



## GOVERNMENT OF NUNAVUT Request for Tenders

### As & When Inspections & Maintenance

Project Number: 257398

Project Name: As & When Snow Removal

Project Location: Kugluktuk, NU

Reference Number: RFT #257398

RFT Issue Date: March 11th, 2016

RFT Closing Date: March 28th, 2016



# REQUEST FOR TENDERS

## Instructions to Bidders

Reference Number 257398

(please refer to this number when making inquiries)

**DEFINITIONS:** For the purposes of this Request for Tenders process

- i) **“Bid”** or **“Offer”** means a Signed offer by a Bidder, to provide the services requested by the GN in this Request for Tenders (RFT) at the prices and with the equipment, facilities and qualified labour as submitted by the Bidder on the Bid Forms provided herein, which will be subject to evaluation and acceptance by the Buyer under the terms and conditions in these Instructions to Bidders.
- ii) **“Bidder”** means any legal entity in the business of supplying construction related or general trade contractor services who may submit, or has submitted, a bid in response to this RFT;
- iii) **“Buyer”** means the representative, authorized by the Contracting Authority, to request Tenders and issue a contract on behalf of the GN;
- iv) **“Contract”** or **“Agreement”** means the Signed agreement between the GN and the successful Bidder for the work set out in the Technical Specifications which may result from this RFT. It will include the accepted Bid, the Tender Forms and Contract documents listed on the Bid Form, any addenda issued prior to closing, and any other limited modifications or clarifications as may be mutually agreed to between the GN and the Bidder as a result of this RFT, and shall only take effect once Signed by the Owner and issued to the successful Bidder (Contractor) with a formal contract award notice.
- v) **“Contracting Authority”** means the Minister of the Department of Community and Government Services within the Government of Nunavut (GN);
- vi) **“Contractor”**, in relation to the Contract, means the legal entity Bidder who is Responsible, and who has submitted the bid that is Responsive (compliant), and after application of the NNI Policy is lower than that of any other Responsible and Responsive Bidder, and has been formally awarded the Signed Contract with the Owner as a result of its Bid having been accepted.
- vii) **“GN”** or **“Owner”** in the case of this RFT means the Government of Nunavut as represented by the Contracting Authority; and in the case of the Contract means the Government of Nunavut as represented by the Minister of the Department of Community and Government Services.
- viii) **“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;
- ix) **“Responsive”** means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT, and is also referred to as “compliant” or “compliance”;
- x) **“Signed”** means a signature that has been physically hand written on the Bid Form by the person authorized to sign contracts on behalf of the Bidder. The signature on the bid can be scanned and uploaded via the Nunavut Tenders Bid Box, faxed or hand delivered. For the purposes of the Nunavut Tenders Bid Box, the signature cannot be a stamp or a digital signature or any form of signature such as one created in Adobe for signing Adobe files. **Failure to comply with this requirement will result in the bid being disqualified.**

### BID SUBMISSION

1. **Bids received after the date and time established as the deadline for the receipt of bids will be considered late and will be rejected.**
2. **Incomplete, improperly signed, or misdirected Bids will not be accepted.**
3. **Bids submissions will only be received by hand delivery, fax transmission, or via the Nunavut Tenders “Bid Box”.**
4. **If submitting by hand, deliver the bid to the office location and Procurement Officer identified on the Bid Form.**
5. **If submitting by fax, fax the bid to the fax number shown on the Bid Form. Faxed bids shall also comply with the following conditions:**
  - a) Transmissions must be sent only to the fax number identified in the Bid Form.
  - b) Transmissions must be received in their entirety on or before the exact time and date fixed for the receipt of quotes. For greater clarity, ‘received in its entirety’ means that all pages of the tender submission must be fully printed by the receiving fax machine on or before the stated closing date and time, and such tender submissions will not be considered received until all pages of the fax transmission are completely printed.
  - c) It is the Bidder’s sole responsibility to confirm with the Buyer that the transmission has been received in its entirety on or before the closing time.
  - d) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their bid, the Bidder waives any legal claim of confidentiality against the GN.



# REQUEST FOR TENDERS

## Instructions to Bidders

Reference Number 257398

(please refer to this number when making inquiries)

- e) The GN shall not be held liable for any claim, demand or other actions for any reason should a facsimile transmission be illegible, garbled, incomplete, interrupted, not received in its entirety, received after stated closing time and date, received by any fax machine other than the one stated herein, or for any other reasons or risks associated with faxing tenders.
6. **If submitting online via the Nunavut Tenders “Bid Box” site (C), online submission of bids is subject to the terms and conditions of the Nunavut Tenders website in addition to the conditions provided herein.** By using the Bid Box, Bidders are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
  - a) The GN shall not be held liable for any claim, demand or other actions for any reason should an online submission be illegible, garbled, incomplete, interrupted, not received in its entirety, uploaded after stated closing time and date, uploaded to a Reference Number other than the one indicated herein, or for any other reasons or risks associated with online tenders.
  - b) For greater clarity, bids submitted online must be properly Signed. Failure to comply with the correct signature requirements will render the bid non-compliant.

