



**REQUEST FOR TENDERS  
FOR THE SUPPLY AND DELIVERY OF MINI EXCAVATOR  
AND BUCKETS**

City of Iqaluit

Iqaluit, NU

**REQUEST FOR TENDERS No: 820973-0050(1.0)**

**BID CALL: May 7, 2019**

**QUOTATIONS DUE: May 28, 2019**

**before 3:00:00 PM E.S.T.**

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## 1.0 General

### 1.1 Invitation to Bidders

This Request for Tenders (“RFT”) is an invitation by The Municipal Corporation of the City of Iqaluit (“City”) to prospective bidders to submit bids for the provision of Supply and Delivery of one (1) Hydraulic Excavator with Swing Boom, one (1) Heavy-Duty (Reinforced) Bucket (Cat 420f Compatible), one (1) Heavy-Duty (Reinforced) Trenching Bucket (Cat 308 Compatible), one (1) Heavy-Duty (Reinforced) Ditching Bucket (Cat 308 Compatible), as further described in Appendix A – Scope of work (the “Deliverables”).

Please refer to Appendix A – Scope of Work for a detailed description of the Deliverables, material disclosures and mandatory requirements.

The requirements of the submission are outlined in Sections 2 and 3 of this RFT.

### 1.2 Definitions

In this RFT the following definitions shall apply:

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

“Contract” means a formal written agreement between the and the successful Bidder to undertake the services, the preferred form of which is attached as Appendix C;

“Bidder” means an entity that submits a Bid;

“Bid” or “Submission” means a Bid submitted on response this RFT;

“RFT” means Request for Bid;

“Site” means the place or places where the services are to be performed;

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

## 2.0 Instructions to Bidders

### 2.1 Submission

Bidders must submit electronic (PDF) copies of their Bid(s), emails are to be received before 3:00:00 pm EST on May 28, 2019 addressed to:

Matthew Van Strien  
Procurement Officer  
City of Iqaluit  
[M.VanStrien@city.iqaluit.nu.ca](mailto:M.VanStrien@city.iqaluit.nu.ca)

Emails should be clearly marked in the subject line with “City of Iqaluit – SUPPLY AND DELIVERY OF MINI EXCAVATOR AND BUCKETS” and the Bidder name.

Bidders must include all forms and other documents, or information listed under Section C – Mandatory Requirements in Appendix A – Scope of Work.

Other than inserting the information requested, a bidder may not make any changes to cost submission forms in Appendix B.

Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

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.

The final decision on whether to accept late Quotations is at the City's discretion.

## **2.2 Inquiries and Amendments**

All inquiries are concerning this RFT are to be directed by email only to:

Matthew Van Strien  
Procurement Officer  
City of Iqaluit  
[M.VanStrien@city.iqaluit.nu.ca](mailto:M.VanStrien@city.iqaluit.nu.ca)

The deadline for submitting inquiries is 5 business days prior to the date and time of the submission deadline.

To ensure consistency and fairness to all Bidders, all firms who have received the RFT will receive any information with respect to significant inquiries in the form of written addenda. Verbal explanations or instructions will not be provided.

## **2.3 Bidder Requirements**

The successful Bidder(s) must have a valid City of Iqaluit Business License prior to award of any Contract. Please note a City of Iqaluit Business License is not required before the contract award. Proponents can apply for a City of Iqaluit Business License online at "<https://business.city.iqaluit.nu.ca/>" following the notice of a contract award. Please refer to "<https://www.iqaluit.ca/business>" for further information.

## **2.4 Solicitation of Council Members, City Staff and City Consultants**

Bidders and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFT, other than the those named in Section 2.2, at any time prior to the award of a contract or the cancellation of this RFT.

## **2.5 Terms and Conditions**

2.5.1 Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all the terms and conditions of this RFT.

2.5.2 The City will not make any payments for the preparation of a response to this RFT. All costs incurred by a Bidder will be borne by the Bidder.

2.5.3 This is not an offer. The City does not, by virtue of this Bid call, commit to an award of a Bid, nor does it limit itself to accepting the lowest price or any Bid submitted, but reserves the right to award this Bid in any manner deemed to be in the City's best interest.

2.5.5 The City has the right to cancel this RFT at any time and to reissue it for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the City as a result of the cancellation or reissuing of the RFT.

2.5.6 The City will not be responsible for any Bid that does not indicate the RFT reference, and the Bidder's name.

2.5.7 The City will not be responsible for any Bid that is delivered to any address or in any manner other than that provided in Section 2.1 of this RFT.

