



**REQUEST FOR TENDER
FOR THE SUPPLY OF**

FLEET SUVs

BID CALL: January 16, 2023

BIDS DUE: January 30, 2023

2023-RFT-051



REQUEST FOR TENDER
SUPPLY OF FLEET SUVs



1.0 GENERAL

The City of Iqaluit is seeking tenders from qualified vendors for the supply of three (3) SUVs to the F.O.B point for transport to the City of Iqaluit by sealift. Goods required specification and mandatory checklists are outlined in Appendix B.

Vendors should examine the documents carefully. Failure to complete any clause, answer any question, provide information as requested, and return the Document MAY result in your offer being rejected as non-responsive. The City of Iqaluit reserves the right to reject any or all bids in response to the Request for tender (RFT). The City of Iqaluit reserves the right to accept bids that may not satisfy all mandatory checklists provided that the vendor provides details of the proposed alternative and the City finds the proposed alternative to be sufficient.

The project schedule is shown below. It is the City's preference to receive the vehicles on the first sailing. The cut-offs indicated in the table below are approximate only and it is the successful vendor's responsibility to ensure that the vehicles are delivered to the F.O.B. point prior to the deadlines listed by the sealift provider.

Milestone	Date
Issue RFT	January 16, 2023
Last Day for Inquiries	January 23, 2023, at 3:00 PM EST
RFT Submission Deadline	January 30, 2023, at 3:00 PM EST
Contract Award	February 28, 2023
First Sailing Terminal Cut-Off (tentative)	June 7, 2023
Second Sailing Terminal Cut-Off (tentative)	July 8, 2023
Third Sailing Terminal Cut-Off (tentative)	August 25, 2023

2.0 INSTRUCTIONS TO BIDDERS

2.1 Submission

- 2.1.1 Bidders must submit electronic (PDF) copies of their Bid(s) by email before 3:00 PM EST on January 30, 2023. Submissions are to be sent to:

Tami Adeleke
Project Officer of Engineering and Capital Projects
City of Iqaluit
t.adeleke@iqaluit.ca



REQUEST FOR TENDER
SUPPLY OF FLEET SUVs



- 2.1.2 Bidders shall submit a tender identifying the unit costs and total costs corresponding to the list of goods in Appendix B, as well as the Bid Form in Appendix C.
- 2.1.3 The final decision on whether to accept late Bids is at the City's discretion.
- 2.1.4 Incomplete Bids will not be accepted.
- 2.1.5 Bidders must provide unit pricing for each item, where applicable. In the event of a conflict or mathematical error, the unit prices shall govern. All prices bid must be in Canadian Dollars exclusive of GST. The City does not pay Provincial Sales Taxes (PST). Where unit prices are not provided for any of the line items, the Tender will be deemed not Responsive and will be disqualified.
- 2.1.6 Unless otherwise stated, equivalents to the items detailed in this document are acceptable. Where materials are required to conform to "Standards Specification" (e.g. CSA, CGSB, ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable but does not prevent bidders from offering alternative goods, nor does it preclude the City from considering or accepting alternatives.
- 2.1.7 Bidders should provide with the tender, documents that clearly show that the alternative(s) offered are equal or exceed the standards specified. The City, in its sole discretion reserves the right to accept or reject the alternative offered as responsive or not responsive as the case may be. Alternatives are only accepted if that option is given in Appendix B. If an alternative is proposed, it must be noted down.
- 2.1.8 The bidder warrants that its bid was submitted without collusion between itself and any other Bidder.
- 2.1.9 Bids will be reviewed for compliance. Bids that do not comply with the mandatory requirements of this tender may be considered non-compliant, solely at the City's discretion.
- 2.1.10 All bid prices shall remain valid for a period of sixty (60) days from the date of tender close.

2.2 Inquiries and Amendments

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

Jared Wright
Project Manager
jared.wright@colliersprojectleaders.com

- 2.2.2 The deadline for submitting inquiries is 3:00 PM EST on January 23, 2023.
- 2.2.3 The City reserves the right to make amendments to this RFT at any time prior to the closing date and time.

