



City of Iqaluit

# REQUEST FOR QUOTATION

For LEASE OF SPACE AT THE AWG COMPLEX FOR THE PURPOSE OF  
OPERATING A SKATE SHARPENING BUSINESS

Public

Quotations Due: December 11, 2015 4:00PM

## REQUEST FOR QUOTATION

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### 1.0 General

The following is a Request for Quotation to lease space from the City of Iqaluit Recreation Department. The requirements of the quotation are outlined in this Request for Quotation and the requirements and objectives of the project are outlined in the Terms of Reference. The Terms of Reference are considered an integral part of this Request for Quotation.

### 1.1 Introduction

The City of Iqaluit Recreation Department is requesting quotations for the lease for the purpose of operating a skate sharpening facility at the Arctic Winter Games Complex. The Terms of Reference for this project are included in the Request for Quotation.

### 1.2 Background Information

#### 1.2.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of 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 and Valleyfield in the summer.

#### 1.2.3 Climate

Iqaluit has an Arctic climate with an average January temperature of  $-21.5^{\circ}\text{C}$  and July average temperature of  $8^{\circ}\text{C}$ . The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm precipitation. The prevailing winds are northwest at 16.7 km/hr.

#### 1.2.4 City Growth and Population

The City of Iqaluit is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base for many federal and territorial government departments. The City is rapidly developing into a regional center for the territory with many Northern businesses and Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 7000 people with an average annual growth rate between three and four percent.

### 1.3 Definitions

The City: The City of Iqaluit, Nunavut

The RFQ: Request for Quotation for the lease of space for the operation of a skate sharpening facility

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The Proponent: The contractor submitting a quotation in response to this RFQ

The Contract: The City shall enter into a contract with the successful Proponent for the lease of space in order to provide skate sharpening services as outlined in the Terms of Reference.

The Season: Refers to the regular arena season; October to April

**2.0 INSTRUCTION TO PROPONENTS**

**2.1 Submission**

The proponents shall submit three (3) copies of the sealed quotation, clearly marked with the name of the project. The quotations shall be submitted to:

City of Iqaluit  
City Hall  
901 Nunavut Dr.  
Iqaluit, NU  
X0A 0H0

No later than 4:00 p.m. EST on December 11, 2015.

**Proposals will not be accepted at any other location than the above noted address.**

The quotations should be clearly marked with the name of the project and be made to the attention of Amy Elgersma, Director of Recreation.

**2.2 Inquiries and Amendments**

All inquiries are to be directed to:

Amy Elgersma  
Director of Recreation  
City of Iqaluit  
P. O. Box 460  
Iqaluit, NU  
X0A 0H0  
[recreation@city.iqaluit.nu.ca](mailto:recreation@city.iqaluit.nu.ca)  
Phone: 867-975-8544

The deadline for submitting inquiries is December 11<sup>th</sup>, 2015 at 4:00 p.m. EST.

To ensure consistency and fairness to all Proponents, any information with respect to significant inquiries will be posted in the form of written amendments or clarifications

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on the City of Iqaluit Webpage under “Tenders and Proposals”. Verbal explanations or instructions will not be binding.

#### **2.3 Proponent Requirements**

The successful Proponent must have a valid City of Iqaluit Business License prior to commencement of the operation.

#### **2.4 Terms and Conditions**

- 2.4.1 Submission of a quotation constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this Request for Quotation.
- 2.4.2 The City of Iqaluit must approve any deviations in scope or hours of operation for the project described in the proponent’s proposal in advance. Where the City requires changes in scope or hours of operation, these shall be negotiated with the proponent in accordance with the existing rates, terms and conditions of the contract.
- 2.4.3 The City will not make any payments for the preparation of a response to this Request for Quotation. All costs incurred by a Proponent will be borne by the Proponent.
- 2.4.4 This is **not** an offer. The City of Iqaluit does not bind itself to accept the highest quotation or any proposal submitted.
- 2.4.5 The City has the right to cancel this Request for Quotation at any time and to reissue it for any reason whatsoever, without incurring any liability and no Proponent will have any claim against the City as a result of the cancellation or reissuing of the Request for Quotation.
- 2.4.6 The City will not be responsible for any quotation that does not indicate the Request for Quotation reference, and the Proponent’s name.
- 2.4.7 The City will not be responsible for any quotation that is delivered to any address other than that provided in Section 2.1 of this RFQ.
- 2.4.8 If a contract is to be awarded as a result of this Request for Quotation, it will be awarded to the Proponent whose quotation 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.
- 2.4.9 If the City decides to award a contract based on a submission received in response to this Request for Quotation, the successful Proponent 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. Proponents will not acquire any legal or equitable rights or privileges whatsoever until the contract is signed by both parties.
- 2.4.10 The 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 Quotation, the accepted quotation as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The City reserves the right to negotiate modifications with any Proponent who has submitted a quotation.
- 2.4.11 Proponents may not amend their quotation after the closing date and time but may withdraw their proposal at any time prior to acceptance by the City and issuing of a Letter of Intent.

