



**REQUEST FOR TENDER
FOR THE PROVISION OF CONSTRUCTION SERVICES FOR
IQALUIT OPERATIONS CENTRE**

BID CALL: 16 MAY 2022

BIDS DUE: 8 JUNE 2022 at 14:00 EST

2022-RFT-035

SECTION A – TENDER CALL

1. INTRODUCTION

1.1 The City of Iqaluit Department of Public Works and Engineering (the City) is issuing a Request for Tender (RFT) for qualified Proponents to provide construction services as further outlined in this RFT document. The purpose and objective of this project is to provide modifications to an existing facility and to construct the new Iqaluit Operations Centre on Federal Road. This would include all building construction, site services and site development.

2. BACKGROUND

2.1 Location:

Iqaluit is the capital of Nunavut and is located at the south end of Baffin Island, Frobisher Bay 64°31'N latitude and 68°31'W longitude. Access to Iqaluit is provided by regular scheduled commercial aircraft year-round, snowmobile trails from other Baffin Island communities in the winter, and sealift from the port of Montreal in the summer.

2.2 Geology and Terrain:

Iqaluit's location is above the tree line and within the continuous permafrost zone of Canada. The region generally consists of glacially scoured igneous/metamorphic terrain. In some locations, a thin layer of organic material is found.

2.3 Climate:

Iqaluit has an Arctic climate with January and July high and low mean temperatures of -21.5° C/ -29.7°C (high/low) and 11.4° C/3.7° C (high/low) respectively. The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall. The prevailing winds are northwest at 16.7 km/hr.

3. TENDER CALL

3.1 Proponents must submit their Tenders by electronic bid submission only, through MERX Canadian Public Tenders. MERX can be accessed via the following website link – <https://www.merx.com/>. Tenders must address tenders to:

City of Iqaluit
Att: Alison Drummond
Senior Director of Corporate Services
901 Nunavut Drive, P.O. Box 460
Iqaluit, Nunavut, X0A 0H0

3.2 Tenders are required to conform to the conditions below. For further instructions on how to submit an electronic bid through MERX, refer to the MERX Electronic



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Bid Supplier Guide, via the following link –
<https://marketing.merx.com/Support/EBSGuide.pdf>. Alternatively, you can contact MERX customer service at 1-800-964-6379.

- 3.3 Bidders must obtain a unique PIN number from MERX in order to upload electronic bid submission documents. It is important to keep this PIN number in a permanent location as it will be required each time you wish to submit a bid response to a call to tender.
- 3.4 Electronic Tenders are to be received before 8 June 2022 at 14:00 local Iqaluit time.
- 3.5 The final decision on whether to accept late Bids is at the City's discretion.

END OF SECTION

SECTION B – TENDER CONDITIONS

1. SUBMISSION REQUIREMENTS

- 1.1 The Tenderer shall complete all documents pertaining to this Contract in ink or in type.
- 1.2 If the Tenderer is a corporation, an authorized officer of the corporation shall sign and seal the Form of Tender.
- 1.3 If the Tenderer is a partnership, a minimum of two partners shall sign the Form of Tender and signatures shall be witnessed.
- 1.4 If the Tenderer is a sole proprietorship, the sole proprietor shall sign the Form of Tender and the signature shall be witnessed.
- 1.5 The Tenderer shall submit its Tender by the date and time specified in Part I of the Tender.
- 1.6 The Tenderer shall submit to the City in their complete bid submission:
 - .i Completed Form of Tender Form, which includes:
 - .a Appendix A – Consent of Surety.
 - .b Appendix B – Cost Submission Form.
 - .ii Bid bond.

Failure to submit the required items identified in (ii) and (iii) may present a Major or Minor Irregularity on the bid. Refer to 1.7 and 1.8 on how Major and Minor Irregularities are to be addressed. The City shall be the sole judge of whether or not a Tender contains irregularities.
- 1.7 Bidders will be automatically disqualified for any Major Irregularities on their bid submission. Major Irregularities are defined as deviations from the competitive procurement process request that affects the price, quality, quantity or delivery, and is material to the award.
- 1.8 Tender irregularities that are Minor Irregularities will be handled in the first instance by conferring with the Tenderer to seek clarification. Minor Irregularities are defined as deviations from the competitive process request, which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. The bidder will be given the opportunity to adjust the irregularity and continue in the process. However, if an unsatisfactory irregularity remains after consulting with the Tenderer, the Tenderer may be disqualified.
- 1.9 The Tenderer shall submit electronic files through MERX for both their Security Deposit and Consent of Surety, alongside the electronic tender submission.

1.10 The successful Tenderer shall submit to the City the following documents within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City.:

- .i Valid City of Iqaluit Business License.
- .ii Form of Tender forms, which include
 - .a Appendix C – Subcontractors List.
 - .b Appendix D – Equipment List.
 - .c Appendix E – Product Suppliers List.
 - .d Appendix F – Labour & Equipment Rates.

2. INQUIRIES AND AMENDMENTS

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

Jason Gates
Senior Project Manager
E: Jason.Gates@colliersprojectleaders.com

2.2 The deadline for submitting inquiries is 2 June 2022 at 14:00 local Iqaluit time.

2.3 Written addendums issued as part of this RFT, in response to inquiries, will be posted publicly on the City's website and on MERX. Verbal explanations or instructions will not be binding.

2.4 Tenderers assume all risk of delivery of amendments. Without limiting the foregoing, the City shall not be held liable for any claim, demand or other action should a transmission be interrupted, not received in its entirety, received after the Closing Time, received by another electronic means other than specified through MERX, or for any other reason over which the City does not have control.