**7. Due to limited bandwidth, file size restrictions and connectivity interruptions, Bids submitted by e-mail will not be accepted under any circumstances, and will be rejected as misdirected Tenders.**

8. ***If you wish to receive bid adjustments permitted by the NNI Policy, complete and submit Appendix B (the NNI Bid Adjustments Form) as part of your Bid.*** Use actual bid pricing on this form. This will include goods, services and labour provided by the Bidder ("own forces"), goods and services including labour provided by any other sub-contractor, and goods provided by suppliers. The GN will calculate the bid adjustments in accordance with the evaluation and award provisions herein. **For greater certainty, if you do not submit Appendix B, your bid will be evaluated, but you will not receive any bid adjustments. If the total price bid on Appendix B differs from the price submitted on the Bid Form, or if the pricing on Appendix B contains mathematical errors, your bid will be evaluated, but you will not receive any bid adjustments.**
9. **Failure to submit an NNI Bid Adjustments Form will not alleviate the successful Bidder's obligation to provide Inuit Labour. For greater clarity, the Inuit Labour Requirement set out in Appendix C will remain a contractual obligation.**

**10. The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Policy Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, Bidders may rely on the websites on the date of preparing their Bid, and the evaluation may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Policy in evaluating Bids. Accordingly, for the purposes of ensuring the correct bid adjustments are applied, Bidders should indicate the NNI and, or, NTI Registration Numbers on all Bid Forms along with the company names.**

### ASKING QUESTIONS ABOUT THE TENDER AND CONTRACT DOCUMENTS

11. THE BUYER IDENTIFIED ON THE BID FORM IS THE ONLY PERSON AUTHORIZED TO ANSWER QUESTIONS ABOUT THIS RFT.
12. Questions regarding this RFT should be in writing and received by the Buyer at least 5 working days before the Bid submission deadline (closing date and time). A response to any question received after this cut-off deadline cannot be guaranteed.

**13. No site visit will be organized or permitted within 3 days before the Bid submission deadline.**

14. Questions regarding modifications to the Contract terms and conditions shall be in writing and submitted at least 5 working days prior to the Bid submission deadline, and the GN may respond by way of addendum. Subject to any provision governing amendments to the Contract, modifications to the Contract terms and conditions will not be entertained post award.
15. Verbal responses to any question, whether by the Buyer or any other person, shall not be relied upon by the Bidder and shall not be binding on the Buyer or GN. Verbal communications are discouraged, cannot be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the contact person identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFT or any ensuing contract. The GN will accept no liability for any losses, damages or claims by an unsuccessful proponent who has relied on verbal information or communication from any other party, including our client.

### GN CHANGES TO THE TENDER AND CONTRACT DOCUMENTS (ADDENDA)

16. The GN reserves the right to make any change amendment or clarification to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time.



# REQUEST FOR TENDERS

## Instructions to Bidders

Reference Number 257398

(please refer to this number when making inquiries)

17. In the event of changes to the RFT, the Buyer will formally amend the RFT documents by way of an addendum, or other reasonable means, as soon as practically possible and at least no later than one (1) working day prior to the tender closing date and time. Notwithstanding the foregoing, in the event of inclement weather, the GN may extend the tender closing date on the day of closing.
18. If an addendum is issued, it will be posted on the Nunavut Tenders website (<http://www.nunavuttenders.ca>). Bidders who are registered and obtained the RFT document from the Nunavut Tenders website will receive an automatic e-mail notification from “no-reply@nunavuttenders.ca” that an addendum has been posted. Such Bidders will be required to go to the website and download the addendum. Bidders not registered to the Nunavut Tenders website assume all risks of not receiving addenda.
19. Bidders not included in the Bidders List on the Nunavut Tenders website will not receive addenda directly from the Buyer or Contract Authority.
20. **Bidders should acknowledge receipt of addenda on the Tender Form.**

**21. BIDDERS SHALL NOT MODIFY TENDER FORMS. CHANGES TO BID AND TENDER FORMS WILL RESULT IN DISQUALIFICATION OF THE BID.**

### **BIDDER CHANGES TO A SUBMITTED BID (AMENDMENT)**

22. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after.
23. Bid amendments should indicate the bidder’s name, address, tender reference number and the increase or reduction amount of the tender; or other applicable changes in such a manner that the total estimated Bid price is not revealed.

**24. Bid amendments shall be Signed by the person authorized to sign the Tender on behalf of the Bidder.**

25. Amendments may be hand delivered, submitted by fax or submitted online in accordance with the provisions of the submission rules above.
26. If amending a bid online, the Bidder may upload a Bid amendment identified as a Bid amendment, or the Bidder may upload a new Bid identified as a Revised Bid. The submission last uploaded by the Bidder will be deemed the official Bid.

### **BID EVALUATION – RESPONSIVE AND RESPONSIBLE**

27. Bids shall remain valid, irrevocable and open for acceptance by the GN for a period of 90 days.
28. Bids shall be opened as soon as practicable after the stated closing date and time. Bids may be opened at a public opening in which only the Bidder’s name and price, amendments, and where applicable, bid security will be announced. Thereafter, Bids will be evaluated based upon the price, the responsiveness of the tender, the responsibility of the Bidder, and application of the GN’s NNI Policy.

