



**REQUEST FOR QUOTATION
FOR THE PROVISION OF CONSTRUCTION SERVICES FOR
APEX CEMETERY GRAVE PLOTS**

BID CALL: May 26TH, 2023

**QUOTATIONS DUE: JUNE 9TH, 2023
BEFORE 3:00 PM EST**

2023-RFQ-142

1.0 GENERAL

1.1 Introduction

The City of Iqaluit is seeking Quotations for construction services related to the digging of cemetery grave plots. The intent of this Request for Quotation (RFQ) is to select a qualified Contractor to provide and deliver gravel as per the scope of work section of this RFQ.

The requirements of the submission are outlined in Section 2 of this RFQ and the scope of work is outlined in Section 7.

1.2 Purpose

The purpose of this Request for Quotation (RFQ) is to select a qualified Contractor to perform the services (“Services”) described in Section 7.

The Service Provider will plan and execute the works to the satisfaction of the City. The Contractor is required or deemed to have inspected the site and scope of works described in this RFQ and understands the services required.

1.3 Definitions

In this RFQ the following definitions shall apply:

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

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

“Bidder” means an entity that submits a Bid;

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

“RFQ” means Request for Quotation;

“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) by email before **3:00pm** local Iqaluit time on **Friday, June 10th, 2023**, addressed to:

Samuel Oladimeji
s.oladimeji@iqaluit.ca
Procurement Agent, Corporate Services
City of Iqaluit



Request For Proposal
CITY OF IQALUIT REQUEST CITY OF IQALUIT
REQUEST FOR QUOTATION APEX



Submissions should be clearly marked in the subject line with “**2023-RFQ-142 – Cemetery Plots**” and the Proponent Name.

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 concerning this RFQ are to be directed by email to:

Adrian Blanchard
Roads Foreman 867-222-2949
a.blanchard@iqaluit.ca
City of Iqaluit

To ensure consistency and fairness to all Bidders, all Bidders who have received the RFQ will receive information with respect to significant inquiries in the form of written addenda or clarifications. Verbal explanations or instruction will not be binding.

The deadline for submitting inquiries will be on **Monday, June 5th, 2023 at 3:00pm** local Iqaluit time.

2.3 Bidder Requirements

The successful Bidder must have a valid City of Iqaluit Business License prior to commencement of the Project. The successful Bidder shall apply for a license immediately upon notification of award, should they not hold a valid license. **A mandatory on-site meeting May 31st, 2023 @ 1:15 pm EST for all bidders.**

2.4 Opening of the Bids

There will be no public opening of the Bids.

2.5 Intended RFQ Process Schedule

The City estimates the schedule for the Request for Quotation process milestones will be as per Table 1.

Table 1 RFQ Process Schedule

Milestone	Date
Issue RFQ	May 26 th , 2023
Last Day for Proponent Questions	June 5 th , 2023 at 3:00pm EST
Last Date for Issue of Addendum	June 6 th , 2023

RFQ Closes – Submission Deadline	June 9 th , 2023 at 3:00pm EST
Evaluation/ Determination of Successful Bidder	June 12 th , 2023
Approvals	June 14 th , 2023
Contract Creation/ Circulation for Signatures	June 16 th , 2023
Contract Award	June 16 th , 2023
Project Kick-Off	June 19 th , 2023

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 RFQ.

3.0 TERMS AND CONDITIONS

- 3.1. Submission of a Bid constitutes acknowledgement that the Bidder has read and agrees to be bound by all the terms and conditions of this RFQ.
- 3.2. The City will not make any payments for the preparation of a response to this RFQ. All costs incurred by a Bidder will be borne by the Bidder.
- 3.3. 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.
- 3.4. Bidders may not amend their Bid after the closing date and time but may withdraw their Bid at any time prior to acceptance by the City and issuing of a Letter of Intent.
- 3.5. The City has the right to cancel this RFQ 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 RFQ.
- 3.6. The City will not consider any Bid that does not indicate the RFQ reference, and the Bidder's name.
- 3.7. The City will not consider any Bid that is delivered to any address or in any manner other than that provided in Section 3.0 of this RFQ.
- 3.8. If a contract is to be awarded as a result of this RFQ, 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.
- 3.9. If the City decides to award a contract based on a submission received in response to this RFQ, 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.