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- 2.4.12 Quotations will be evaluated as soon as practicable after the closing time. No detail of any quotation will be made public except by request, the names of all parties submitting proposals.
- 2.4.13 There will be no public opening and the quotation and accompanying documentation submitted by the Proponents are the property of the City and will not be returned.

#### **2.5 Validity of Offer**

The proposals shall remain open for acceptance for a period of sixty (60) days from the closing date of this Request for Quotation.

### **3.0 SUBMISSION REQUIREMENTS**

#### **3.1.1 Description of Services**

The proponent shall clearly define the services put forth in response to this RFQ. The description of the services shall include:

- Hours of operation
- A complete description of the skate sharpening service to be provided
- Additional use of the space for a mini pro-shop, if the proponent so desires, for the sale of sporting equipment. The space may not be used for the sale of food or beverage as the complex is already equipped with a concession.

- 3.1.2 The proponent is to submit a proposed rental fee that outlines a monthly fee for the skate sharpening space while the AWG arena is in operation as an arena (October - April). Information regarding the size and location of the rental space is provided in *Appendix A*

### **4.0 COSTING AND TERMS OF PAYMENT**

#### **4.1 Costing**

The submission shall include the cost to provide the proposed services for one season.

#### **4.2 Terms of Payment**

The City shall be reimbursed on a monthly basis for the rental of space at the Arctic Winter Games Complex

### **5.0 TERMS OF REFERENCE**

#### **5.1 Background**

The Arctic Winter Games Complex was officially opened on October 19, 2001. The complex houses an arena, youth centre, recreation department offices and a concession. The Arena portion of the Complex became unusable as an arena in 2003 due to the sinking of the pad. The arena has since been repaired and reopened as an arena on October 8, 2010. The Arena is rented out to various user groups; hockey, figure skating, speed skating, school groups, local business etc. The City of Iqaluit would like to rent out the skate sharpening facility to a business or organization in order to provide the service to the residents of Iqaluit as well as generate revenue from the rental of the space.

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#### **5.2 Terms of Contract**

- 5.2.1 The City of Iqaluit Recreation Departments wishes to enter into a one season deal.
- 5.2.2 The Contractor will pay a set monthly fee as set out in the costing submission to the City for the provision of space at the Complex.
- 5.2.3 The City shall provide only the space for the skate sharpening business. No skate sharpening equipment or other equipment shall be provided.
- 5.2.4 The City shall be responsible for the existing door hardware, lighting, existing power and heat in the premises.
- 5.2.5 The Contractor shall be responsible for all maintenance and upkeep of their equipment.
- 5.2.6 The Contractor shall ensure a shop vac is on site for the cleaning of the premises and to reduce dust caused by the sharpening of skates
- 5.2.6 Revenues generated by the skate sharpening business shall remain property of the Contractor.
- 5.2.7 The Contractor may post a sign to advertise the business outside the skate sharpening area at his expense upon approval by the Assistant Director of Recreation.

#### **5.3 Required Service**

The purpose of the Skate Sharpening Facility is to provide a skate sharpening service to the arena users with the added possibility of running a mini pro-shop.

The proponent is to propose hours of service, subject to approval by the Assistant Director of Recreation. Hours of service may not extend beyond the normal hours of operation of the Arctic Winter Games Complex; 9:00A.M.-10:00P.M. daily (hours to be confirmed). The Complex will be open seven days a week with the exception of some holidays and unexpected closures due to mechanical failure or other events that may not be foreseen.

#### Schedule

- |    |   |                   |
|----|---|-------------------|
| 1. | Issue RFQ   | December 1, 2015  |
| 2. | Closing Date for RFQ                                  | December 11, 2015 |
| 3. | Award Date  | December 16, 2015 |
| 4. | Anticipated Commencement of the contract (negotiable) | January 4, 2015   |

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BUSINESS

Appendix A

Skate Sharpening Room Dimensions

Length x width x height

113.5"x91"x108"

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BUSINESS

Appendix B

**CITY OF IQALUIT LEASE AGREEMENT**

Between:

The Municipal Corporation of the City of Iqaluit

(hereinafter referred to as “the Landlord”)

OF THE FIRST PART

AND:

\_\_\_\_\_

(hereinafter referred to as “the Tenant”)



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This Commercial Lease Agreement is made between the Landlord, the City of Iqaluit and the Tenant, \_\_\_\_\_ on this date \_\_\_\_\_.