2.2.4 Verbal explanations or instructions are not binding.

2.3 Shipping and Handling

2.3.1 All prices must include any charges for packaging and shipping to the F.O.B point at the Port of Ste-Catherine, Quebec. The City will not accept separate additional charges. The bidder alone bears all responsibility to ensure it delivers the vehicles on time based on the sealift schedules available or as indicated in this RFT.

2.3.2 Delivery of goods must be made within the time and to the destination stipulated on the Bid Form in Appendix C.

2.3.3 The supplier must provide the following information to the marine transport company specified by the City, for each pallet, crate, skid, etc.: the gross shipping weight in kilograms, and the length, width and height in meters.

2.3.4 When items ordered for marine transport are not delivered to the F.O.B. point in accordance with the terms of the contract (e.g. by the required delivery date), the City will consider the supplier in default. The City may do any act as it deems necessary to rectify such default including refusal of the goods or making alternate arrangements and this cost will be borne by the contractor in full. It also should be noted that delivery of the goods to the marine carrier after the contract delivery date, but prior to sailing date, MAY result in higher marine shipping charges to the City. Any such amount shall be borne by the contractor in full.

2.3.5 The contractor shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the Transportation of Dangerous Goods Acts, (Canada), or the Transportation of Dangerous Goods Act (Nunavut), shall be properly packaged, labeled, and shipped in accordance with such Acts.

2.3.6 The Contractor must conform to all supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act (Nunavut) as amended if applicable.

2.4 Mandatory Requirements

2.4.1 Bidders must satisfy the mandatory requirements in this section when completing their tender submission.

2.4.2 Bidders shall respond to all Appendix B questions with selecting YES or NO or any other information required as prompted, including one checklist per vehicle.

2.4.3 Bidders shall be compliant with all requirements in Appendix B unless stated otherwise.

2.4.4 If an alternative is allowed, it must be to exceed the mandatory minimum requirement. Any alternatives proposed should be noted down in Appendix B next to the requirement.

If NO is answered and no alternative is made, then the submission will be considered incomplete and therefore non-compliant. If the alternative chosen is found not to exceed the minimum requirement, and the bidder is unable to provide the minimum requirement at no additional cost, then the submission will also be considered non-compliant.

2.4.5 Bidders shall submit a fully executed and unconditional Cost Submission Form, as per Appendix C which shall be comprehensive of all prompted sections required in the Appendix.

2.4.6 Bidders shall be compliant with all insurance and bond requirements in this RFT including providing a confirmation from their surety provider confirming that a bond will be issued upon award.

2.5 Financial Requirements

2.5.1 Submit a properly executed and unqualified Cost Submission Form, as per Appendix C. The financial submission will be fixed price and shall include all disbursements/expenses required to perform the work including shipping costs to the F.O.B. point.

2.5.2 Bidders shall respond to Appendix C Part 1 by filling out the indicated table.

2.5.3 Bidders shall respond to Appendix C Part 2 by filling out any addenda issued by the closing date.

2.5.4 Bidders shall respond to Appendix C Part 3 and Part 4 by filling out the indicated table.

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

2.5.6 Bidders shall comply with bonding confirmation requirements in this RFT and have such confirmation attached to their bid.

3.0 TERMS OF PAYMENT

3.1 Payment Instructions

3.1.1 The successful bidder shall be reimbursed on a milestone basis for milestones completed based on the table below and provided a surety bond is provided before the application to Milestone 1 is made. Payment must be submitted in the form of a progress payment invoice for milestones met.