- 2.5.8 If a contract(s) is to be awarded as a result of this RFT, it will be awarded to the Bidder whose Bid for each service, in the City's opinion, provides the best potential value to the City and is capable in all respects to perform fully the contract requirements and has the integrity and reliability to assure performance of the contract obligations.
- 2.5.9 If the City decides to award a contract(s) based on a submission received in response to this RFT, the Successful Bidder(s) will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a Contract. Bidders will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.
- 2.5.10 In the event of any inconsistency between this RFT, and any ensuing Contract(s), the Contract shall govern.
- 2.5.11 Any Contract(s) will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this RFT, the accepted Bid as well as such other terms as may be mutually agreed upon, whether arising from the accepted Bid or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Bidder who has submitted a Bid.
- A copy of the Services Agreement is included as Appendix C.
- 2.5.12 Any amendment made by the City to the RFT will be issued in writing and sent to all who have received the documents via addenda.
- 2.5.13 An Evaluation Committee will review each Bid. The City reserves the exclusive right to determine the qualitative aspects of all Quotations relative to the evaluation criteria.
- 2.5.14 Quotations will be evaluated as soon as practicable after the closing time. No detail of any Bid will be made public except the names of all parties submitting Quotations.
- 2.5.15 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.

## **2.6 Validity of Offer**

Quotations shall remain open for acceptance for a period of not less than sixty (60) days from the closing date of this RFT.

## **3.0 Bid Requirements and Evaluation**

### **3.1 Stages of Bid Evaluation**

Iqaluit will conduct the evaluation of bids in accordance with the stages set out below.

### **3.2 Stage I – Mandatory Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory requirements. Bids that do not comply with all of the mandatory requirements as of the Submission Deadline will, subject to the express and implied rights of the Owner, be disqualified and not evaluated further. The mandatory submission requirements are listed and described in Section C of Appendix A – Scope of work.

### **3.3 Stage II - Pricing**

Upon completion of Stage I, the pricing submitted by each compliant bidder will be evaluated in accordance with Appendix B - Pricing Submission Form.

Submit a properly executed and unqualified Pricing Submission Form. The fixed price shall include all disbursements / expenses.

### 3.4 Selection of Lowest Compliant Bidder

Subject to the City's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Contract in accordance with Section 2.5 of this RFT

### 3.5 Conditions of Award

The selected bidder must satisfy the following conditions and provide the following information within 14 days of the notice of selection:

#### 3.5.1 Certificate of Insurance

The selected bidder must provide the City of Iqaluit of Insurance acceptable to the City and, if requested by the City, certified copies of the insurance policies. The Certificate of Insurance must comply with the insurance requirements outlined in the Appendix A – Scope of Work. The bidder acknowledges and agrees that the City of Iqaluit is fully entitled to treat any such Certificate as an original and that the bidder will be responsible for the accuracy and validity of the information contained therein.

If required by the City of Iqaluit, certified copies of all the above-mentioned policies shall be delivered to the City. All subsequent policy renewals and certificates of insurance thereafter, during the time that the Contract is in force, shall be forwarded to City of Iqaluit within fifteen (15) days of their renewal date.

#### 3.5.1 Schedule

The selected bidder must provide the City of Iqaluit of a build and delivery schedule acceptable to the City as outlined in the section 5.0 Schedule.

## 4.0 Terms of Payment

The contractor shall be reimbursed monthly for works completed for the services and goods provided.

The invoice shall include the project title, **the Service Contract number**, a description of the work completed, and a billing summary. The summary shall include the tasks as set forth in the costing submission, the proposed costs, costs to date, percentage invoiced to date, and the percentage of work completed to date for each task.

No payment will be made for the cost of work incurred to remedy errors or omissions for which the contractor is responsible.

## 5.0 Schedule

### 5.1 Delivery

All items must be delivered to the shipping port before the sealift cut-off date as per the sealift company's published schedule. Bidders are encouraged to confirm the sealift schedule before bidding. All items must be delivered to F.O.B. Iqaluit with the last sealift of 2019 at latest.

DATE	ACTION
May 7, 2019	OPENING DATE FOR RFT
May 28, 2019, BEFORE 3:00:00 PM EST	CLOSING DATE FOR RFT
+ 1 WEEK FOLLOWING THE CLOSING DATE	ANTICIPATED AWARD DATE

## Appendix A – Scope of Work

### A. Statement of Work

#### Task 1 – Teleconference Meeting with City of Iqaluit Public Works.

All contracting parties need to meet together with the City of Iqaluit staff to discuss and establish program coordination details including responsibilities, contacts, timelines, and other logistics prior to program kickoff.

The successful bidder shall submit a delivery schedule and a work plan for executing Tasks 2 through 3 for City of Iqaluit's Project Manager review and approval within 14 days of the contract award for **each** item.

