and adequate time must be allowed for delivery. It is the Bidder’s responsibility to confirm successful receipt of the email submission prior to the deadline.

2.1.5 The final decision on whether to accept late Bids is at the City’s discretion.

2.1.6 Incomplete Bids will not be accepted.

2.1.7 Bidders must provide unit pricing for each item, where applicable. In the event of a conflict or mathematical error, the unit prices shall govern. All prices bid must be in Canadian Dollars exclusive of GST. The City does not pay Provincial Sales Taxes (PST). Where unit prices are not provided for any of the line items, **the quote will be deemed not Responsive and will be disqualified.**



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- 2.1.8 Unless otherwise stated, equivalents to the items detailed in this document are acceptable. Where materials are required to conform to "Standards Specification" (e.g. CSA. CGSB. ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable but does not prevent bidders from offering alternative goods, nor does it preclude the City from considering or accepting alternatives.
- 2.1.9 Bidders should provide with the quotation, documents that clearly show that the alternative(s) offered are equal or exceed the standards specified. The City, in its sole discretion reserves the right to accept or reject the alternative offered as responsive or not responsive as the case may be.
- 2.1.10 The bidder warrants that its bid was submitted without collusion between itself and any other Bidder.

2.2 Inquiries and Amendments

- 2.2.1 All inquiries concerning this RFQ are to be directed by email only to:

Samuel Oladimeji
s.oladimeji@iqaluit.ca

- 2.2.2 The deadline for submitting inquiries is three (3) business days prior to the date and time of the submission deadline.
- 2.2.3 The City reserves the right to make amendments to this RFQ up to 24 hours prior to the closing date and time. Amendments will be issued and available on the city website at <https://iqaluit.ca/business/tenders-proposals>
- 2.2.4 Verbal explanations or instructions are not binding.

2.3 Shipping and Handling

- 2.3.1 All prices must include charges for packaging and cartage to the F.O.B point in **Ste-Catherine, Quebec**. Kindly note that this charges should only be on the Invoice not on the quote. The City will accept no separate additional charges unless otherwise noted.
- 2.3.2 Delivery of goods must be made within the time and to the destination stipulated on the Bid Form in Appendix C.
- 2.3.3 The supplier must provide the following information to the City S.Oladimeji@iqaluit.ca, for each pallet, crate, skid, etc.: the gross shipping weight in kilograms, and the length, width and height in meters.
- 2.3.4 When items ordered for marine transport are not delivered to the F.O.B. point in accordance with the terms of the contract (e.g. by the required delivery date), the City will consider the supplier in default. The City may do any act as it deems necessary to rectify such default including refusal of the goods or making alternate arrangements and this cost will be borne by the supplier in full. It



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also should be noted that delivery of the goods to the marine carrier after the contract delivery date, but prior to sailing date, MAY result in higher marine shipping charges to the City. Any such amount shall be borne by the supplier in full.

- 2.3.5 The contractor shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the Transportation of Dangerous Goods Acts, (Canada), or the Transportation of Dangerous Goods Act (Nunavut), shall be properly packaged, labeled, and shipped in accordance with such Acts.
- 2.3.6 The contractor must conform to all supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act (Nunavut) as amended.



Appendix A – General Terms and Conditions

Definitions

In this RFQ the following definitions shall apply:

“Contracting Authority” means the Chief Administrative Officer (CAO) or his/her authorized designate;

“Contractor” or “Supplier” means a legal entity which has been awarded the contract;

“City” or “Owner” means City of Iqaluit;

“Contract” means a Service Contract or a Purchase Order entered into by the City with the contractor or supplier.

“Bidder” means an entity that submits a Bid;

“Bid” or “Quote” or “Submission” means a Bid submitted in response this RFQ;

“RFQ” means Request for Quotation;

“Successful Bidder” means the Bidder selected to enter into negotiations for a contract.

“Responsible” means, in relation to a Bidder, the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure performance of the Contract obligations;

“Responsive” means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFQ.

“F.O.B.” means Free on Board – Freight Prepaid and indicates the location at which ownership and responsibility for the goods transfers to the City. For the purposes of this contract, the Supplier shall be responsible for and bear all freight charges, own the goods in transit and will file any damages or claims incurred during shipping.

1. All submitted quotations are valid and open for acceptance by the City for a period of thirty (30) days from the closing date and time.
2. Quotations shall be opened and evaluated as soon as practicable after the closing time.
3. Failure to complete any clause, answer any question, or submit and return every page of the Request for Quotation may result in your quote being rejected as non-responsive, the quote determined to be lacking the responsibility to assure proper performance of any contract, or both.
4. The City does not accept any condition, reservation, customary or otherwise, subject to which the contractor may purport to sell, ship or deliver the goods other than those stated herein.



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5. The lowest or any quotation will not necessarily be accepted. The City reserves the right to cancel this RFQ, in whole or in part, at any time and to re-issue same thereafter, for any reason whatsoever, without incurring any liability and no bidder will have any claim against the City as a consequence.
6. Bidders and their agents will not contact any member of the City Council, City Staff, or City Consultants with respect to this RFQ, other than the City Representative named above in section 2.0, at any time prior to the award of a contract or the cancellation of this RFQ.
7. The quotation will be evaluated based on unit price times the estimated quantity (or quantities) rather than total bid price if the quantity (or quantities) are explicitly stated as estimates only. Where there is discrepancy between the unit price and the total based on an estimated quantity, the unit price shall govern. The contract price will be based upon the actual quantity ordered by the purchase order, services request, count or measurement times the unit price quoted.
8. The City may terminate this contract at any time without penalty upon giving written notice to this effect to the contractor if, in the opinion of the Contracting Authority, the contractor is unable to deliver the products or goods as required, the contractor's performance of work is persistently faulty or in the event that the contractor becomes insolvent or commits an act of bankruptcy. This contract shall terminate as of the day for termination set out in the written notice and the contractor shall forthwith invoice the City for work performed to the date of termination.
9. This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in the Nunavut.
10. This contract supersedes all communications, negotiations and agreements, either written or oral, made prior to the date of the contract unless expressly referred to or adopted thereby.
11. Nothing contained herein shall create or shall be deemed to create the relationship of either employer and employee or principal and agent between the parties.
12. This contract shall endure to the benefit of and be binding on the respective administrators, executors, successors and assigns of each of the parties hereto.
13. Any clarification of or amendment or alteration to any term or condition of the contract can be made by the Contracting Authority and no one else.
14. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this contract to any other manager, officer, employee or agent of the City.
15. The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
16. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event of any particular provision or provisions or a part of one is found to be void, or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
17. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
18. This contract may not be assigned or subcontracted by the contractor, either in whole or in part, without the prior written agreement of the City.