Milestone #	Milestone	Payment Percentage
1	Vehicle(s) delivered to F.O.B. point	75%
2	Vehicle(s) received in Iqaluit & satisfactory inspection by the City	25%

- 3.1.2 The following shall be included in an application for payment:
- i. Approved previous progress claim (does not apply for first payment application);
 - ii. Invoice documents with backup information on status of procurement & delivery;
 - iii. Backup documentation for the progress claim showing that all milestone requirements have been met;
 - iv. All required valid insurances and/or surety bonds needed at the time of payment application.
- 3.1.3 The City shall not release monies for Payment Certificates until the bidder has provided all the supporting documentation needed above. The City shall determine if the supporting documentation provided are sufficient.
- 3.1.4 Surety Bond (Performance Bond): In order for the City to release the first milestone payment, the Contractor must have provided a valid surety performance bond with a validity period of 90 days from the anticipated arrival date of the vehicle(s) to the Port of Iqaluit. The Surety bond shall be the value of 50% of the bid price. The Surety bond must be electronically verifiable using a credible Canadian online surety service. The contractor should coordinate with the shipping company to work out the anticipated delivery date of the shipment to the City of Iqaluit. A letter from your surety provider should be included in your tender submission confirming that a bond will be issued upon this tender award.
- 3.1.5 The Contractor shall be fully responsible for the vehicles and/or equipment delivered up to the F.O.B point only. The Contractor should then ensure the delivery of vehicles and/or equipment are insured up to the F.O.B point, and proof of insurance should be provided prior to shipment and attached with the first payment milestone invoice. The costs of packaging ensuring the shipment up to the F.O.B point shall be included in the bidder's price.
- 3.1.6 Milestone Invoices shall be submitted to the Project Manager indicated below in electronic format and shall contain all supporting documentation listed above. Once received, the Project Manager will either recommend payment, or inform the bidder that the documentation is not sufficient notwithstanding the City's right to reject a payment recommendation from the Project Manager if it, at its sole discretion, finds that the submission lacks sufficient supporting documentation to proceed with payment.
- 3.1.7 Payment will be made in accordance to the General Terms & Conditions outlined in Appendix A.
- 3.1.8 Noncompliance with all documents within the requirements for invoicing, above and within Appendix A, shall invalidate the application and the Contractor must reapply for payment.
- 4.0 CONFLICT IN GC OR TENDER TERMS AND DISPUTES**
- 4.1 If a conflict, ambiguity or other discrepancy exists in the interpretation of the terms of tender and/or the General Terms and Conditions, the Bidder shall consider the more stringent obligation, duty and responsibility.



REQUEST FOR TENDER
SUPPLY OF FLEET SUVS



- 4.2 If a dispute shall arise, it shall be resolved with an Alternative Dispute Resolution Mechanism which shall include but not limited to mediation and binding arbitration governed by the law and venue in the City of Iqaluit or at a location deemed necessary by both parties in agreement.



Appendix A – General Terms and Conditions

Definitions

In this RFT, the following definitions shall apply:

“Contracting Authority” means the Executive Committee or its authorized designate;

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

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

“Contract” means a Service Contract or a Purchase Order entered into by the City with the Contractor

“Bidder” means an entity that submits a bid;

“Bid” or “Tender” or “Submission” means a bid submitted in response to this RFT;

“RFT” means request for tender;

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

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

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

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

For this contract, the F.O.B point is Ste-Catherine, Quebec on the south shore of Montreal. Prior arrangements to be made for port acceptance of vehicle.