The following milestones shall be indicated in the delivery schedule at minimum:

- Estimated Factory Shipment and Arrival Date(s) to the Contractor's facility.
- Installation Date of the Optional Equipment and anticipated duration.
- Pre-Delivery Inspection Date
- Shipping Date to the Port (NSSI: Sainte-Catherine, Québec or NEAS: Valleyfield, Québec)

#### Task 2 – Installation of Dealer Supplied Equipment & Inspection

This task includes: (1) installation of dealer supplied optional equipment; (2) preparation of the excavator for operation in Arctic Environment; (3) pre-delivery inspection of the excavator and all optional equipment installed; (4) confirmation of the sealift reservation.

Note: The excavator is subjected to inspection before acceptance by City of Iqaluit Operations Superintendent. The City reserves the right to refuse acceptance of any vehicle damaged prior to F.O.B. Iqaluit, NU.

Completion of Task 2 will occur when vehicle Inspection report submitted to Project Manager for review and approval.

#### Task 3 – Inspection Report

This task includes submission of a final report to City of Iqaluit Project Manager review and approval documenting activities conducted to complete Tasks 1 through 3 above. The Report shall include the following at minimum:

1. Pre-delivery inspection report, including any and all deficiencies observed.
2. Vehicle conditioning activities for shipping and subsequent operation in Arctic Climate.
3. Pictures of all dealer supplied or installed equipment as installed on the excavator.



**B. Specification and Confirmation Form**

This specification covers the purchase of the following equipment:

- Item # 1 ONE (1) HYDRAULIC EXCAVATOR WITH SWING BOOM
- Item # 2 ONE (1) HEAVY-DUTY (REINFORCED) BUCKET (CAT 420F Compatible)
- Item # 3 ONE (1) HEAVY-DUTY (REINFORCED) TRENCHING BUCKET (CAT 308 COMPATIBLE)
- Item # 4 ONE (1) HEAVY-DUTY (REINFORCED) DITCHING BUCKET (CAT 308 COMPATIBLE)

**INSTRUCTIONS TO BIDDERS:**

1. Where specific information is not requested please indicate with a Yes or No under Response if vehicle's come equipped with.
2. Some features/accessories may not be available as factory options or standard equipment and must be supplied and installed by dealer separately. These costs are to be included in the quote.
3. If some attachments/accessories specified are not recommended by factory or the dealer then mark NO and attach a letter of explanation to the Bid Form. Do not include these items in quote.
4. Bids submitted will be considered non-compliant where minimums are not met and "NO" is specified without a letter of explanation.

ITEM	DESCRIPTION	SPECIFY
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**1 HYDRAULIC EXCAVATOR WITH SWING BOOM**

**1.1 GENERAL SPECIFICATIONS**

1.1.1 Excavator must be considered fit for use in an Arctic environment  $-50^{\circ}\text{C}$  to  $15^{\circ}\text{C}$  ; when reviewing options to the specifications listed herein, this should be the primary consideration. Ease of servicing and good engineering practices shall be given consideration in awarding of this RFQ. \_\_\_\_\_ YES/NO

1.1.2 Excavator shall be factory new and current model year. \_\_\_\_\_ YES/NO

1.1.3 Excavator shall be supplied with all standard equipment plus all other equipment as outlined in this specification if not standard. \_\_\_\_\_ YES/NO