- 3.10 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 Quotation, 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.
- 3.11 A copy of the Services Agreement is included in RFQ.
- 3.12 Any amendment made by the City to the Request for Quotation will be issued in writing and sent to all who have received the documents in accordance with Section 2.0.
- 3.13 The Bid and accompanying documentation submitted by the Bidders are the property of the City and will not be returned.
- 3.14 Bidders must acknowledge receipt of any addenda issued by the City in their Bid.
- 3.15 Bidders shall disclose in its Bid any actual potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure.
- 3.16 Bidders and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFQ, other than the City Representative named in Section 2.0, at any time prior to the award of a contract or the cancellation of this RFQ.
- 3.17 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.

4.0 BID REQUIREMENTS AND EVALUATION

4.1 Evaluation Process

Bids will be evaluated in two stages:

4.1.1 Evaluation of Mandatory Requirements

Bidders that do not meet the mandatory criteria will be rejected (refer to Section 4.2 below).

4.1.2 Financial Evaluation

Financial evaluation of cost criteria will be conducted after all mandatory requirements have been successfully met.

4.1.3 Selection

The City will rank the Bids by cost. The lowest bidder that has met the mandatory requirements will be the Preferred Bidder. The Preferred Bidder's Bid will be recommended for award of a contract.



4.2 Mandatory Requirements

Bidders must satisfy the following mandatory requirements in their Bid in accordance with the requirements of this RFQ. Bidders shall submit the following:

- a) Appendix A – Cost Submission Form;
- b) Appendix B – Subcontractors List;
- c) Appendix C – Equipment List;
- d) Appendix D – Labour & Equipment Rates;

Failure to submit the required items identified above may render the submission incomplete and disqualify the Bidder.

5.0 SUCCESSFUL BIDDER REQUIREMENTS

5.1 Workers’ Safety and Compensation Commission Certificate of Clearance

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

5.2 Insurance

The successful Bidder shall provide the City with an original Certificate of Insurance for each type of insurance coverage required by the City of Iqaluit Services Agreement and any additional coverage specified in the Supplementary Conditions.

The successful Bidder shall carry insurance in the amount of at least TWO MILLION DOLLARS (\$2,000,000).

The successful Bidder shall carry insurance, which names the following as additional insureds:

	Address
<u>City of Iqaluit</u>	<u>901 Nunavut Drive, P.O. Box 460, Iqaluit, NU, X0A 0H0</u>

5.3 Time for Completion

The successful Bidder shall Substantially Perform the work by September 30, 2023.

The successful Bidder acknowledges that time shall be deemed to be of the essence of the Contract. For the Bidder’s purpose of establishing a schedule for the Work, it is anticipated that the Contract Award will be complete 7 days after the opening of Bids by the City, and then Commence Work Order will be issued 3 business days after the



Request For Proposal
CITY OF IQALUIT REQUEST CITY OF IQALUIT
REQUEST FOR QUOTATION APEX



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.

The Contract general timelines have been identified below.

ACTION	DATE
Project Kick-Off	June 19 th , 2023
Completion	September 30, 2023

5.4 Submission of Documentation

The successful Bidder shall submit the documentation required by Section 5.1 and 5.2 within five (5) working days of the day the City notifies the successful Bidder that the documentation should be sent to the City.

If the successful Bidder fails to comply with the requirements in Section 5.1 the City may, in its sole discretion, withdraw its acceptance of the Bid and the Bidder shall have no recourse whatsoever against the City.