**29. The Bid will be evaluated based on the unit prices and estimated quantities rather than the total estimated contract price; therefore, the bidder shall complete and submit the Unit Pricing Table. Unit Prices and Estimated Quantities shall govern. In the event of a calculation error in the Extended Price or Total Estimated Contract value, the total Bid price shall be based upon the re-calculated math. (Unit Price x Estimated Quantity).**

**30. Bid Security is not required with Tenders under \$250,000.00. However, if a Bid in excess of \$250,000 is acceptable, the successful Bidder may be required to furnish contract security in a form and amount prescribed by the Owner as a condition of contract award.**

31. The lowest or any tender may not necessarily be accepted. If a Contract is to be awarded as a result of this RFT, it will be awarded to a Responsive Bidder who is Responsible, and has submitted a bid that after application of price adjustments permitted by the NNI Policy, is lower than that of any other Bidder. ‘Responsive’ means compliant in all material respects. ‘Responsible’ means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
32. The GN reserves the right to accept or waive any minor informality or minor non-compliance with these Instructions to Bidders or other requirements; however, a substantial or material non-compliance shall not be waived. A substantial requirement is indicated by “shall” or “must”. A minor requirement is indicated by “should” or “may”.
33. The GN reserves the option of requesting complete details of the Bidder’s qualifications and service capabilities. Failure to provide information sufficient to satisfy the requirements of this RFT may result in the Bidder bid being deemed ‘Not Responsible’ and disqualified from further consideration.



# REQUEST FOR TENDERS

## Instructions to Bidders

Reference Number 257398

(please refer to this number when making inquiries)

34. A Bidder found to be lacking the responsibility or capability to assure proper performance of the Contract, or delivery of the services, may be deemed 'Not Responsible' by the Contracting Authority for the purposes of this RFT. A Bidder who has defaulted on a contract for similar services within the last twelve (12) months may also be deemed Not Responsible by the Contracting Authority and prohibited from future RFTs until such time as the Bidder can satisfy the GN that it has corrected all documented deficiencies and grievances against it. Furthermore, if successful on future tenders, such a Bidder may be required to furnish bid security with future tenders and contract security on resulting contracts until the GN is satisfied that the Bidder is fully Responsible.

### BID EVALUATION – NNI BID ADJUSTMENTS

35. One of the priorities of the GN is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in GN contracts; therefore, the NNI Policy applies to this RFT.
36. The NNI Policy permits Nunavut, Inuit and Local adjustments to the bid amounts of companies listed in the GN's NNI Registry ([www.nni.gov.nu.ca/search](http://www.nni.gov.nu.ca/search)) or in the NTI Inuit Firm Database (<http://inuitfirm.tunnngavik.com/search-the-registry/>). The maximum adjustment for cost inputs is 21%.
37. ONLY A RESPONSIVE AND RESPONSIBLE BIDDER SHALL BE ENTITLED TO NNI ADJUSTMENTS, provided that Appendix B has been completed and submitted with the Bid. For greater clarity, if Appendix B has not been submitted, or if the total price bid on Appendix B differs from the price submitted on the Bid Form, or if the pricing on Appendix B contains mathematical errors, bid adjustments will be denied.
38. The GN reserves the right to request clarification or additional information of the amounts claimed below and failure to provide such information may result in the Bidder not receiving the adjustment.
39. The GN reserves the right to make adjustments to a Bid after closing in accordance with the NNI Policy by taking into account any information that will assist it in doing so, including by taking into account information obtained from the NNI Nunavut Business Registry maintained by the NNI Secretariat and the Inuit Firms Registry maintained by the NTI. For greater certainty, if the GN determines that a bidder should, or should not, receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation of the bid accordingly.

### CONTRACT AWARD

40. It is a condition of this RFT that any resulting contract award hereunder is subject to section 46 of the Financial Administration Act, as amended, which provides as follows:
- "It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."*
41. If a Contract ensues from this RFT, it will be issued to the successful Bidder upon provision of satisfactory insurance coverage in accordance with Appendix A and following signature by the GN's contracting authority. The successful Bidder and the GN shall not acquire any legal or equitable rights or privileges under any ensuing Contract until it is Signed by both parties and formally awarded.
42. If a contract is awarded as a result of this RFT, it will be governed by the laws of Nunavut; therefore, the successful Bidder shall be required to comply with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, shall at its sole expense comply with all unemployment insurance, Worker's Safety and Compensation, Labour Standards including requirements of the Labour Standards Board, income tax, Nunavut Payroll Tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.
- If the Bidder is a new business in Nunavut, it will be required to register its business with the Workers Safety and Compensation Commission (WSCC) prior to undertaking any work or services in Nunavut. For greater clarity, Nunavut does not have any reciprocity agreements with other provincial and territorial workers safety and compensation commissions. The GN may check with the WSCC prior to awarding a contract to ensure that the successful Bidder is in compliance with the *Workers Compensation Act*. For more information, please call Employer Services at (867) 979-8500 or toll free at 1 877 404 4407, or visit the website's (<http://www.wscc.nt.ca/Pages/default.aspx>) *Registering A Business* page.
  - If the Bidder is a new business in Nunavut, it will be required to comply with the *Business Corporations Act* and other applicable legislation governing the conducting of business in Nunavut. The GN will check with its Corporate Registries branch in the Department of Justice, prior to the awarding of a contract, to ensure that the successful Bidder is in compliance with the legislation. It will be a condition of contract award, that the successful Bidder register its business with the GN's Department of Justice's Legal Registries Division prior to a formal contract award or