1.1.4 Specify:

Make: \_\_\_\_\_

Model Year: \_\_\_\_\_

Model: \_\_\_\_\_

**1.2 ENGINE**

1.2.1 Rated Net power at 2,400 rpm shall be at least 65 hp as per ISO 9249/EEC 80/1269 Standards. \_\_\_\_\_ YES/NO

1.2.2 Gross Power shall be at least 66.6 hp as per ISO 14396 \_\_\_\_\_ YES/NO

1.2.3 The engine shall have a 94 mm Bore with a 120 mm Stroke distance \_\_\_\_\_ YES/NO

1.2.4 Engine Displacement shall be at least 3.33 L \_\_\_\_\_ YES/NO

1.2.5 Engine shall meet U.S. EPA Tier 4 Final and EU Stage IIIB emission standards. \_\_\_\_\_ YES/NO

1.2.6 Engine shall have an arctic grade block heater installed \_\_\_\_\_ YES/NO

1.2.7 Engine shall have an automatic engine idle and an engine shut-off function. \_\_\_\_\_ YES/NO

**1.3 WEIGHTS**

1.3.1 Operating weight with cab shall not exceed 8400 kg \_\_\_\_\_ YES/NO

**1.4 SWING SYSTEM**

1.4.1 Machine Swing Speed shall be at least 11 rpm \_\_\_\_\_ YES/NO

1.4.2 The boom swing shall be at least 60 degrees to left 50 degrees to right \_\_\_\_\_ YES/NO

ITEM	DESCRIPTION	SPECIFY
1.4.3	Excavator shall be equipped with automatic swing break, spring applied, hydraulic release.	_____ YES/NO
1.4.4	Machine height shall be no more than 2550 mm	_____ YES/NO
1.4.5	Machine width shall be no more than 2320 mm	_____ YES/NO
1.4.6	Stick Length shall be no less than 2210 mm	_____ YES/NO
1.4.7	Stick digging force shall be no less than 40.1 kN	_____ YES/NO
<b>1.5 TRAVEL SYSTEM</b>		
1.5.1	Excavator shall have heavy-duty, triple grouser steel tracks with 450 mm width.	_____ YES/NO
1.5.2	Straight line travel speed shall be at least 5.1 km/h in high mode, and 2.8 km/h in low mode.	_____ YES/NO
1.5.3	Specify travel speed in Low	_____ km/h
1.5.4	Specify travel speed in High	_____ km/h
1.5.5	Maximum Traction Force shall be at least 37.4 kN in high speed, and 64.5 kN in low speed mode.	_____ YES/NO
1.5.6	Specify Maximum Traction force in Low Speed	_____ kN
1.5.7	Specify Maximum Traction force in High Speed	_____ kN
1.5.8	Each track shall be driven by one independent 2-speed motors	_____ YES/NO
1.5.9	Gradeability shall be no less than 30 degrees.	_____ YES/NO
<b>1.6 SERVICE REFILL CAPACITIES</b>		
1.6.1	Fuel Tank: 125 L	_____ YES/NO
1.6.2	Cooling System: 14 L	_____ YES/NO
1.6.3	Engine Oil: 11.2 L	_____ YES/NO
1.6.4	Hydraulic Tank: 82 L	_____ YES/NO
1.6.5	Hydraulic System: 94 L	_____ YES/NO
<b>1.7 HYDRAULIC SYSTEM</b>		
1.7.1	Pump Flow at 2,000 rpm = 150 L/min	_____ YES/NO

ITEM	DESCRIPTION	SPECIFY
1.7.2	Operating Pressure – Equipment or Travel = 28,000 kPa	_____ YES/NO
1.7.3	Operating Pressure – Swing = 24,000 kPa	_____ YES/NO
1.7.4	Auxiliary Circuit – Primary: Minimum 186 bar and 128L/min	_____ YES/NO
1.7.5	Auxiliary Circuit – Secondary: Minimum 174 bar and 64L/min	_____ YES/NO
1.7.6	All hydraulic hoses to comply with SAE standards for operating conditions. <b>All hoses must remain flexible to -50°C</b>	_____ YES/NO
1.7.7	The excavator shall have a secondary hydraulic line	_____ YES/NO
1.7.8	The excavator shall be equipped with a Boom lowering check valve	_____ YES/NO
1.7.9	The excavator shall be equipped with a Stick lowering check valve	_____ YES/NO
1.7.10	The excavator shall be equipped with an Extra counterweight	_____ YES/NO
1.7.11	The excavator shall be equipped with a Boom mounted light – right side	_____ YES/NO
<b>1.8</b>	<b>OPERATOR CAB</b>	
1.8.1	The following gauges are to be supplied:	_____ YES/NO
	Hour meter	_____ YES/NO
	Engine oil pressure	_____ YES/NO
	Engine coolant temperature	_____ YES/NO
	Hydraulic oil pressure	_____ YES/NO
	Hydraulic oil temperature	_____ YES/NO
	The following warning lights & buzzers are to be supplied :	_____ YES/NO
	Parking brake on	_____ YES/NO
	Air filter restriction	_____ YES/NO
	Engine oil pressure	_____ YES/NO
	Brake oil temperature & pressure	_____ YES/NO
	Charging system	_____ YES/NO