5.5 Commencement of the Work

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

6.0 PAYMENT PROCEDURES

6.1 Terms of Payment

- 6.1.1 Make applications for payment on account as provided in Agreement as Work progresses.
- 6.1.2 Progress payments will be made monthly.
- 6.1.3 The Contractor must submit draft progress payment claim applications on by the 25th of every month to the City Representative for review. The City Representative will review the draft progress payment claim and provide comments within five (5) business days. The Contractor must submit the final progress payment claim application within three (3) business days of when comments were received.
- 6.1.4 The Contractor shall be reimbursed on a monthly basis in accordance with the instructions provided in the Cost Submission Form.
- 6.1.5 For administrative purposes, the monthly application for payment shall be in the form of a progress payment and must indicate:
 - i. Contract/ Project Title.
 - ii. City of Iqaluit Service Contract number.

- iii. Progress payment number.
 - iv. Date progress payment issued.
 - v. Period progress payment covers.
- 6.1.6 The City shall reimburse Contractors for mark-ups from sub-contractors and/ or suppliers for parts, materials, and labour up to a maximum of 15%. Back-up invoices from sub-contractors and/ or suppliers/ vendors must be submitted as part of monthly application for payment.
- 6.1.7 No payment will be made for the cost of work incurred to remedy errors or omissions for which the Contractor is responsible.
- 6.1.8 Additional work that has been completed outside the scope of services identified in contract, without written approval from the City Representative, will not be paid. Contemplated changes must be presented to the City Representative for review and approval prior to proceeding in the field. Failure to comply with this requirement may result in no payment.
- 6.1.9 All progress payment claims are to be submitted to the City Representative; they are not to be submitted to the City's Finance Department.
- 6.1.10 The City will pay all invoices on a Net 30 basis, meaning payments will be made by the City within Thirty (30) calendar days of receipt and acceptance of the invoice, or the receipt and acceptance of the goods or services, whichever is later.

6.2 Application for Payment

- 6.2.1 Each month prepare a draft application for payment in the form of a progress payment claim for review and acceptance by the City Representative before submitting the monthly application for signature and payment.
- 6.2.2 Application for payment must show a schedule of values, for each item of approved breakdown of Contract Price established in the Contract, the following:
- i. Percentage and value of Work completed to date.
 - ii. Percentage and value of Work previously approved for payment.
 - iii. Percentage and value claimed this payment period.
 - iv. Percentage and value of Work remaining to be completed.
 - v. Include separate line items for each approved Change Order executed, along with the information requested in 5.2(i), 5.2(ii), 5.2(iii), and 5.2(iv).
- 6.2.3 Application for payment must include timesheets, back-up invoices from sub-contractors and/ or suppliers/ vendors, whichever applies. Where mark-ups apply per the Contract, ensure they are clearly shown.

- 6.2.4 Include an updated cash flow expenditure forecast with the application for payment.
- 6.2.5 Submit application for payment to the City Representative on the 25th of each month.
- 6.2.6 To assist the Contractor with preparation of application for payment, the City Representative is available to meet with the Contractor on an agreed date each month, on or prior to last day of month, to review progress of Work.
- 6.2.7 The Contractor and City Representative shall agree on quantity of Work performed and due for payment. Once quantity has been agreed upon, Contractor shall submit the final application for payment along with a corresponding invoice for the amount being claimed.
- 6.2.8 The following shall be included for the first application for payment:
 - i. Approved monthly progress claim.
 - ii. Coinciding invoice.
 - iii. A copy of Workers Safety Compensation Board Certificate of Clearance.
 - iv. Updated construction schedule.
 - v. Updated cash flow projection.
- 6.2.9 The following shall be included for the second application for payment and onwards:
 - i. Approved monthly progress claim.
 - ii. Coinciding invoice.
 - iii. A copy of Workers Safety Compensation Board Certificate of Clearance.
 - iv. Statutory Declaration certifying that payment has actually been made in full to all subcontractors, suppliers, workmen, and others for labour, materials, and services required by Contract up to and including latest progress payment.
 - v. Updated construction schedule.
 - vi. Updated cash flow projection.
- 6.2.10 The City shall not release monies for Payment Certificates until the Contractor has provided all of the supporting documentation, as specified herein.
- 6.2.11 Deviations from the above specified requirements or incomplete submissions shall require resubmission of the application for payment.