(Please refer to this number when making inquiries)

**Issue Date:** March 11, 2016

**Closing Date & Time:** March 28, 2016 16:00

***A Public Tender Opening will be held at 10:00 AM on the day after closing.***

<p><b>Government of Nunavut</b>  <b>Community &amp; Government Services</b>  <b>Purchasing, Logistics &amp; Contract Support</b>  <b>3<sup>rd</sup> Floor W. G. Brown Building</b>  <b>Iqaluit, NU X0A 0H0</b>  <b>Fax Number: (867) 975-5450</b></p> <p><b>Buyer:</b> <u>Eetuk Groves</u></p> <p><b>Phone:</b> <u>867-975-5433</u></p> <p><b>E-mail:</b> <u>egroves@gov.nu.ca</u></p>	<p><b>Bidder's Name and Address (FILL IN OR STAMP):</b></p> <div style="border: 1px solid black; height: 50px; width: 100%;"></div> <p><b>NNI Registration #</b> _____ <b>NTI Registration #</b> _____</p> <p><b>Bidder's Authorized Representative (Print):</b></p> <p><b>Name and Title:</b> _____</p> <p><b>Phone Number:</b> _____</p> <p><b>E-mail:</b> _____</p>
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**As & When Snow Removal, Kugluktuk, Nunavut**

**The deadline for completion of all work under this contract is on or before: **March 31, 2017****

**Work under this contract consists of, but is not necessarily limited to, the work set out in the Scope of Work. The Tender and Contract documents form the general intent of the work, and consist of the following:**

1. Instructions to Bidders – 5 pages
  2. Bid Form /Contract Signature Page – 1 page
  3. Bid Form Continued – Supplementary Instructions to Bidders – 2 pages
  4. Unit Price Table – 1 page
  5. Bid Submission Form – 1 page
  6. Appendix A – Contract Terms and Conditions – 3 pages
  7. Appendix B – NNI Adjustments Form – 1 page (Bidder to fill out and submit with Bid)
  8. Appendix C – Contractor's Obligation to Provide Inuit Content – 2 pages
  9. Appendix D – Employment Report – 1 page
- Continued Next Page...*

**BIDDER'S OFFER AND ACKNOWLEDGEMENTS**

The Bidder hereby covenants and agrees to, on or before the completion deadline set out herein for all work under this contract, execute and complete the work described herein in a professional and competent manner, in accordance with the terms and conditions described herein, and for the total bid price (in numbers only) of: \$ \_\_\_\_\_.

1. **The Bidder acknowledges receipt of Addenda # \_\_\_\_\_ to # \_\_\_\_\_ issued with this RFT, and agrees they will be incorporated into the resulting Contract if this Tender is accepted.**
2. Total bid price is an estimate only based on the volumes estimated by the GN and the Bidder's unit pricing. The volumes provided in the Estimated Quantity column on the Unit Pricing Table are estimates only and are made in good faith. **For greater certainty, the Government of Nunavut is not bound by such estimates and the actual work to be performed and paid for is limited solely to that specifically requested by the Government of Nunavut.** Similar work not provided for in the description of services required will not form part of this contract.
3. Prices are in Canadian funds and do not include GST. Pricing includes all wages, allowances, supervision, workers safety and compensation insurance, comprehensive general liability and other necessary insurance, and all statutory charges, profit, overhead, office materials, supplies and equipment, local and non-local transportation, and any charges associated with providing the service after normal business hours, and where applicable, and the Bidder's contingency allowance.
4. Should the Bidder be found to be lacking the responsibility or capability to assure proper performance of the Work, it may be deemed 'Not Responsible' by a GN Contracting Authority for the purposes of this RFT, and this bid may be rejected.
5. If awarded the ensuing Contract, should the Contractor default on the delivery of the Work prior to the deadline established for completion of the Work, the Contractor may be deemed 'Not Responsible' by the Contracting Authority and prohibited from bidding on future RFTs for similar works until such time as the Contractor can satisfy the GN that it has corrected all documented deficiencies and grievances against it.
6. **The Bidder warrants that this bid is submitted without collusion between itself and any other Bidder.**
7. **I/WE HAVE READ AND UNDERSTAND THE TENDER AND CONTRACT DOCUMENTS AND HEREBY ACKNOWLEDGE AND AGREE THAT BY SUBMITTING A BID, WE ARE AGREEING TO ALL TERMS OF THE TENDER AND CONTRACT DOCUMENTS, AND WILL SIGN AND ABIDE BY THE TERMS AND CONDITIONS OF THE CONTRACT SHOULD OUR BID BE SUCCESSFUL.**