ITEM	DESCRIPTION	SPECIFY
	High coolant level	_____ YES/NO
	Hydraulic oil level	_____ YES/NO
	Primary & supplemental Hydraulic pressure	_____ YES/NO
	Door locks	_____ YES/NO
	Lockable fuel cap	_____ YES/NO
	Rear-view camera with color in cabin monitoring	_____ YES/NO
	Ignition key start/stop switch	_____ YES/NO
	Mirror, rear view, cab left	_____ YES/NO
	Warning horn	_____ YES/NO
	Cab and boom light with time delay capability	_____ YES/NO
	Excavator shall have an Back up alarm installed	_____ YES/NO
	Rear Cab Mirror	_____ YES/NO
	Cab sound shall be a maximum of 70 dB(A)	_____ YES/NO
1.8.2	Wet arm wipers shall be on the front & back windows.	_____ YES/NO
1.8.3	Cab shall have an overhang on all four sides to protect operator from glare	_____ YES/NO
1.8.4	Right hand armrest has integrated controls that adjust for comfort for convenient operations	_____ YES/NO
1.8.5	A monitoring system shall be available for critical systems to alert the operator of need for service. 3 levels of warning shall allow the operator to assess the situation.	_____ YES/NO
1.8.6	Specify monitoring system: _____	
1.8.7	Grab handles	_____ YES/NO
1.8.8	AM/FM radio	_____ YES/NO
1.8.9	Seat belts	_____ YES/NO
<b>1.9</b>	<b>ELECTRICAL</b>	_____ YES/NO
1.9.1	Heavy duty 12 Volt electrical system must come with 12 volt adapters installed allowing for easy installation of radios & beacon lights.	_____ YES/NO

ITEM	DESCRIPTION	SPECIFY
1.9.2	Heavy duty maintenance free battery with a minimum of 650 CCA & also equipped with disconnect master switch. Specify batter CCA	_____ CCA
1.9.3	Alternator shall be no less than 60 amps. Specify alternator amps:	_____ amps
<b>1.10 ATTACHMENTS</b>		
1.10.1	Excavator shall be equipped with a dual lock hydraulic quick coupler. All tools shall be changeable in seconds without leaving operators station	_____ YES/NO
1.10.2	One heavy-duty general purpose bucket to be supplied with loader. The bucket must remain its withstand the Arctic temperatures and maintain its ductility at temperature down to -50°C.	_____ YES/NO
1.10.3	Bucket shall be heavy duty and 24 inches wide with a minimum heaped capacity of 0.30 yd <sup>3</sup>	_____ in, _____ yd <sup>3</sup>
1.10.4	Specify bucket;	
	Manufacturer: _____	
	Model Name: _____	
1.10.5	Model Number: _____	
<b>1.11 SERVICEABILITY</b>		
1.11.1	Must have Dealer Support in Iqaluit, Nunavut.	_____ YES/NO
1.11.2	Visible sight glasses for oil, hydraulic oil & radiator coolant	_____ YES/NO
1.11.3	Ecology fluid drains for simple & clean drainage	_____ YES/NO
1.11.4	Ground accessible grease fittings shall be provided for safe servicing	_____ YES/NO
1.11.5	In any event the hood shall be fully removable using built in lift points	_____ YES/NO
1.11.6	Panels located behind the tracks to be easily removable for additional engine repair access.	_____ YES/NO
1.11.7	Break wear indicators shall be standard for easy inspection.	_____ YES/NO
<b>1.12 TOTAL WARRANTY &amp; MAINTENANCE</b>		
1.12.1	Standard Factory on all Components.	_____ YES/NO

ITEM	DESCRIPTION	SPECIFY
1.12.2	Specify Warranty_____ Months	
1.12.3		
1.12.4	Specify Warranty_____ km	
1.12.5		
1.12.6	Specify Warranty_____ Hours	_____ YES/NO
1.12.7	Does the above warranty cover both parts & labor ?	_____ YES/NO
1.12.8	Please submit a copy of warranty policy with tender	_____ YES/NO
1.12.9	The supplier will perform semi-annual inspections & regular preventable maintenance that would encompass, 500 & 1000 hour recommended as per typical manufacturers specifications. The provider will perform all warranty and repairs & semi-annual inspections & full maintenance services	_____ YES/NO
<b>1.13 DOCUMENTS</b>		
1.13.1	Two copies of line setting tickets	_____ YES/NO
1.13.2	Two copies of parts manual with part numbers	_____ YES/NO
1.13.3	Two copies of the shop service manual loader, engine, and transmission etc.	_____ YES/NO