3. SECURITY DEPOSIT

3.1 Every submission shall be accompanied by a security deposit payable to the City of Iqaluit, in an amount not less than 10% of the total Tender amount. The security deposit shall be in the form of one of the two following security deposit options and shall be submitted with the tenderer's electronic tender submission.:

3.2 **OPTION #1: A Digital Bid Bond**

- .i Tenderers shall submit a copy of the Digital Bid Bond and follow the submission instructions as stated above in Section 1.9.

- .ii If Tenderer's are using this option, the Tenderer and the Tenderer's Surety should refer to the digital bonding information on Surety Association of Canada's website. Information at this site includes:
 - .a A list of third parties that provide online surety digital bond services, such as Mobile Bonds or Xenex. The City does not endorse or promote any third-party digital bond service provider.
 - .b An Industry Checklist which digital bonds provided should meet.
 - .iii The Digital Bid Bond shall be digitally verifiable. The results of the digital verification process shall provide a clear and immediate indication that the document received is the true document executed and that the content has not been changed or altered.
 - .iv All instruction details for performing the digital verification of the bond should be included with the uploaded bond and be clear and concise.
- 3.3 **OPTION #2: Scanned Paper Bid Bond / Certified Cheque, Bank Draft, Money Order (PDF Format)**
- .i Tenderer's shall scan and attach a copy of the paper Bid Bond, Certified Cheque, Bank Draft or Money Order and follow the submission instructions as stated above in 1.9. Tenderer's will be required to provide to the City the original Bid Bond, Certified Cheques, Bank Draft, and/or Money Order that were scanned and attached with the tender submission within 72 hours of tender close. Failure to provide the above original document(s) or to enter into a contract may result in the tenderer being barred from future tender opportunities for the City of Iqaluit for an indeterminate period of time.
 - .ii If an alternative Bid Bond is used, it is recommended that tenderer's request either an ink seal from their Surety or that they trace over the embossed seal prior to scanning to allow for the seal to be visible to the City.
- 3.4 Bid bonds shall be in the name of the City of Iqaluit as obligee and signed and sealed by the Tenderer and by a surety licensed to conduct business as a surety in Nunavut.
- 3.5 The City shall not pay interest on security deposits.
- 3.6 Bid bonds shall be Bid Bond Form CCDC Document No. 220, latest edition, effective until sixty (60) business days after the Closing Date.

- 3.7 Security deposits will be returned after delivery to the City of the required performance bond and labour and material payment bond by the successful Tenderer.
- 3.8 If the Contract is not awarded, all security deposits will be returned with reasonable promptness after such decision is made by the City.
- 3.9 After all executed contracts and bonds are received, and the contract award is made, the successful tenderer and the contract value will be posted on the MERX website. After contract award, the bid deposit of the successful tenderer and all tenderers shall be null and void.

4. CONSENT OF SURETY

- 4.1 Tenderers must submit with the Bid and Bid Bond, a “Consent of Surety,” stating that the surety is willing to supply the performance bond and labour and material payment bond as specified.
- 4.2 A “Consent of Surety” shall be in one of the two following options and shall be submitted with the Tenderer’s submission and as instructed above in 1.9.
 - .i The City’s “Consent of Surety” Form provided in Appendix A.
 - ii. Other “Consent of Surety” Form used by a Surety company and authorized by law to do business in the Territory of Nunavut, and acceptable to the City.

5. PERFORMANCE ASSURANCE

- 5.1 The accepted Bid shall provide security (by way of bonds or a security deposit) as stated in the Contract Documents.
- 5.2 The cost of all security shall be included in the Tender prices.

6. ORDER OF PRECEDENCE

- 6.1 The following order of precedence will apply:

Order of Precedence
Issued Addenda
SERVICE AGREEMENT
PROCUREMENT AND CONTRACT REQUIREMENTS
SUPPLEMENTAL CONDITIONS
GENERAL CONDITIONS
GENERAL REQUIREMENTS
TERMS OF REFERENCE/ SPECIFICATION
DRAWINGS

7. TERMS AND CONDITIONS

- 7.1 Submission of a Bid constitutes acknowledgement that the Tenderer has read and agrees to be bound by all the terms and conditions of this RFT.
- 7.2 The City will not make any payments for the preparation of a response to this RFT. All costs incurred by a Tenderer will be borne by the Tenderer.
- 7.3 This is not an offer. The City does not, by virtue of this Tender 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.
- 7.4 Tenderers may amend their Bid at any time prior to the closing date time. Tenderers may not amend their Bid after the closing date time.
- 7.5 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 Tenderer will have any claim against the City as a result of the cancellation or reissuing of the RFT.
- 7.6 The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Part I Tender Call of this RFT.
- 7.7 If a contract is to be awarded as a result of this RFT, it will be awarded to the Tenderer 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.
- 7.8 If the City decides to award a contract based on a submission received in response to this RFT, the Successful Tenderer(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. Tenderers will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.
- 7.9 Any resulting contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Tenders, 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 Tenderer who has submitted a Bid.
- 7.10 A copy of the Services Agreement is included in RFT.
- 7.11 Any amendment made by the City to the Request for Tender will be issued in writing and posted onto the bidding platform in accordance with Section 2.
- 7.12 The Bid and accompanying documentation submitted by the Tenderers are the property of the City and will not be returned. Bid bonds will be returned to all unsuccessful Tenderers.