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19. It is acknowledged that in the case of certain contracts, it is obvious that certain portions of the goods might only be obtained by the contractor from a third party and in such an instance it shall not be considered to be subcontracted for the purpose of this article.
20. Delivery of the goods required must be made within the time and manner stipulated in the contract documents.
21. The contractor will be responsible for obtaining all permissions, rights or licenses from all agencies, levels of government and/or government departments which may be necessary or required by any law in order for the contractor to carry out the terms of the contract.
22. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications, drawings, plans or samples specified in this Contract.
23. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at the Supplier's sole expense if they are found to be not acceptable to the City, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.
24. The contractor warrants that all materials delivered are free from defects and conform to the specifications, drawings and samples specified by the Contract Authority; that this warranty shall survive any inspection, delivery, acceptance, or payment made by the Contract Authority of or for the materials and the purchaser may reject and return, at the risk and expense of the contractor, any materials which are defective or do not comply with the said specifications, drawings and samples.
25. The reference numbers on contracts must be clearly shown on all invoices, packing slips, express receipts, Bills of Lading, and on all packing cases and each separate piece of material, as well as all relevant correspondence.
26. The contractor shall indemnify and hold harmless, the City, its officers, employees, servants and agents, from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under the contract, including an infringement or an alleged infringement of a patent or invention or any kind of intellectual property. The indemnities given by the contractor shall survive the termination of the contract.
27. The contractor shall be liable to the City for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the contractor's control.
28. contractor shall maintain insurance of a type and in an amount satisfactory to the City confirmed by an exchange of letters, collateral to and forming part of this contract.
29. All information obtained from or concerning any department of the City or clients of any department of the City by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the City and in the possession of or under the control of the contractor. This clause shall remain in effect, notwithstanding the termination of any contract.
30. Payment: Provided all terms and conditions on the part of the Contractor have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the goods to Iqaluit, whichever is later.



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31. The City may set off any payment due to the contractor pursuant to this contract against any monies owed by the contractor to the City pursuant to this contract or otherwise.
32. In the event that the contractor is, in the opinion of the Contracting Authority, in default in respect of any of his obligations under the contract hereunder the City may do any act as it deems necessary to rectify such default and the City may deduct or set off the cost of such rectification against any payment due the contractor.
33. The City having given written notice of a breach, may withhold or hold back in whole or in part any payment due the contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the contractor has failed to comply with or has in any way breached an obligation of the contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the City
34. In the event that any actual or potential labour dispute delays or threatens to delay timely performance of this contract, the contractor agrees forthwith to give written notice of such dispute to the Contracting Authority and the City may terminate this contract without penalty, expense or liability upon giving written notice to this effect to the contractor.
35. Failure to comply with any condition may result in cancellation of the contract with no liability on the part of the City for any losses, damages, expenses or costs incurred by the contractor.
36. The City may terminate the contract if the goods are not delivered by the agreed delivery date. In the event the contract must be terminated, the City reserves the right to exercise all available remedies including, but not limited to the recovery of damages.
37. Neither party shall be responsible for any delay or failure to perform its obligations under this Contract where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
38. Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.



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Appendix B – Specifications

The successful proponent is to provide the following goods as per the chart below:

Quantity	Product Number	Description
65	1,000kg	1000kg bulk sacks - Cold patch asphalt for road repair



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Appendix C – Bid Form

Bidder Name: _____

Bidders must attach a quotation to this Bid Form with the unit costs and total costs for the items described in Appendix B, in accordance with the Terms and Conditions in this RFQ document, including all shipping costs to the F.O.B. point and 5% GST.

Description	Deadline Delivery	Total Price
(see Appendix B)	July 20th 2023	\$ _____

FOB is Ste-Catherine, Quebec on the south shore of Montreal.

Prior arrangements to be made for port acceptance of freight.

Delivery address is NSSI Transarctic Desgagnes

6565 Hebert Boulevard

Sainte-Catherine (Quebec) J5C 1B5

Phone: (450) 635-7700 or 1 (866) 732-5438

E-mail: info@transarctik.desgagnes.com

The Delivery Terminal's business hours are

Monday through Friday, from 8 a.m. to 12 p.m. and from 1 p.m. to 5 p.m.

Vendor's must provide an estimate for the following information for marine transport to Iqaluit:

Number of Pallets, crates, skids, etc.	Gross Shipping Weight (kg)	Gross Volume (in Meters Cubed)	Specify Lead Time

Bidder's Authorized Representative: (THIS IS NOT A PURCHASE ORDER)

Name

Title

Signature

Date

By signing this Bid Form and submitting a bid, the Bidder hereby acknowledges and agrees that should their bid be accepted by the Buyer, they will be bound to deliver the goods described herein, at the prices on this Bid Form, in accordance with the Terms and Conditions attached herewith.