ITEM	DESCRIPTION	SPECIFY
<b>2</b>	<b>CAT 420F COMPATIBLE HEAVY-DUTY (REINFORCED) BUCKET</b>	
<b>2.1</b>	<b>GENERAL SPECIFICATIONS</b>	
2.1.1	Bucket must be considered fit for use in an Arctic environment and shall maintain its ductility and strength at temperatures down to -50°C.	_____ YES/NO
2.1.2	Bucket shall be compatible with CAT 420F Backhoe with quick coupler attachment	_____ YES/NO
2.1.3	Specify bucket;  Manufacturer: _____  Model Name: _____  Model Number: _____	
2.1.4	Bucket shall be 24 inches wide with a minimum heaped capacity of 0.207 m <sup>3</sup> Specify Bucket width and heaped capacity:	_____ in, _____ yd <sup>3</sup>
2.1.5	Specify bucket shell steel grade (i.e. ASTM A572 grade 50)  ASTM: _____ Grade: _____	
2.1.6	Bucket's teeth shall be forged and heat-treated for improved wear properties and increased impact strength	_____ YES/NO
2.1.7	Specify teeth alloy grade and strength (i.e. ASTM A572 grade 50)  ASTM: _____ Grade: _____	
<b>2.2</b>	<b>TOTAL WARRANTY &amp; MAINTENANCE</b>	
2.2.1	Standard Factory on all Components.	_____ YES/NO
2.2.2	Specify Warranty:	_____ Months
2.2.3	Does the above warranty cover both parts & labor ?	_____ YES/NO
<b>2.3</b>	<b>DOCUMENTS</b>	
2.3.1	Two copies of parts manual with part numbers	_____ YES/NO
2.3.2	Two copies of the shop service manual	_____ YES/NO



ITEM	DESCRIPTION	SPECIFY
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**3 CAT 308 COMPATIBLE HEAVY-DUTY (REINFORCED) TRENCHING BUCKET**

**3.1 GENERAL SPECIFICATIONS**

3.1.1 Bucket must be considered fit for use in an Arctic environment and shall maintain its ductility and strength at temperatures down to -50°C. \_\_\_\_\_ YES/NO

3.1.2 Bucket shall be compatible with CAT 308E2 CR Excavator with quick coupler attachment \_\_\_\_\_ YES/NO

3.1.3 Specify bucket;

Manufacturer: \_\_\_\_\_

Model Name: \_\_\_\_\_

Model Number: \_\_\_\_\_

3.1.4 Bucket shall be 13 inches wide with a heaped capacity of 0.1 m<sup>3</sup> (0.13 yd<sup>3</sup>). Specify Bucket width and heaped capacity: \_\_\_\_\_ in, \_\_\_\_\_ yd<sup>3</sup>

3.1.5 Specify bucket shell steel grade (i.e. ASTM A572 grade 50)

ASTM: \_\_\_\_\_ Grade: \_\_\_\_\_

3.1.6 Bucket's teeth shall be forged and heat-treated for improved wear properties and increased impact strength \_\_\_\_\_ YES/NO

3.1.7 Specify teeth alloy grade and strength (i.e. ASTM A572 grade 50)

ASTM: \_\_\_\_\_ Grade: \_\_\_\_\_

**3.2 TOTAL WARRANTY & MAINTENANCE**

3.2.1 Standard Factory on all Components. \_\_\_\_\_ YES/NO

3.2.2 Specify Warranty: \_\_\_\_\_ Months

3.2.3 Does the above warranty cover both parts & labor ? \_\_\_\_\_ YES/NO

**3.3 DOCUMENTS**

3.3.1 Two copies of parts manual with part numbers \_\_\_\_\_ YES/NO

3.3.2 Two copies of the shop service manual \_\_\_\_\_ YES/NO

ITEM	DESCRIPTION	SPECIFY
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**4 CAT 308 COMPATIBLE HEAVY-DUTY (REINFORCED) DITCHING BUCKET**

**4.1 GENERAL SPECIFICATIONS**

- |       |   |                                 |
|-------|---|---------------------------------|
| 4.1.1 | Bucket must be considered fit for use in an Arctic environment and shall maintain its ductility and strength at temperatures down to -50°C.     | _____ YES/NO                    |
| 4.1.2 | Bucket shall be compatible with CAT 420F Backhoe with quick coupler attachment  | _____ YES/NO                    |
| 4.1.3 | Specify bucket;   |                                 |
|       | Manufacturer: _____   |                                 |
|       | Model Name: _____   |                                 |
|       | Model Number: _____   |                                 |
| 4.1.4 | Bucket shall be 54 inches wide with a heaped capacity of 0.37 m <sup>3</sup> (0.49 yd <sup>3</sup> ). Specify Bucket width and heaped capacity: | _____ in, _____ yd <sup>3</sup> |
| 4.1.5 | Specify bucket shell steel grade (i.e. ASTM A572 grade 50)  |                                 |
|       | ASTM: _____   | Grade: _____                    |
| 4.1.6 | The bucket's sidewalls shall have drainage holes.   | _____ YES/NO                    |

**4.2 TOTAL WARRANTY & MAINTENANCE**

- |       |  |              |
|-------|--|--------------|
| 4.2.1 | Standard Factory on all Components.                | _____ YES/NO |
| 4.2.2 | Specify Warranty:                                  | _____ Months |
| 4.2.3 | Does the above warranty cover both parts & labor ? | _____ YES/NO |

**4.3 DOCUMENTS**

- |       |  |              |
|-------|--|--------------|
| 4.3.1 | Two copies of parts manual with part numbers | _____ YES/NO |
| 4.3.2 | Two copies of the shop service manual        | _____ YES/NO |

**C. Mandatory Bid Submission Requirements**

1. Each bid must include the Specifications and Confirmation form (Appendix A) and the Pricing Submission Form (Appendix B) fully completed and signed by an authorized representative of the bidder.
2. Bids shall be accompanied by description literature and detailed technical specifications of the equipment proposed on. Include a vehicle specification summary and major accessory specification summary with submission
3. Bidders must include a copy of the Warranty Statement, with any conditions or limitations with the RFT.