- 7.13 Tenderers must acknowledge receipt of any addenda issued by the City in their Bid on the Section C – Form of Tender document.
- 7.14 Tenderers shall disclose in their Bid any actual or potential conflicts of interest and/or existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 7.15 Tenderers 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 City Representative named in Part I Tender Call, at any time prior to the award of a contract or the cancellation of this RFT.
- 7.16 If an arithmetical error is identified in the submitted Bid between any individual price and the price extension (e.g. Unit Price x Quantity of Units), the individual price shall govern. The price extension and the total Bid amount will be corrected accordingly.
- 7.17 For contracts that include multi-phased work which spans more than the current fiscal year, authorization to proceed with work phases that are to be completed in future years is conditional upon approval of capital spending by the City of Iqaluit Council for each future year. Contracts will only be executed for work that has approved funding under the current fiscal budget.

8. VALIDITY OF OFFER

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

9. TENDER INELIGIBILITY

- 9.1 Bids that are unsigned, improperly executed, submitted to a location or in a manner other than specified in this RFT, incomplete, conditional, illegible, obscure or contain arithmetical errors, additions not called for, reservations, qualifications, erasures, alterations, or irregularities of any kind, or which are otherwise not completed or submitted in strict compliance with the Instructions to Tenderers, may be rejected by the City whether they constitute as a Major or Minor Irregularity.
- 9.2 Notwithstanding anything to the contrary herein, the City may in its sole discretion elect to retain any such Bid for consideration and may waive any or all of the foregoing, on such terms or conditions as the City may consider appropriate, even if any of the foregoing would otherwise render the Bid null and void and the Bid may be considered in the same manner as Bids that fully conform to the requirements of the Tender Documents without qualification.

10. REVIEW AND ACCEPTANCE OF BID

- 10.1 Upon receipt of the Bids, the City in its discretion may elect to conduct a post tender meeting with one or more Tenderers to discuss in detail their respective

bid submission and such other items as the City may consider appropriate or necessary without invalidating the procurement process.

- 10.2 Before award of the Contract, the Tenderer may be required to provide specific information with respect to its legal and or financial status.
- 10.3 **THE LOWEST OR ANY TENDER WILL NOT NECESSARILY BE ACCEPTED.**
- 10.4 Notwithstanding any custom of the trade to the contrary, the City reserves the right to reject the lowest Bid, even if the lowest Bid is a compliant Bid, accept any Bid or part thereof, negotiate any aspect of any Bid, advertise for new Bids, negotiate a contract as the City deems to be most advantageous to the City's interest without incurring any liability, and to award a contract to whomever the City in its sole and absolute discretion deems appropriate and solely in the best interest of the City and no Tenderer will have any claim against the City as a consequence. Unless required otherwise, the City shall not, at any time, be required to disclose any information to the Tenderers regarding the City's consideration and evaluation of Bids.
- 10.5 Following acceptance by the City, a written Notice of Award will be issued to the successful Tenderer. If the Tenderer fails for any reason to execute and return the Articles of Agreement within seven (7) working days of receipt for signature of the Articles of Agreement from the City, or fails to provide the performance bond and labour and material bond or other security deposit stipulated in GC 11 or to satisfy such other terms and conditions specified hereunder within any period specified, or such extension of time as may be granted by the City, then the City reserves the right to terminate the Tenderer's right to complete the Contract and to award the Contract to whomever the City considers appropriate. The bid bond shall forthwith become payable.
- 10.6 The City shall not be obligated in any manner to the successful Tenderer whatsoever until the Contract has been awarded and the Contract has been duly executed by the parties.
- 10.7 If the City receives no Bids satisfactory to the City in its sole discretion, the City reserves the right in its sole discretion to negotiate a contract for the whole or any part of the Work with any one or more persons whatsoever, including any one or more of the Tenderers, or to postpone or cancel this Bid and then issue a new tender, or to cancel or postpone some or all of the Work.
- 10.8 The City shall not, under any circumstances, be responsible for any costs, expenses, loss, damage or liabilities, whether direct, indirect, consequential or economic in nature, incurred by a Tenderer as a result of, in connection with or incidental to:
 - .i The tendering of the work;
 - .ii Costs incurred for the preparation of this Bid;

- .iii The acceptance or rejection of any Bid; or
- .iv The exercise by the City of its rights under this RFT.

10.9 By participation in the tendering process, the Tenderer on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, agrees that none of the City or its directors, officers, employees, agents and other representatives shall be liable to any Tenderer, or any firm, corporation or individual comprising the Tenderer, including in contract, tort, statutory duty, duty of fairness, duty of care, law, equity or otherwise, for any claims, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any matter whatsoever, incurred in preparing and submitting a Bid, or negotiations of a Contract, or in any way arising in connection with the Bid Documents. The Tenderer further agrees on its own behalf and on behalf of all firms, corporations and individuals comprising the Tenderer, that the award of the Contract is in the sole discretion of the City and in no event shall the Tenderer or any firms, corporations or individuals comprising the Tenderer seek injunctive or other relief to prevent or delay the award of the Contract or the performance of any Work or services in relation thereto.

11. UNBALANCED TENDERS

- 11.1 The Tenderer shall not submit an unbalanced Tender.
- 11.2 The City shall have the right to:
 - .i Deem a Tender to be unbalanced; and
 - .ii Reject a Tender which may be, in its opinion, unbalanced.

12. COLLUSION

- 12.1 The Tenderer shall not engage in collusion of any sort and, in particular, shall:
 - .i Ensure that no person or other legal entity, other than the Tenderer, has any undisclosed interest in the Tenderer's Tender; and
 - .ii Prepare its Tender without any knowledge of, comparison of figures with or arrangement with any other person or firm preparing a Tender for the same work.

13. RIGHT TO ACCEPT OR REJECT TENDERS

- 13.1 Notwithstanding any other provision in this Contract, the City shall have the right to:
 - .i Accept any Tender;

.ii Reject any Tender; and

.iii Reject all Tenders.