6.3 Substantial Performance of Work

- 6.3.1 Prepare and submit to City Representative comprehensive list of items to be completed or corrected and apply for a review by City Representative to establish Substantial

Performance. Failure to include an item on list does not alter responsibility to complete Contract.

- 6.3.2 No later than 21 days after receipt of list and application, City Representative will review Work to verify validity of application, and no later than 7 days after completing review, will notify Contractor if Work or designated portion of Work is substantially performed.
- 6.3.3 City Representative shall state date of Substantial Performance of Work or designated portion of Work in certificate.
- 6.3.4 Immediately following issuance of certificate of Substantial Performance of Work, in consultation with City Representative, establish reasonable date for finishing Work.

6.4 Payment of Holdback Upon Substantial Performance of Work

- 6.4.1 After receipt of application for payment and sworn statement, City Representative will issue certificate for payment of holdback amount.
- 6.4.2 Amount authorized by certificate for payment of holdback amount is due and payable on day following expiration of holdback period stipulated in lien legislation applicable to Place of Work. Where lien legislation does not exist or apply, holdback amount is due and payable in accordance with other legislation, industry practice, or provisions which may be agreed to between parties. Owner may retain out of holdback amount any sums required by law to satisfy any liens against Work or, if permitted by lien legislation applicable to Place of Work, other third party monetary claims against Contractor which are enforceable against Owner.

6.5 Final Payment

- 6.5.1 Submit an application for final payment when Work is completed.
- 6.5.2 City Representative will, no later than 21 days after receipt of an application for final payment, review Work to verify validity of application. City Representative will give notification that application is valid or give reasons why it is not valid, no later than 7 days after reviewing Work.
- 6.5.3 City Representative will issue final certificate for payment when application for final payment is found valid.

7.0 TERMS OF REFERENCE

7.1 Summary of the Work

The Contractor will be required to fulfill the following scope of work at the City of Iqaluit Apex Cemetery:

- Digging of cemetery plots
 - The successful bidder will dig 54 plots in the cemetery and in an adjoining area
 - The plots must be dug with the following dimensions:

Request For Proposal
CITY OF IQALUIT REQUEST CITY OF IQALUIT
REQUEST FOR QUOTATION APEX

- 3.5 feet deep
- 4 feet wide
- 8 feet long
- There must be at least one foot in between each burial plot
- NOTE: the locations of the plots to be dug are shown in the diagram below
- Installing burial boxes, which are already built and supplied by the City
- Backfilling the plots – backfilling material (class A road gravel) to be supplied by the contractor
- Transporting the excavated material to the landfill
- Mandatory site visit required

Note: the Contractor is responsible for fixing any damages to the cemetery caused by work disruption from work related to this RFQ. The site must look materially as it did before work began, and the Contractor and City representative overseeing the project must agree to this in writing upon completion of the project.