**Signature of Bidder's Authorized Representative (Signature MUST BE SIGNED BY HAND and NOT by digital, electronic or stamp).**

**GOVERNMENT OF NUNAVUT (OWNER) ACCEPTANCE**

<b>Government of Nunavut Authorized Signature</b>	<b>Title</b>	<b>Date</b>

**Issue Date:** March 11, 2016**Closing Date & Time:** March 28, 2016 16:00***A Public Tender Opening will be held at 10:00 AM on the day after closing.*****List of Tender and Contract Documents Continued...**

10. Appendix E – Supplementary Terms and Conditions for As & When Maintenance and Unit Price Contracts – 2 pages
11. Appendix F – Description of Work – 3 pages
12. Appendix G – Equipment List – 1 page (Bidder to complete and submit with Bid)
13. Appendix H – Trades Qualifications – 1 page (Bidder to complete and submit with Bid)
14. Appendix I – Unit Monthly Pricing Form – 1 page
15. Appendix J – Snow Removal Log – 1 page

**SUPPLEMENTARY INSTRUCTIONS TO BIDDERS****Instructions to Bidders and Bid Forms**

Carefully read and follow the Instructions to Bidders and the instructions on all Appendices. Failure to follow instructions may result in the tender being rejected. For greater clarity, “shall” indicates a mandatory requirement which owner does not have discretion to waive; strict compliance is required. “Should” indicates owner has discretion to waive a minor irregularity or non-compliance.

**Bidder’s Offer and Acknowledgements**

Carefully read the entire RFT and Contract documents. Fill out the Bidder’s Offer section with the total contract amount arrived at on the Unit Price Table and sign the bottom of the Bid Form/Contract Signature Page for Bidder’s Authorized Signature. Refer to the Instructions to Bidders for instructions regarding the specific requirements for signatures on Bids. All work provided for in the Contract Documents must be completed on or before the deadline for completion set out in the Bid Form/Contract Signature Page, and the overall cost of the contract must comply with the costs set out in the Unit Price Table. Failure to complete contracts on time and on budget may result in a poor performance rating on future tenders.

**Unit Pricing Table(s)**

Carefully read the entire RFT and Contract documents. Fill out the Unit Price Table(s) with pricing for the units and quantities of work. **DO NOT INCLUDE TRAVEL ESTIMATES IN THE UNIT PRICING. TRAVEL WILL BE REIMBURSED ACCORDING TO APPENDIX E IF IT IS REQUIRED.** Questions about the estimated quantities for unplanned/unscheduled work, for which the Hourly Rate and Appendix E apply, should be brought to the attention of the Buyer prior to the RFT closing date and time.

**Bid Submission Form**

This form is not a mandatory requirement; however, Bidders should fill it out and submit it to identify their legal capacity to carry on business in Nunavut. Refer to the Contract Award provisions in the Instructions to Bidders.

**Appendix A – Contract Terms & Conditions**

These are the general terms and conditions of the contract resulting from this RFT. These terms and conditions govern the relationship between the GN and the successful bidder during the performance of the work. Questions regarding the contract terms and conditions must be received in writing prior to the RFT closing date. Refer to the Instructions to Bidders for deadlines. The successful Bidder will be required to become familiar with Appendix A.

**Appendix B - Nunavut Naminiaqtunik Ikajuti (NNI Policy) Incentives Form (for Bid Adjustments)**

In order to receive any bid adjustments permitted by the NNI Policy, complete and submit Appendix B with your tender. Carefully follow the instructions when filling out the form. If you have any questions, contact the Buyer identified on the Bid Form/Contract Signature Page. Refer to the Instructions to Bidders for more information.

**Appendix C - Contractor's Obligation to provide Inuit Content**

**In order to receive an Inuit Labour Bonus payment permitted by the NNI Policy, the successful Bidder will be required to exceed the minimum mandatory requirement for Inuit Labour** set out in Appendix C. Concerns about the percent requirement for Inuit Labour should be brought up to the attention of the Buyer before the closing date and time. If the percentage level of Inuit Labour identified on Appendix B is lower than the minimum requirement, or if the Appendix B form is not submitted, the lowest responsive and responsible bidder eligible for a contract award will be required to agree in writing to meet the minimum Inuit Labour requirement in the performance of the contract.

**Appendix D - Employment Report**

This form is not required with the Bid. This form must be submitted by the Contractor with invoice(s) for the work. The GN uses this form to monitor the Contractor's Inuit Labour achievements and will use this data in assessing whether the Contractor is entitled to receive an Inuit Labour Bonus on completion of the work. The contractor will have to list all employees who do work under this contract including their Inuit or Non-Inuit status. Failure to submit this information will result in a potential Inuit Labour Bonus being denied.



**Issue Date:** March 11, 2016**Closing Date & Time:** March 28, 2016 16:00***A Public Tender Opening will be held at 10:00 AM on the day after closing.*****Appendix E - Supplementary terms & Conditions for AS & When/Unit Contracts**

These contractual terms and conditions apply to work done on an As & When Required basis (e.g., unplanned and unscheduled work that is requested by Work Order). This additional work is paid for by the hourly rate specified in the Unit Pricing Table. These Supplementary Terms do not apply to scheduled inspection work.