13.2 Without limiting the generality of 13.1, the City shall have the right to:

.i Accept an irregular Tender;

.ii Accept a Tender which is not the lowest Tender; and

.iii Reject a Tender even if it is the only Tender received by the City.

13.3 Acceptance of the Tender shall occur at the time the City awards the Tender and not necessarily at the time the award is communicated to the successful Tenderer.

14. CONTRACT DOCUMENTS

14.1 The Tenderer shall obtain and review all Contract Documents as listed in the Form of Tender and all Addenda issued by the City pertaining to this Contract.

15. COMMENCEMENT AND COMPLETION OF WORK

15.1 The Tenderer, in submitting the Bid, agrees that the Tenderer can complete the Work by the date for completion stated in the Tender Form.

16. OMISSIONS, DISCREPANCIES AND INTERPRETATIONS

16.1 Tenderers finding discrepancies or omissions in the drawings or terms of reference or having doubt as to the meaning or intent thereof, shall at once notify the Purchasing Coordinator who will, if necessary, send written instructions or explanations to all Tenderers.

16.2 Oral interpretations made to any Tenderer shall not affect a modification of any provision of the Tender Documents. Only addenda written and issued by the City can be considered.

16.3 The City reserves the right in its sole discretion at any time, and for whatever reason to, by Addendum, modify, amend or otherwise change the Tender Documents. Any such Addendum shall be issued in writing and shall be expressly identified as an Addendum to these Tender Documents. All such changes shall become part of the Tender Documents and their effects shall be reflected in the Tender prices. The City also reserves the right in its sole discretion to cancel this Tender at any time.

17. IRREVOCABILITY OF OFFER

- 17.1 The Tenderer shall not revoke its offer until after the expiration of sixty (60) business days after the opening of Tenders by the City.
- 17.2 If the Tenderer revokes its offer prior to the expiration of sixty (60) business days after the Tender opening, the Tenderer shall forfeit its Tender security deposit, but this shall not prohibit the City from pursuing and other legal remedy which it may have.

18. ALTERNATIVES & EQUALS

- 18.1 Where requested in this RFT, Tenderers may propose alternatives or equals to the stated scope of work. In case alternate or equals are requested in this RFT, the following will apply:
- .i Where the Tender Documents stipulate a particular product, alternatives or equals will be considered by the City up to ten (10) calendar days prior to the Closing Time.
 - .ii When a request to substitute an allegedly equal product is made to the City, the City may approve the substitution either as an equal or as an alternative and will issue an Addendum to all Tenderers. If a product is approved as equal, all Tenderers may use that product in place of the specified product. If the product is approved as an alternative, Tenderers shall base their prices upon the specified product and shall indicate in the Bid the change in price which will apply if use of the alternative product is allowed.
 - .iii In their submission of alternatives to products specified, Tenderers shall include and allow for any changes required in the Work to accommodate such alternative products. A later claim by the Contractor for an addition to the Contract Price because of changes in the Work necessitated by use of alternative products shall not be considered.
 - .iv Where selected products are stipulated in the Tender Documents the Bid shall be based on the use of only these selected products.
 - .v Bids with alternative products will not be considered, unless the alternative has been approved by the City and communicated to the Bidders through an Addendum as noted in 18.1(ii). Bids with alternatives that have not been approved by the City will be deemed non-compliant.
 - .vi Submissions shall provide sufficient information to enable the City to determine the acceptability of such products.
 - .vii Provide complete information on required revisions to other work and products to accommodate each alternative product, and the amount of addition or reduction from Tender prices, including required revisions, for each alternative product.

- .viii Unless a bid for an alternative product is submitted in this manner and later accepted, provide the product specified.

19. PUBLIC OPENING

- 19.1 A public opening of bids will be completed for this competition.
- 19.2 The public opening of bids will occur immediately following the closing time stipulated in section 27.4.
- 19.3 The public opening details will be confirmed in an addendum.

20. TENDER SIGNING

- 20.1 The Bid must be executed under seal by the Tenderer.
- 20.2 If the Tenderer is an individual or a partnership, the Bid shall be executed by the individual or a partner in the presence of a witness and the signatory must show the capacity in which he or she signs (e.g.: “Partner” or “Proprietor”).
- 20.3 If the Tenderer is a corporation, the Bid shall be executed under the seal of the company, affixed in the presence of the authorized officers or two directors.
- 20.4 If the Tenderer is a joint venture, each party to the joint venture shall execute the Bid under seal in the manner appropriate to such party.

21. APPENDICES TO FORM OF TENDER

- 21.1 Tenderers shall complete all Appendices attached to the Form of Tender and submit these with the Tender.

22. PROVISIONAL ITEMS

- 22.1 Provisional items shall mean items for which only very approximate quantities have been included in the tender documents. No work for which "Provisional" items are allowed shall be commenced without written instructions from the City.
- 22.2 Once a Tenderer has been chosen by the City for the Project, it shall be open to the City to accept, reject or negotiate the Tenderer's bid for any provisional item contained in the Bid. Should the City choose to reject the successful Tenderer's bid for such provisional work, it shall be open to the City to call for new Bids for this work and the successful Tenderer for the Project may submit a Bid if he so chooses.

23. SUCCESSFUL TENDERER – BONDS

- 23.1 The successful Tenderer and its surety shall provide:
- .i A performance bond signed and sealed by the Tenderer's surety; and



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- .ii A labour and material payment bond signed and sealed by the Tenderer’s surety;

Each in the amount of at least fifty percent (50%) of the total Tender price. The cost of Bonds shall be included in the Tender price.