OPTION 2 - IN-GROUND BURIAL

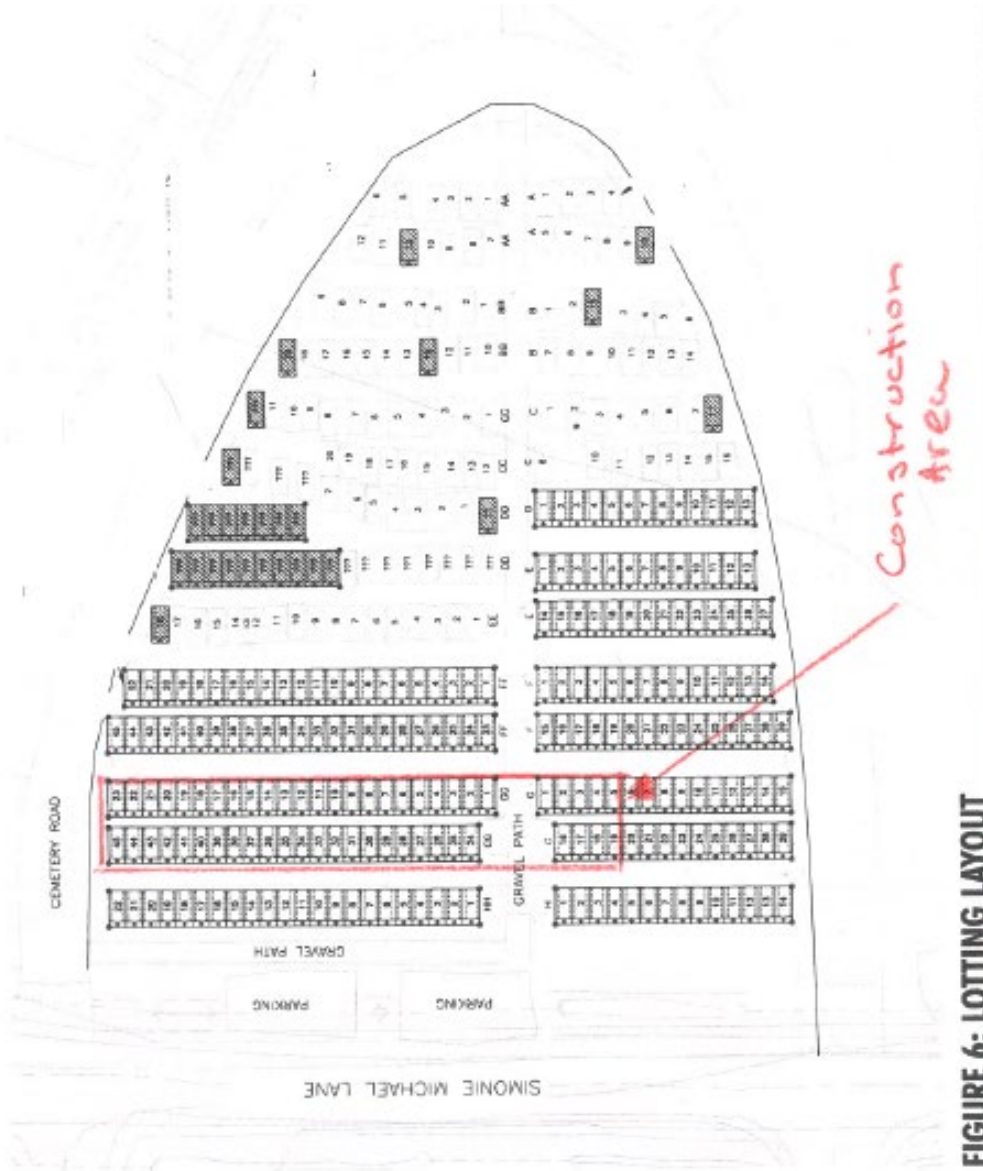


FIGURE 6: LOTTING LAYOUT
 IQALUIT APEX CEMETERY REMEDIATION



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APPENDIX A – COST SUBMISSION FORM

Date: _____

Project Name: Cemetery Grave Plots

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
GENERAL ITEMS					
1.0	Mobilization/Demobilization	1	LS	\$	\$
2.0	Digging of cemetery plots, installing burial boxes, backfilling the plots and transporting the excavated material to the landfill. Work described in section 7.0 Terms of Reference	54	EACH	\$	\$

Sub-Total: \$ _____

GST: \$ _____

TOTAL: \$ _____

END OF SECTION



Request For Proposal
 CITY OF IQALUIT REQUEST CITY OF IQALUIT
 REQUEST FOR QUOTATION APEX



APPENDIX B – LIST OF SUBCONTRACTORS

Re: Cemetery Grave Plots

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

Cemetery Grave Plots

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

TRADE SECTION	SUBCONTRACTOR COMPANY NAME

Add rows if required.

END OF SECTION



APPENDIX D – LABOUR AND EQUIPMENT RATES

Re: Bid for Cemetery Grave Plots

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

Cemetery Grave Plots
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**

- 1.
- 2.
- 3.
- 4.

Equipment **Rate**

- 1.
- 2.
- 3.
- 4.

Add more lines if required.

END OF SECTION