**Appendix F - Description of Work**

This Appendix sets out what the work is about and what the Contractor has to do. It also provides contractual terms and conditions in addition to Appendix A. Bidders should read this section carefully and bring any questions about the scope of work to the attention of the Buyer identified on the Bid Form/Contract Signature Page. If any changes or clarifications are required, they should be requested before the Tender closing date and time. See the Instructions to Bidders for instructions and deadlines for asking questions and making enquiries.

**Appendix G - Equipment List**

This Appendix should be filled out and submitted with the Tender. Read the instructions on the Appendix carefully and list all equipment that will be used in carrying out the services required under the contract. This information would be needed for the GN to determine the Bidder's capability to provide the equipment needed to carry out the contract services.

**Appendix H – Trades Qualifications**

This Appendix is not mandatory but should be completed and submitted with the bid. This form is used to list the people that will be doing the work on the Contract. In some trades, trades people working in Nunavut must be registered with the Department of Community and Government Services to carry out services in Nunavut. Where legislation requires that the work is to be done by Journeyman or ticketed trades people, the bidder will also have to include appropriately qualified and certified personnel, and to provide the certificate, and, Provincial or Territorial registration numbers. Bidders should also indicate the Inuit or Nunavut status of the person named in the Appendix. Where required by applicable law in Nunavut, certificates will be required on Contract award.

**Appendix I – Unit Monthly Pricing Form**

Carefully read the entire RFT and Contract documents. Fill out the Unit Price Table(s) with pricing for the units and quantities of work. **DO NOT INCLUDE TRAVEL ESTIMATES IN THE UNIT PRICING. TRAVEL WILL BE REIMBURSED ACCORDING TO APPENDIX E IF IT IS REQUIRED.** Questions about the estimated quantities for unplanned/unscheduled work, for which the Hourly Rate and Appendix E apply, should be brought to the attention of the Buyer prior to the RFT closing date and time.

**Appendix J – Snow Removal Log**

This form is not required with the Bid. This form must be submitted by the Contractor with invoice(s) for the work.



**Unit Pricing Table**

(Please refer to this number when making inquiries)

**Issue Date:** March 11, 2016 **Closing Date & Time:** March 28, 2016 16:00

*A Public Tender Opening will be held at 10:00 AM on the day after closing.*

The Bidder hereby covenants and agrees to execute and complete the work described herein in a professional and competent manner for the following pricing. Pricing includes all wages, allowances, supervision, workers safety and compensation insurance, comprehensive general liability and other necessary insurance, and all statutory charges, profit, overhead, office materials, supplies and equipment, local transportation, and any charges associated with providing the service after normal business hours, and where applicable, and the Bidder's contingency allowance.

Description	Unit of Payment	Estimated Quantity	Unit Price	Extended Price (Estimated Quantity x Unit Price)
1. Bidder is to fill out unit pricing form Appendix I and insert overall price in the Total Estimated Price line below on this form.				

for a total estimated bid price (in numbers only) of (sum of extended prices above): \$ \_\_\_\_\_



**REQUEST FOR TENDERS**

**Bid Submission Form**

**Reference Number** 257398

(Please refer to this number when making inquiries)

*The following information should be provided by Bidders wishing to have their Bid evaluated. If the successful Bidder is not legally registered with the Government of Nunavut's Department of Justice, Legal Registries Division, in order to legally do business in Nunavut, then the successful Bidder will be required to register with Nunavut Legal Registries prior to a contract being awarded.*

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**Please indicate yes or no if the entity submitting the Bid is an Incorporated Company:** \_\_\_\_\_

**Is the company registered to do business in Nunavut? (Y/N)** \_\_\_\_\_

**The company registered in (indicate province/territory):** \_\_\_\_\_

**Is the company extra-territorially registered in Nunavut? (Y/N)** \_\_\_\_\_

**Registration Number(s):** \_\_\_\_\_

**AUTHORIZED PERSON(S) – (PLEASE PRINT NAME(S) & TITLE(S):**  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED SIGNATURE(S):** \_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED CONTACT PERSON:** \_\_\_\_\_

**AUTHORIZED PROJECT MANAGER:** \_\_\_\_\_

**AUTHORIZED SITE SUPERINTENDENT:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI POLICY)**

**The Bidder is a Nunavut Business as defined in the NNI Policy and is registered with the NNI Secretariat and listed in the NNI Registry with the following Registration Number:** \_\_\_\_\_

**The Bidder is an Inuit Firm as defined in the NNI Policy and is registered with NTI and included in the Inuit Firms Registry with the following IFR Registration Number:** \_\_\_\_\_

**OTHER:**

- NUNAVUT WORKERS SAFETY & COMPENSATION COVERAGE (ACCOU # \_\_\_\_\_)**
- INSURANCE AS PER CONTRACT CONDITIONS**
- REGISTERED FOR NUNAVUT PAYROLL TAX**
- LOCAL BUSINESS LICENSE**



## Appendix A Contract Terms and Conditions

Reference Number 257398

(Please refer to this number when making inquiries)