- 23.2 The surety of the successful Tenderer and the bonds referred to in 23.1 must be originals and shall be to the satisfaction of the City.

24. SUCCESSFUL TENDERER – WORKERS’ SAFETY AND COMPENSATION COMMISSION CERTIFICATE OF CLEARANCE

- 24.1 The successful Tenderer shall provide the City with a valid Workers’ Safety and Compensation Commission Certificate of Clearance to the satisfaction of the City.

25. SUCCESSFUL TENDERER – EXECUTION OF ARTICLES OF AGREEMENT

- 25.1 The successful Tenderer shall execute in accordance with Section 1, in triplicate, the Articles of Agreement provided in the Contract Documents.
- 25.2 The successful Tenderer shall forward the executed Articles of Agreement to the City.

26. SUCCESSFUL TENDERER – INSURANCE

- 26.1 The successful Tenderer shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by GC12.3 and any additional coverage specified in the Supplementary Conditions.
- 26.2 The Contractor shall carry insurance in the amount of at least **\$5,000,000.00**, as outlined in Part II – Service Agreement and Part III – General Conditions.
- 26.3 The Contractor shall carry insurance, which names the following as additional insureds:

	Address
City of Iqaluit	901 Nunavut Drive, P.O. Box 460, Iqaluit, NU, X0A 0H0
Colliers Project Leaders	2720 Iris Street, Ottawa, ON, K2C 1E6
Verne Reimer Architecture Inc.	109-374 River Ave. Winnipeg, Manitoba, R3L 0E4

27. SUCCESSFUL TENDERER – TIME FOR COMPLETION

- 27.1 The successful Tenderer shall Substantially Perform the work by the 31st day of May, 2024 and this shall be the first date for the calculation of Liquidated Damages per Section 28.
- 27.2 The successful Tenderer shall Complete the Work the 28th day of June 2024 and this shall be the second date used for the calculation of Liquidated Damages as per Section 28.
- 27.3 The successful Tenderer acknowledges that time shall be deemed to be of the essence of the Contract. For the Tenderer’s purpose of establishing a scheduled for the Work, it is anticipated that the Contract Award will be complete 30 calendar days after the opening of Tenders by the City, and then the Commence Work Order will be issued 3 business days after the Contract Award is complete. Milestone dates associated with the Contract will be adjusted, when possible, due to any delays caused by the City during the Contract Award and/or issuance of the Commence Work Order.
- 27.4 The Contract general timelines have been identified below.

ACTION	DATE
Opening Date for RFT	16 May 2022
Deadline for Submitting Inquiries	2 June 2022 at 14:00 EST
Deadline for Inquiry Response	6 June 2022
Closing Date for RFT	8 June 2022 at 14:00 EST
Public Opening	8 June 2022 at 14:00 EST
Approvals	Two weeks
Contract Award Date	22 June 2022
Commence Work Date	27 June 2022
Project Kick-Off	27 June 2022
Substantial Performance	31 May 2024
Warranty Start Date	28 June 2024
Warranty End Date	28 June 2025
Completion	28 June 2024

28. SUCCESSFUL TENDERER – LIQUIDATED DAMAGES

- 28.1 Liquidated damages shall be in the amount of:

FOUR THOUSAND DOLLARS (\$4,000.00) per calendar day beyond the Substantial and Completion Dates, as determined in Section 27.

29. SUCCESSFUL TENDERER – SUBMISSION OF DOCUMENTATION

- 29.1 The successful Tenderer shall submit the documentation required in 1.1.10 within five (5) business days of the day the City notifies the successful Tenderer that the documentation should be sent to the City.
- 29.2 If the successful Tenderer fails to comply with 29.1 the City may, in its sole discretion, withdraw its acceptance of the Tender and the Tenderer shall have no recourse whatsoever against the City.

30. SUCCESSFUL TENDERER – COMMENCEMENT OF THE WORK

- 30.1 The successful Tenderer shall not commence the Work until it has received a Commence Work Order issued by the City.

31. COVID-19 MITIGATION MEASURES (CMM)

31.1 Definitions:

- .i COVID-19 Mitigation Measures (CMM) means measures required to be in compliance with the CMM Guidelines.
- .ii “CMM Guidelines” means all guidelines and regulations published by the Government of Nunavut Department of Health and the Canadian Construction Association *COVID-19 Standardized Protocols for All Canadian Construction Sites, Version 4, April 16, 2020* regarding measures to mitigate COVID-19.
- .iii “COVID-19 Change” means any change in the work caused by or attributable to changes in CMM or changes made to applicable laws, ordinances, rules, regulations, or codes of authorities having jurisdiction that pertain to the control of COVID-19 that come into force after the time of Bid Closing.

31.2 Instructions to Bidders:

- .i If, in the Owner’s sole opinion, substantial changes to the CMM Guidelines occur within five (5) business days of the Tender Closing, the Owner may adjust the Tender Closing as the Owner deems appropriate to allow for adjustment for these changes.
- .ii By submitting a Bid, the Contractor acknowledges its willingness and ability to execute the Work under the CMM in force as of the Bid Closing.

- .iii The Bidder shall ensure that all of its subcontractors are aware of the CMM and the CMM Guidelines.
- .iv The Bid is to assume that the CMM as of the date of Bid Closing are to be in effect up to and including 28 June 2024, following which the additional scope of work required to meet the Canadian Construction Association COVID-19, *Standardized Protocols for All Canadian Construction Sites, Version 4, April 16, 2020* should be assumed to be substantially eliminated.
- .v The incremental cost of any COVID-19 Change will be addressed as a Claim for Change in Contract Price.
- .vi Notwithstanding the foregoing, the Bidder acknowledges its obligation to adhere to the CMM Guidelines and any subsequent revision as part of its responsibility for health and safety on the Work Site.