**Delivery address is NSSI Transarctic Desgagnes
6565 Hebert Boulevard
Sainte-Catherine (Quebec) J5C 1B5**

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

Fax: (450) 635-5126

E-mail: info@transarctik.desgagnes.com

**The Delivery Terminal’s business hours are
Monday through Friday, from 8 a.m. to 12 p.m. and from 1 p.m. to 5 p.m**

1. All submitted tenders are valid and open for acceptance by the CITY for a period of ninety (90) days from the closing date and time.
2. Tenders shall be opened and evaluated as soon as practicable after the closing time.
3. Failure to complete any clause, answer any question, or submit and return every page of the Request for Tender may result in your Tender being rejected as non-responsive, the Tender determined to be lacking the responsibility to assure proper performance of any contract, or both.
4. The CITY does not accept any condition, reservation, customary or otherwise, subject to which the contractor may purport to sell, ship or deliver the goods other than those stated herein.
5. The lowest or any tender will not necessarily be accepted. The CITY reserves the right to cancel this RFT, in whole or in part, at any time and to re-issue same thereafter, for any reason whatsoever, without incurring any liability and no bidder will have any claim against the CITY as a consequence.
6. Bidders and their agents will not contact any member of the CITY with respect to this RFT other than the representatives named above at any time prior to the award of a contract or the cancellation of this RFT.
7. The submission will be evaluated based on unit price times the estimated quantity (or quantities) rather than total bid price if the quantity (or quantities) are explicitly stated as estimates only. Where there is discrepancy between the unit price and the total based on an estimated quantity, the unit price shall govern. The contract price will be based upon the actual quantity ordered by the purchase order, services request, count or measurement times the unit price tendered.
8. The CITY may terminate this contract at any time without penalty upon giving written notice to this effect to the contractor if, in the opinion of the Contracting Authority, the contractor is unable to deliver the products or goods as required, the contractor's performance of work is persistently faulty or in the event that the contractor becomes insolvent or commits an act of bankruptcy. This contract shall terminate as of the day for termination set out in the written notice and the contractor shall forthwith invoice the CITY for work performed to the date of termination.
9. This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
10. This contract supersedes all communications, negotiations and agreements, either written or oral, made prior to the date of the contract unless expressly referred to or adopted thereby.
11. Nothing contained herein shall create or shall be deemed to create the relationship of either employer and employee or principal and agent between the parties.

12. This contract shall endure to the benefit of and be binding on the respective administrators, executors, successors and assigns of each of the parties hereto.
13. Any clarification of or amendment or alteration to any term or condition of the contract can be made by the Contracting Authority and no one else.
14. The Contracting Authority may delegate any of his/her authority and undertaking pursuant to this contract to any other manager, officer, employee or agent of the CITY.
15. The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
16. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event of any particular provision or provisions or a part of one is found to be void, or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force at the sole discretion of the CITY alone.
17. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
18. This contract may not be assigned or subcontracted by the contractor, either in whole or in part, without the prior written agreement of the CITY.
19. It is acknowledged that in the case of certain contracts, it is obvious that certain portions of the goods might only be obtained by the contractor from a third party and in such an instance it shall not be considered to be subcontracted for the purpose of this article.
20. Delivery of the goods required must be made within the time and manner stipulated in the contract documents.
21. The contractor will be responsible for obtaining all permissions, rights or licenses from all agencies, levels of government and/or government departments which may be necessary or required by any law in order for the contractor to carry out the terms of the contract.
22. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications, drawings, plans or samples specified in this Contract.
23. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at the Supplier's sole expense if they are found to be not acceptable to the CITY, or not in accordance with the specifications of this Contract, and shall be returned to the Supplier.

24. The contractor warrants that all materials delivered are free from defects and conform to the specifications, drawings and samples specified by the Contract Authority; that this warranty shall survive any inspection, delivery, acceptance, or payment made by the Contract Authority of or for the materials and the purchaser may reject and return, at the risk and expense of the contractor, any materials which are defective or do not comply with the said specifications, drawings and samples.
25. In addition to its rights under this Contract, the CITY specifically reserves the following rights:
 - a) to deduct or set off any monies owed or due to the CITY from any monies owed to the Supplier under this or any other contract.
 - b) to do any act the CITY deems necessary to remedy or rectify any failure of the Supplier to perform its obligations under this Contract, and to set off the costs of such remedy or rectification from any monies owed to the Supplier under this or any other contract;
26. The Contractor shall be fully responsible for the vehicles and/or equipment delivered up to the F.O.B. point.
27. The reference numbers on contracts must be clearly shown on all invoices, packing slips, express receipts, Bills of Lading, and on all packing cases and each separate piece of material, as well as all relevant correspondence.
28. The contractor shall indemnify and hold harmless, the CITY, its officers, employees, servants and agents, from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under the contract, including an infringement or an alleged infringement of a patent or invention or any kind of intellectual property. The indemnities given by the contractor shall survive the termination of the contract.
29. The contractor shall be liable to the CITY for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the contractor's control.
30. All information obtained from or concerning any department of the CITY or clients of any department of the CITY by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY and in the possession of or under the control of the contractor. This clause shall remain in effect, notwithstanding the termination of any contract.
31. Payment: Provided all terms and conditions on the part of the Contractor have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the