## Appendix B – Pricing Submission Form

1. Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.	
<b>Full Legal Name of Bidder:</b>	
<b>Any Other Relevant Name under Which the Bidder Carries on Business:</b>	
<b>Street Address:</b>	
<b>City, Province/State:</b>	
<b>Postal Code:</b>	
<b>Phone Number:</b>	
<b>Fax Number:</b>	
<b>Company Website (If Any):</b>	
<b>Bidder Contact Person and Title:</b>	
<b>Bidder Contact Phone:</b>	
<b>Bidder Contact Facsimile:</b>	
<b>Bidder Contact E-mail:</b>	

2. Offer

The bidder has carefully examined the RFT documents and has a clear and comprehensive knowledge of the Scope of Work and the Deliverables required under the RFT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFT, including the City of Iqaluit Services Agreement and offers to provide the Scope of work and the Deliverables in accordance therewith at the rates set out in the Pricing Form (Appendix B).

3. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFT.

4. Conflict of Interest

The bidder declares that there is no Conflict of Interest relating to the preparation of its bid, and no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFT.

5. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The bidder hereby consents to the disclosure, on a



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confidential basis, of this bid by The City of Iqaluit to The City of Iqaluit's advisers retained for the purpose of evaluating or participating in the evaluation of this bid.

**6. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of Ninety (60) days following the Submission Deadline.

**7. Enter into Contract**

The bidder agrees that in the event its bid is selected by The City of Iqaluit, in whole or in part, it will enter into the Contract based on the term and conditions set out in Appendix C to this RFT in accordance with the terms of this RFT.

**8. Addenda**

The bidder is deemed to have read and accepted all addenda issued by The City of Iqaluit prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received addendum/addenda numbers \_\_\_\_\_ to \_\_\_\_\_, inclusive, and all changes specified therein have been included in the bidder's pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Signature of Bidder Representative

\_\_\_\_\_  
 Name of Witness

\_\_\_\_\_  
 Name of Bidder Representative

\_\_\_\_\_  
 Title of Bidder Representative

\_\_\_\_\_  
 Date

I have the authority to bind the bidder.



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**Bid Form - Pricing page**

I/We, the undersigned, **having the authority to bind the Company**, certify that I/We have examined INSTRUCTIONS TO THE BIDDERS, TERMS AND CONDITIONS OF THE RFT PROCESS & RFT PARTICULARS, and Bid Form, do hereby offer and agree to enter into an agreement with the Municipal Corporation of the City of Iqaluit for the supply and delivery of the as described in Appendix A:

**Item # 1 ONE (1) HYDRAULIC EXCAVATOR WITH SWING BOOM**

MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ YEAR: \_\_\_\_\_

Unit Price: Freight on Board (F.O.B.) Iqaluit, Nunavut	\$
Plus 5% G.S.T.	\$
Total Bid	\$

**Item # 2 ONE (1) HEAVY-DUTY (REINFORCED) BUCKET (CAT 420F Compatible)**

Unit Price: Freight on Board (F.O.B.) Iqaluit, Nunavut	\$
Plus 5% G.S.T.	\$
Total Bid	\$

**Item # 3 ONE (1) HEAVY-DUTY (REINFORCED) TRENCHING BUCKET (CAT 308 COMPATIBLE)**

Unit Price: Freight on Board (F.O.B.) Iqaluit, Nunavut	\$
Plus 5% G.S.T.	\$
Total Bid	\$

**Item # 4 ONE (1) HEAVY-DUTY (REINFORCED) DITCHING BUCKET (CAT 308 COMPATIBLE)**

Unit Price: Freight on Board (F.O.B.) Iqaluit, Nunavut	\$
Plus 5% G.S.T.	\$
Total Bid	\$

All items: Please state delivery date to the sealift port:	_____ / _____ / 2019
--	----------------------



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COMPANY:

SIGNATURE:

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**Appendix C – City of Iqaluit Services Agreement**

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT  
(hereinafter referred to as the "CITY OF IQALUIT")  
OF THE FIRST PART

AND: ###  
(hereinafter referred to as the "")  
OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Contractor to provide certain services in a Request for Bid (RFT) dated ##### and titled "#####";

AND WHEREAS the Contractor has agreed to provide such services to the CITY OF IQALUIT in its response to the Request for Bid (Bid) dated #####;

AND WHEREAS the CITY OF IQALUIT and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE, the CITY OF IQALUIT and the Contractor agree as follows:

1. SERVICES AND PAYMENT

1.1 The Contractor agrees to provide to the CITY OF IQALUIT those services set out in the Terms of Reference of the Request for Bid for ####. A copy of the RFT is attached as Appendix "A".