31.3 Site-Specific Health and Safety Plan

- .i The Site-Specific Health and Safety Plan, as defined in Section K of the General Requirements (PART VI), is to specifically define CMM, a COVID Safety Plan, and is to comply with CMM Guidelines. The Site-Specific Health and Safety Plan is to be updated promptly after the CMM Guidelines are updated.
- .ii The Site-Specific Health and Safety Plan must consider best practices and requirements for construction sites, as provided by the Government of Nunavut (GN) and the Workers Safety and Compensation Commission (WSCC).

31.4 Site Shutdown Plan

- .i “Site Shutdown Plan” means a plan outlining the shutdown procedures for the project in the event of a shutdown directive from the City or governing authority relating to COVID-19.
- .ii The Site Shutdown Plan” shall address items such as how the site will be made safe, how any materials or equipment will be stored or removed, plans regarding any portion or work that requires ongoing monitoring and how the site will be kept secure. Associated timelines required for execution of the plan are to be identified. These procedures are to be updated as required as the project progresses.

31.5 Schedule Impact

- .i If the Contractor is delayed in completion of the Work by Force Majeure or by changes to the CMM, then the time of completion shall be extended by the Town for a period of time equal to the time lost due to such delays. Force Majeure is defined as labour disputes, strikes, lockouts, fire,

unusual delay by common carriers or unavoidable casualties, or such other cause beyond the reasonable control of the Contractor. The Contractor's lack of funds is not a cause beyond the Contractor's control. For clarity, any issues or delays in any way arising from or related to COVID-19 (or any similar or related disease), except for delays as a result of changes to the CMM, are expressly excluded and do not fall under the definition of Force Majeure. The Contractor agrees that the scheduling requirements of the Contract are reasonable in light of any issues that may arise from COVID-19's impact on the Work and the Project, and that the Contractor may not rely on COVID19 (or any similar or related disease) in any manner as a Reason or cause for delay except for delays as a result of changes to the CMM.

- .ii Notwithstanding the foregoing, no extension shall be made for delay unless the Contractor provides to the City written notice within five (5) Working Days of the commencement of the Force Majeure or commencement of the changes to the CMM.

31.6 Cost Impact

- .i In the case of a shut-down or suspension of the Work resulting from changes to the CMM Guidelines, the Contractor shall provide the City the value of any change in the Contract Price and/or Contract Time.
- .ii In the case of a shut-down or suspension of the Work resulting from changes to the CMM Guidelines, the Contractor is to provide, not less than monthly, and more frequently if requested, an accounting of actual incremental costs incurred for any Work required to maintain the Work Site in a safe and secure state.
- .iii Any adjustments to the Contract Amount associated with re-starting the Work is to be quantified within thirty (30) calendar days of such time that authorization to re-commence the Work has been provided.
- .iv When the change to the Work is caused by changes to the CMM Guidelines the City will pay net actual costs only. No allowance for mark-up, contributions to overhead, profit, or stand-by charges will be considered. Labour rates shall include only the actual wage paid to the employee, plus the payroll burden. The Contractor will mitigate cost and time impact to the Contract Amount and the Work Schedule. The Contractor is to provide detailed supporting documentation to substantiate reasonable incurred impact to the Contract Amount and the Work Schedule.
- .v No consideration will be given to adjustment of the Contract Amount or Work Schedule where the impact to the Contract Amount or Work Schedule is as a result of the Contractor's failure to comply with the CMM Guidelines.



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END OF SECTION



CONSTRUCTION SERVICES
PART I – PROCUREMENT AND CONTRACT REQUIREMENTS



SECTION C – FORM OF TENDER

Date: _____

Submitted By: Name: _____

Address: _____

Telephone: _____

To: **City of Iqaluit
City Hall
Iqaluit, Nunavut**

Project: **Project Title: Iqaluit Operations Centre
Project Number: 820837**

The undersigned Tenderer, having carefully examined the Tender Documents and the Site, and having full knowledge of the Work and of the materials and products to be furnished and used, hereby agrees to provide all necessary materials, products, supervision, labour and equipment and perform and complete all Work and fulfill everything for the stipulated lump sum price of:

(Total in Words)

_____ Dollars

_____ \$

in Canadian funds, which price includes all specified cash and contingency allowances and the applicable taxes in force at this date excluding GST.

We have included herewith the security deposit and Consent of Surety as required by the Instructions to Tenderers.

The undersigned also agrees:

1. That the provisions of the Instruction to Tenderers apply, including without limitation provisions that provide that City is in no way obligated to accept this Bid, the City may at its sole discretion to accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative bid, in whole or in part, which is deemed by the City to be most favourable to its interest, and that limit the City's liability.
2. That the estimate of quantities shown in Tender Documents serves only to provide a basis for comparing Bids and that no representations have been made by either the City or their Agent that the actual quantities correspond therewith, and further, that the City has the

right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work.