invoice with all required supporting documentation, or in the case of Milestone 2, thirty (30) calendar days after delivery of the goods to the F.O.B. point, whichever is later.

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

End of Appendix A

Appendix B – Vehicle Specifications

The list below is based on required minimum specifications for each good. The City has the right to reject alternatives at its sole discretion. Bidders are therefore encouraged to bid on the equipment being specified.

Note: Some features/accessories may not be available as factory options or standard equipment and must be supplied and installed by the dealer separately. These costs are to be included in the tender. All vehicles must be supplied with all related equipment manuals and warranty information/schedules.

Please answer YES or NO to each requirement listed below. If the requirement could not be met, please specify the alternative proposed.

Vehicle 1

Grouping	Item	Requirement	Requirement met (yes/no)	Proposed alternative (if requirement not met)
Configuration	Make	Ford		
	Model	Escape Active or Escape SE		
	Year	2022 or newer		
	Mileage	Less than 15,000km		
	Body color	Oxford white (preferred) Atlas blue metallic (if oxford white unavailable)		
Powertrain	Engine	1.5L EcoBoost with auto start-stop technology		
	Drive	All-wheel drive		
Packages	Equipment group	200A		
	Packages	Cold weather package, must include 1000W 120V externally mounted immersion type block heater c/w standard 3-prong grounded cord		
Exterior	Wheels	Aluminium (black)		
	Tires	All-terrain tires		
	Liftgate	Power		
	Sideview mirrors	Heated		
	Mini spare tire	Included		
	Remote start system	Included		

	Rear parking sensors	Included		
	Wipers	Arctic grade winter windshield wipers		
Interior	Seating	Cloth, ebony black		
	Floor liners	Heavy duty front and rear		
	Front seats	Both heated, 8-way power driver seat		
	Steering wheel	Heated		
	Radio	AM/FM stereo with 6 speakers and SYNC 4		
	Fire extinguisher	Included, mounted		

End of Appendix B



REQUEST FOR TENDER
SUPPLY OF FLEET SUVS



Appendix C – Bid Form

Bidder Name: _____

Part 1: Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.

Full Legal Name of Bidder:
Any Other Relevant Name under Which the Bidder Carries on Business:
Street Address:
City, Province/State:
Postal Code:
Phone Number:
Fax Number:
Company Website (If Any):
Bidder Contact Person and Title:
Bidder Contact Phone:
Bidder Contact Facsimile:
Bidder Contact E-mail:

Part 2: Addenda

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

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



REQUEST FOR TENDER
SUPPLY OF FLEET SUVS



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

Part 3: Cost Submission Form

The unit cost for each good is to be provided by the bidder. The total cost for each good is to be provided by each bidder by multiplying the unit cost by the quantity. All costs are to be in Canadian Dollars before taxes (5% GST).

Item	Unit Cost	Quantity	Total Cost (excl. GST) (\$)
Supply of Vehicle 1	\$	3	\$
Shipping of Vehicle 1 to F.O.B. point in time for 2023 sealift to Iqaluit	\$	3	\$
Total			\$

Part 4: Delivery Date

Vehicles must be delivered to the F.O.B. point no later than before the third sealift to Iqaluit, as indicated in the schedule in section 1.0 of this RFT. It is the City's preference to receive the vehicles by the first sealift sailing. The bidder guarantees that the vehicles can be secured and delivered to the F.O.B. point by:

Item	Date
Vehicle 1	

End of Appendix C

End of RFT