1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than #### plus GST, for the provision of professional services based on the Bid dated ##### and as attached in Appendix "B" hereto.

2. TERM

2.1. This Contract shall commence on the ##<sup>set</sup> of #####, #### and terminates on the ##<sup>st</sup> of #####, #### unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

i) If, to the CITY OF IQALUIT:

####

Reference:

ii) If to the Contractor at:

####





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3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. COMPLETE AGREEMENT

4.1 This Contract and its attachments constitute the complete Contract between the parties. Except as provided herein, it supersedes and shall take effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.

4.2 If this Contract arises from a request for Quotations or tender call, the provisions of the request for Quotations or tender call and the Contractor's bid or Bid submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.

4.3 In the event of a conflict between this Contract, the Contractor's bid or Bid submission, and the City's original tender bid instructions or Request for Quotations, the more recently prepared document shall govern to the extent of such inconsistency.

5. GENERAL TERMS

5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, 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 OF IQALUIT and in the possession of or under the control of the Contractor. This clause survives the termination of this contract.

5.2 Time shall in every respect be of the essence. The Contractor shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Contractor for delays, if the Contractor can show those delays were caused by circumstances beyond the control of the Contractor.

5.3 The Contractor is an independent Contractor with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.

5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.

5.5 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.

5.6 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.

5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest



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in the CITY OF IQALUIT and the Contractor hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Contractor shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Contractor harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.

- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the Contractor.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall indemnify and hold harmless, the CITY OF IQALUIT, 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 negligent acts, errors, or omissions of the Contractor under this contract.
- 6.2 The Contractor shall be liable to the CITY OF IQALUIT 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 if such loss or damage is attributable to the negligence or deliberate acts of the Contractor or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Contractor is in default in respect of any obligation of the Contractor hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Contractor for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.
- 6.4 The Contractor may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Contractor shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Contractor shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Contractor shall notify the CITY OF IQALUIT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon,



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occasioned by or in any way attributable to the performance or non-performance of the services under this contract.

- 6.7 If at any time the Contractor considers their estimates indicate costs will exceed the project budget they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the Contractor, the CITY OF IQALUIT may require the Contractor to do everything by way of revision of the design to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Contractor must maintain as confidential all data and information made available to the Contractor, the CITY OF IQALUIT, or any other parties which is generated by or results from the Contractor's performance of the Services described in this Contract. All such data and information is the property of the City of Iqaluit. This clause shall survive the termination of the Contract.

## 7. TERMINATION

- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Contractor if, in the opinion of the CITY OF IQALUIT, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Contractor Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Contractor pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

## 8. FINANCIAL

- 8.1 The CITY OF IQALUIT, 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 hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.
- 8.2 The CITY OF IQALUIT may set off any payment due the Contractor against any monies owed by the Contractor to the CITY OF IQALUIT.
- 8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.4 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Contractors (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.



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8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Subcontractor.

9. INSURANCE AND LIABILITY

9.1 The Contractor's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Contractor's directors, officers, employees, insurers, agents and sub-Contractors.

9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.

9.3 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or any sub-Contractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the CITY OF IQALUIT.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
  - Products & Completed Operations Liability \*
  - Contractor's Protective Liability
  - Blanket Contractual Liability
  - Broad Form Property Damage
  - Personal Injury Liability



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- Cross Liability
- Medical Payments
- Non-owned Automobile Liability \*
- Contingent Employers Liability \*
- Employees as Additional Insureds \*

*\*WHERE APPLICABLE*

- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

All policies shall provide that thirty days written notice be given to the CITY OF IQALUIT prior to any cancellations of any such policies.

The Comprehensive General Liability Insurance policies shall name the CITY OF IQALUIT and any permitted sub-Contractors as additional insureds only with respect to the terms of this contract and shall extend to cover the employees of the insureds hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the CITY OF IQALUIT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the CITY OF IQALUIT and with insurance companies satisfactory to the CITY OF IQALUIT.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE CITY OF IQALUIT:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date