### 1. GENERAL

- a. No Bid or Contract security is required for this Contract.
- b. Time is of the essence of this Contract.
- c. This Contract will be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- d. The Contractor waives all rights of recourse against the Owner for damages to the Contractor's property or property of others for which the Contractor is responsible and the Contractor's Insurers of such property shall have no right of subrogation against the Owner.
- e. The Contract comprises the entire agreement between the parties and supersedes all communications, negotiations and agreements relating to the work, either written or oral, that were made prior to the date of the Contract.
- f. No implied terms or obligations of any kind by or on behalf of the Owner shall arise from anything in the Contract and the express covenants and agreements therein contained and made by the Owner are the only covenants and agreements upon which any rights against the Owner are to be founded.
- g. This Contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- h. It is a condition of this Agreement that payment hereunder is subject to Section 46 of the Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Contract. Section 46 currently provides as follows: "It is a condition of every Contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the Contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the Contract."
- i. It is intended that all provisions of this Contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable, or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this Contract and all other provisions remain in full force.
- j. The Contractor is an independent Contractor with the Owner and nothing in this Contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the Owner and the Contractor.
- k. Should an event giving rise to such a conflict of interest occur after a contract is awarded, the Contractor shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed or avoided. Upon receipt of such notice, the GN may, in its sole discretion, elect to terminate the contract, or continue under the contract subject to the Contractor's satisfactory compliance with a conflict management plan.
- l. Whenever travelling outside of the Contractor's home location for work under this contract, the Contractor shall use, and require all non-resident sub-contractors to use, a licensed hotel or bed and breakfast facility for accommodations in the community where the work is to be carried out.
- m. Smoking is not permitted. The Government of Nunavut recognizes the health hazards associated with tobacco smoke in the work place, both to smokers and non-smokers alike. Accordingly, the Government of Nunavut will not permit the smoking of tobacco, in any form, on Government premises. The Contractor and all its employees shall adhere to this policy.
- n. The GN's offices and premises are to be scent free. The Government of Nunavut recognizes the health hazards associated with perfumes and scents in the workplace, to all employees and persons on GN premises. Accordingly, the Government of Nunavut does not permit the use of colognes, perfumes or deodorants to be used by any staff, contractors and cleaning personnel. The Contractor and all its employees shall adhere to this directive.
- o. The Contractor will respect the privacy and property of the GN, and the personal and private property of GN employees.
- p. The Government of Nunavut will not be responsible for any start-up, materials, supplies or equipment costs.

### 2. CONTRACTOR'S OBLIGATIONS

- a. be familiar with the Contract documents and make allowance in their Tender for all existing conditions that will affect the execution of the work.



## Appendix A Contract Terms and Conditions

Reference Number 257398

(Please refer to this number when making inquiries)

- b. furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for and incidental to the execution and completion of the Work unless specified to the contrary.
- c. not assign this Contract or subcontract the work, without the prior written consent of the Owner. If, with the Owner's consent, the Work or any part of the Work is done by a subcontractor, the contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor and all its servants, agents and employees. Where the Contractor is not already using Inuit or Nunavut or Local firms as subcontractors and wishes to subcontract the work, the Contractor shall invite only Nunavut, Inuit or Local firms to bid on the subcontract. Local is defined in the NNI Policy and includes Inuit firms as well as Nunavut firms.
- d. bind any subcontractor to the terms of this Contract.
- e. comply with all codes, laws and regulations in effect at the place of work and the Contractor shall arrange and pay for all permits, licenses and fees required in connection with the Work.
- f. where specified, provide shop drawings acceptable to the Owner, and, at the completion of the Work, provide as-built drawings.
- g. maintain one copy of all Contract documents at the site.
- h. provide the Owner with all color and materials samples required by the specifications for approval.
- i. provide a work schedule when requested by the Owner; conform to the schedule; and provide sufficient labour and material to conform to that schedule.
- j. permit the Owner full and free access to the site and work at all times and provide full information concerning the Work upon request.
- k. promptly replace faulty materials and rectify faulty workmanship at the Contractor's expense.
- l. keep proper books of account with respect to the Work and produce them for examination of the Owner upon request within a three-year period from Substantial Completion.
- m. provide written cost quotation for any changes to the Work specified by the Owner and undertake such changes upon request.
- n. submit any progress claims, accompanied by all necessary supporting documentation for Owner consideration. Any accepted progress claim shall be subject to a holdback of ten percent of the value of the progress claim.
- o. upon completion of the Work, furnish an invoice for the Work accompanied by a Statutory Declaration that all obligations have been met, and by the Employment Report and other related documents which confirm the total amount of Inuit, Local and Nunavut content is used in the Work.
- p. guarantee and warrant the Work for a period of twelve months from the date of Substantial Completion of the Work or for such longer period as might otherwise stated in the Contract.
- q. indemnify and hold harmless the Owner, the owner's employees and agents, from any and all claims, demands, actions and costs arising out of the performance of the Contract for which the Contractor, the Contractor's employees or agents are legally responsible.
- r. maintain the following Insurance coverage for the duration of the Contract:
  - Comprehensive General Liability Insurance with a limit of not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.
  - Automobile Liability Insurance in respect of the Contractor's owned and leased licensed vehicles with limits of not less than one million dollars (\$1,000,000.00) inclusive per occurrence for bodily injury, death and damage to property.
  - Course of Construction insurance on an " All Risks" basis for physical loss or damage to materials, equipment, machinery, structures, property, fittings, fixtures and supplies that will form part of the finished Work. The Contractor shall be responsible for the deductible to a maximum of \$50,000.
  - The amount of deductible on any insurance provided by the Contractor shall be borne by the Contractor in its entirety. All required insurance shall be endorsed to provide the Owner with thirty (30) day advance written notice of material change, cancellation or termination. The Contractor shall complete and submit the "Contractor's Certificate of Insurance" form available from the Owner prior to execution of the Contract.