This Lease Agreement is a result of a Request for Quotation issued by the CITY OF IQALUIT, the Landlord, dated \_\_\_\_\_. The tenant has agreed to certain terms and conditions as outlined in response to a Request for Quotation dated \_\_\_\_\_

The Landlord makes available for lease a portion of the Building designated as "the Premises", described as follows:

The \_\_\_\_\_

Premises Description: Within the complex, a designated canteen space with the dimensions as follows. Length by width by height: \_\_\_\_\_"

The Landlord hereby agrees to rent the Premises to Tenant and the Tenant hereby agrees to rent the Premises from the Landlord.

1. TERM:

The initial lease term shall be for \_\_\_\_\_ seasons (\_\_\_\_\_) and will begin on \_\_\_\_\_ for a total period of \_\_\_\_\_.

2. RENT:

\_\_\_\_\_

If rent due is not paid on or before the 1<sup>st</sup> day of the month, the Tenant agrees to pay interest on the outstanding amount. The interest charge on the outstanding amount is 1.0% compounded interest (annual percentage rate of 12% compounded) until the rent is paid in full. Any unpaid balance due beyond sixty (60) days shall be sufficient reason for the Landlord to terminate this agreement

4. PROHIBITED USES:

The Tenant shall not use the Premises for storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, device or item. The tenant shall only use the Premises for the intended purpose as outlined in the RFQ.

5. SUBLET AND ASSIGNMENT:

The Tenant may not sublet this Property or assign this Lease to any other persons without the written consent of the Landlord.

6. REPAIRS AND MAINTENANCE:

The Tenant shall make all necessary repairs to the Premises at his/her expense during the Lease term. This includes repairing all defects and faults at any part of the Premises due to damage not including reasonable wear and tear.

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#### 7. ALTERATIONS:

The Tenant shall have the right to redecorate, remodel, make improvements to the Premises during the Lease term, provided that such alterations shall neither impair the structural soundness or diminish the value of the Premises. No structural alterations or addition is to be made to the Premises without the Landlord's consent.

#### 8. SIGNS:

The Tenant shall have the right to place and replace any signs at any part of the Premises at his/her own expense, provided that the Tenant removes all such signs upon the termination of this Lease and repairs all damages resulting from the removal of signs.

#### 9. RIGHT TO ENTER PREMISES:

The Landlord shall have the right to enter the Premises at reasonable hours to inspect the Premises, provided that the Landlord does not unreasonably impair the Tenant's business on the Premises.

#### 10. UTILITIES:

The Landlord is responsible for all utility charges for power, existing lighting and heat to be used by the Tenant on the Premises.

#### 13. INSURANCE:

If the Premises is damaged by fire or other casualty due to an act of negligence by the Tenant or his/her agents, employees or invitees, rent shall not be diminished or disrupted while such damage is under repair. The Tenant shall also be responsible for any repair cost not covered by insurance.

The Landlord shall maintain fire and extended insurance coverage on the Premises and Building. The Tenant shall be responsible for fire and extended insurance coverage on all of his/her personal property in the Premises.

#### 14. BUSINESS LICENSE

The Tenant must have valid City of Iqaluit Business License prior to commencement of the lease.

#### 15. LIABILITY

The Tenant 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 Tenant under this contract.

#### 16. DAMAGE OR DESTRUCTION:

If an act of God or other casualty renders the Premises unusable for the Tenant's purposes, the Tenant shall have the right to terminate this Lease within 30 days of such damage. Rent payments shall be prorated as of the date of Lease termination.

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17. DEFAULT:

The Tenant will be in default of this commercial lease agreement if he/she


- a) fails to pay the outstanding balance within 60 days
- b) fails to fulfill any term or condition of this Lease and such default continues for 30 days after the Landlord has given notice of it to the Tenant.

If the Tenant is in default, the Landlord shall have the right to terminate this commercial lease agreement by giving the Tenant a seven day notice in writing.

18. NOTICE AND ADDRESS

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

- i) If, to the CITY OF IQALUIT (the Landlord)  
XX  
City of Iqaluit  
P.O. Box 460  
Iqaluit, NU  
X0A 0H0  
Fax: 979-5604

- ii) If, to the Tenant at:  


19. ADDITIONAL TERMS AND CONDITIONS:

The Landlord shall provide only the space to be used for the operation of a canteen.

The Tenant shall be responsible for all maintenance and upkeep of their equipment.

The Tenant shall ensure the canteen is in good condition and kept clean

The Tenant shall, upon termination of this agreement, vacate and return the dwelling in the same condition that it was received, less reasonable wear and tear.

The Tenant's hours of operation must be approved by the Landlord and must be deemed satisfactory and appropriate for the complex.

The Landlord reserves the right to inspect the canteen for cleanliness and for health and safety inspections on a regular basis (monthly).

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FOR THE LANDLORD:

FOR THE TENANT

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_