3. That this Bid is made without knowledge of the Bid prices to be submitted for the Work by any other company, firm or person.
4. That this Bid is made without connection or arrangement with any company, firm or person submitting a bid for the Work.
5. That this Bid is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Bid or in the proposed contract.
6. That this Bid is irrevocable for sixty (60) business days after the Closing Time and that the City may at any time within such period accept this Bid whether any other contract has previously been awarded or not and whether acceptance of another Bid has been given or not.
7. If this Bid is accepted by the City, to execute the Articles of Agreement and to present to the City the required security (by way of bonds or a security deposit) as stated in the General Conditions within seven (7) calendar days after the date of Notice of Award.
8. If this Bid is accepted within the time stated herein, and we fail to execute the Articles of Agreement and provide the required Bonds or security deposit, or we request to withdraw, the security deposit provided with the Bid shall be forfeited as damages to the City by reason of our failure, limited in amount to the lesser of the face value of the deposit or the difference between this Bid and the price the Contract is signed.
9. In the event our Bid is NOT accepted within the time stated herein the required security deposit shall be returned to the undersigned in accordance with the provisions in the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
10. That payment for the Work done will be made on the basis of the quantities measured by the City or its Agent and at the Bid prices shown in the Tender Form which shall be compensation in full for the Work done under the terms of the Contract.
11. That payment of the contingency allowance or portion thereof will only be made in the event that the City or its Agent authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the City.
12. To commence and proceed actively with the Work on Site within seven (7) business days of the date of the execution of the contract, and to substantially perform the Work by 31 May 2024, subject to the provisions of Section 6 of the General Conditions for extension of the Contract Time.



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- 13. That should the undersigned fail to complete the Work in the time specified above, he shall compensate the City of Iqaluit in accordance with GC 6 of the General Conditions.
- 14. That the undersigned has carefully examined the Work described herein, has become familiar with local conditions and the character and extent of the Work, has carefully examined every part of the proposed contract and thoroughly understands its terms and conditions, has determined the source of supply and transport of the materials required, has investigated labour conditions and has arranged for the continuous performance of the Work described in the Tender Documents.

15. **Appendices:**

- 16.1 Appendix A – Consent of Surety
- 16.2 Appendix B – Cost Submission Form
- 16.3 Appendix C – List of Subcontractors
- 16.4 Appendix D – List of Equipment
- 16.5 Appendix E – List of Product Suppliers
- 16.6 Appendix F – Labour and Equipment Rates

16. **Addenda**

- 17.1 The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and the effects are included in the Tender prices.

Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	
Addendum #:		Date:	

This Tender is executed under seal at _____ this _____ day of _____ 2022.

Name of Firm: _____

Address: _____



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FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

_____ (Seal)
(Tenderer – Please Print) (Signature of Tenderer)

In the presence of:

(Witness – Signature)

Name: _____

Address: _____

Occupation: _____

FOR LIMITED COMPANY:

The Corporate Seal of:

_____ (Seal)
(Tenderer – Please Print)

Was hereunto affixed in the presence of:

Authorized Signing Officer and Title

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION



APPENDIX A – CONSENT OF SURETY

Herewith is the Consent of Surety of the Tender submitted.

By: _____

To: The City of Iqaluit

Dated: _____ 2022 and which is an integral part of the Tender

CONSENT OF SURETY COMPANY

Should it be required, the undersigned Surety Company hereby consents and agrees with the City to become bound as Surety in all performance bonds and labour and material payment bonds required by the Tender Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to:

(Name of Tenderer)

(Address)

At prices set forth in the attached Tender. The said Surety is legally entitled to do business in Nunavut.

The Corporate Seal of:

(Surety – Please Print)

Was hereunto affixed in the presence of:

(Authorized Signing Officer) Title

(Authorized Signing Officer) Title

END OF SECTION



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APPENDIX B – COST SUBMISSION FORM

Date: _____

Project Name: **Iqaluit Operations Centre**

I/We, _____
(Company Name)

Of _____
(Business Address)

have fully inspected the Site and examined all the conditions affecting the Work. I/we have also carefully examined all documents prepared for this Contract including Addenda thereto; and hereby offer to furnish all labour, materials, plant, equipment and services for the proper execution and completion of the items listed below, in accordance with the Contract Documents, including all Addenda thereto which are acknowledged hereinafter for the above project for the sums separately indicated as follows:

Item	Description	Qty	Unit	Unit Price	Total
1.	General Provisions				\$
2.	Mobilization / Demobilization				\$
3.	DIVISION 03 – CONCRETE				\$
4.	DIVISION 05 – METALS				\$
5.	DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES				\$
6.	DIVISION 07 – THERMAL AND MOISTURE PROTECTION				\$
7.	DIVISION 08 – OPENINGS				\$
8.	DIVISION 09 – FINISHES				\$
9.	DIVISION 10 – SPECIALTIES				\$
10.	DIVISION 12 – FURNISHINGS				\$
11.	DIVISION 13 – SPECIAL CONSTRUCTION				\$

12.	DIVISION 14 – CONVEYING EQUIPMENT				\$
13.	DIVISION 21 – FIRE SUPPRESSION				\$
14.	DIVISION 22 – PLUMBING				\$
15.	DIVISION 23 – HEATING, VENTILATING AND AIR CONDITIONING (HVAC)				\$
16.	DIVISION 25 – INTEGRATED AUTOMATION				\$
17.	DIVISION 26 – ELECTRICAL				\$
18.	DIVISION 27 – COMMUNICATIONS				\$
19.	DIVISION 28 – ELECTRONIC SAFETY AND SECURITY				\$
20.	DIVISION 31 – EARTHWORK				\$
21.	DIVISION 32 – EXTERIOR IMPROVEMENTS				\$
22.	DIVISION 33 – UTILITIES				\$
23.	DIVISION 40 – PROCESS INTEGRATION				\$

Sub-Total: \$ _____

GST: \$ _____

TOTAL: \$ _____

END OF SECTION



APPENDIX C – LIST OF SUBCONTRACTORS

Re: Bid for Iqaluit Operations Centre

1. This List of Subcontractors Form is acknowledged and agreed to form an integral part of the Bid for:

Iqaluit Operations Centre
2. The Subcontractors listed below will remain unchanged and will be used to perform the work of the trade section indicated, unless the Owner gives written permission to change one or more of the Subcontractors. Where subcontractors are not intended to be used for the work of the trade section indicated, the term “By Own Forces” is inserted.
3. Each Subcontractor listed below has been consulted and is fully acquainted with the extent and nature of the Work, the contract conditions and requirements, the proposed construction schedule, and has agreed to execute the Work in accordance with the terms of the Contract and for the Bid Price amount shown.

TRADE SECTION	SUBCONTRACTOR COMPANY NAME
Sitework	_____
Concrete	_____
Electrical	_____
HVAC	_____
Plumbing	_____
Security	_____

END OF SECTION



APPENDIX E – PRODUCT SUPPLIERS

Re: Bid for Iqaluit Operations Centre

1. This List of Product Suppliers Form is acknowledged and agreed to form an integral part of the Bid for:

Iqaluit Operations Centre

PRODUCT	PRODUCT SUPPLIER
Metal Building	_____
Hardware	_____

END OF SECTION



APPENDIX F – LABOUR AND EQUIPMENT RATES

Re: Bid for Iqaluit Operations Centre

1. This List of Product Suppliers Form is acknowledged and agreed to form an integral part of the Bid for:

Iqaluit Operations Centre
2. The rates listed below will remain unchanged and will be used to measure payment for additional work, not include in the Contract Documents.

POSITION	RATE
Senior Management	_____
Senior Project Manager	_____
Project Manager	_____
Assistant Project Manager	_____
Superintendent	_____
Assistant Superintendent	_____
Foreman	_____
Labourer	_____
Electrician	_____
Plumber	_____
HVAC	_____

EQUIPMENT	RATE
Forklift	_____
Backhoe	_____
Bobcat	_____
Mobile Crane	_____
Dump Truck	_____
Excavator	_____



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END OF SECTION

SECTION D – ARTICLES OF AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____ 2022

BETWEEN:

THE CITY OF IQALUIT

(“the City”)

-and-

(“the Contractor”)

ARTICLES OF AGREEMENT

IN CONSIDERATION of the mutual promises and obligations contained in the Contract Documents, the City and the Contractor agree as follows:

A1. CONTRACT DOCUMENTS

1.1 The documents forming the Contract between the City and the Contractor, referred to herein as the Contract Documents shall consist of:

- a) these Articles of Agreement;
- b) the document attached hereto entitled “General Conditions”;
- c) the document attached hereto entitled “Supplementary General Conditions”;
- d) the documents attached hereto entitled “Plans and Specifications”;
- e) the documents attached hereto entitled “Tender Documents”; and
- f) any amendment or variation of the Contract Documents that is made in accordance with the General Conditions.

1.2 The City will designate a representative for the purposes of the Contract.

1.3 In the Contract:

- a) “Fixed Price Arrangement” means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates; and
- b) “Unit Price Arrangement” means that part of the Contract that prescribes the product of a price multiplied by a number of units of measurement of a class as payment for performance of the Work to which it relates.

- 1.4 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Fixed Price Arrangement is applicable.
- 1.5 Any of the provisions of the Contract that are expressly stipulated to be applicable only to a Fixed Price Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement is applicable.

A.2 DATE OF COMPLETION OF WORK AND DESCRIPTION OF WORK

- 2.1 The Contractor shall between the date of these Articles of Agreements and 28 June 2024 in a careful and workmanlike manner, diligently perform and complete the following Work:
The construction of the new operations centre

A.3 CONTRACT PRICE

- 3.1 Subject to any increase, decrease, deduction or set-off that may be made under the Contract, the City shall pay the Contractor at the times and in the manner set out or referred to in the General Conditions.
 - 3.1.1 the sum of \$ _____ in consideration for the performance of the Work or the part thereof that is subject to a Fixed Price Arrangement, excluding goods and services tax (GST); and
 - 3.1.2 a sum that is equal to the aggregate of the products of the number of units of measurement of each class of labour, plant and material, as certified by the Engineer, multiplied in each case by the appropriate unit price that is set out in the Unit Price Table in consideration for the performance of the Work or the part thereof that is subject to a Unit Price Arrangement, excluding goods and services tax (GST).
 - 3.2 For the information and guidance of the Contractor and the persons administering the Contract on behalf of the City, but not so as to constitute a warranty, representation or undertaking of any nature by either party, it is estimated that the total amount payable by the City to the Contractor for the part of the Work to which a Unit Price Arrangement is applicable will not exceed _____, GST excluded.
 - 3.3 A3.1.1 is applicable only to a Fixed Price Arrangement.
 - 3.4 A3.1.2 and A3.2 are applicable only to a Unit Price Arrangement.
 - 3.5 The Contract Price shall exclude Goods and Services Tax.
- A.4 ADDRESSES**
- 4.1 For all purposes of the Contract, the Contractor’s address shall be deemed to be:



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4.2 For all purposes of the Contract, the City’s address shall be deemed to be:

City of Iqaluit
P.O. Box 460
Iqaluit, Nunavut, X0A 0H0

SIGNED, SEALED AND DELIVERED in the presences of:

CONTRACTOR:

Per:	_____	_____
	Signature	Witness
	_____	_____
	Name	Date

	Position	

Per:	_____	_____
	Signature	Witness
	_____	_____
	Name	Date

	Position	

MUNICIPAL CORPORATION OF THE CITY OF IQALUIT

Per:	_____	_____
	Mayor	Date
Per:	_____	_____
	Chief Administrative Officer	Date

END OF SECTION