- The Contractor shall name the GN as an additional insured only with respect to the terms of this Agreement and shall extend to cover the employees of the insureds thereunder.

- s. pay and be solely responsible for payments of all statutory deductions or contributions including, but not limited to, pension plans, unemployment insurance, income tax, Worker's Compensation and the Nunavut payroll tax.
- t. immediately notify the Owner in writing should he consider a decision by the Owner to be in error and/or at variance with this contract. Such notification however, shall not relieve the Contractor from confirming with the instructions of the Owner, or completing the Work.

### 3. GOVERNMENT OF NUNAVUT'S RIGHTS AND OBLIGATIONS

- a. If the work is not being properly done, or if the Contractor fails to comply with a written request from the Owner within 24 hours, the Owner may:
  - suspend progress of the Work at any time;
  - correct the defective Work itself;
  - deduct the difference in cost between the Work completed and the work required by the Contract;
  - deduct the cost to rectify the deficiency from any amount owing to the Contractor, on this or any other Contract;
  - hold back, in whole or in part, any amount due to the Contractor until the deficiency has been rectified to the Owner's satisfaction.
- b. Terminate the contract at any time, without penalty or damages, upon giving written notice to this effect to the Contractor, if in the opinion of the GN:
  - the contractor is unable to deliver the service required;
  - the Contractor's performance of the work is faulty;
  - the Contractor becomes insolvent or commits an act of bankruptcy;
  - the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect;
  - any actual or potential labour dispute delays or threatens to delay timely performance of the contract;
  - and the Contract shall terminate on the date stated in the written notice. The contractor shall then invoice the GN for work performed to the date of termination.
- c. make written changes in the Work by adding to, or deleting from or revising the Work so long as the changes do not fundamentally alter the contract.
- d. make payment to the Contractor within thirty (30) days after receipt of invoices, except that the Owner shall pay Nunavut Contractors within twenty (20) days of receipt of invoice.
- e. upon completion and acceptance of Work pay the Contractor the agreed Contract sum less any assessments made under the Contract.



# Appendix B NNI Bid Adjustments Form

Reference Number 257398

(Please refer to this number when making inquiries)

The following information MUST be provided by Bidders wishing to receive any bid adjustments permitted under the NNI Policy. If the information is not provided or is incomplete, bid adjustments will NOT be granted. Include all applicable activities for the Bidder and all subs and suppliers. List the full business name of the company providing the goods or services, as shown in the NTI Inuit Firm or NNI Secretariat Nunavut Business directory, in the "Company Name" column. NNI and IFR Registration Numbers can also be provided. Put the dollar amount associated with each component in the "\$ Amount for Component" column. Company status will be verified by the GN based on the Company Name and registration numbers provided, and bid adjustments will be applied in accordance with the business's status as an Inuit Firm or Nunavut Business on the applicable registry. Location in the work site community will also be considered.

<b>Name of Bidder</b>	
<i>A separate form is attached for each Sub-Contractor (circle applicable) Yes or N/A if no sub(s)</i>	

### LABOUR DOLLAR / PAYROLL ESTIMATES BREAKDOWN TABLE

<b>COST ELEMENTS BREAKDOWN</b> <i>(Give a breakdown of your total bid by applicable cost components).</i>							
<b>Notes:</b> Nunavut Businesses are those approved by the GN NNI Secretariat for the NNI Registry of Nunavut Businesses. Inuit Firms are those on the NTI Inuit Firms Registry. Registered Nunavut Businesses and Inuit Firms are "Local" if they are registered for the community where the work will be carried out. Company names and status will be verified by the GN and bid adjustments will be in accordance with the business' status.							
<b>List Bidder as "Own Forces" if Bidder, acting as General Contractor, is providing the component. If not own forces, then list the full business name or registration numbers of company providing the component.</b>				<b>Check the appropriate column(s) below for each named company. Status will be verified by the GN and prices adjusted based on actual registered status rather than box checked. If a box is not checked, adjustments can be denied.</b>			
Cost Component	Company Name	\$ Amount for Cost Component	Nunavut Business 7%	Inuit Firm 7%	Local Business 7%	Other Business 0%	Total %
<b>General Contractor's Payroll</b> Use the Payroll Breakdown table below for bid adjustments. Submit sub-contractor amounts on separate Appendix B forms).							
Material Supplier 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Material Supplier 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Equipment		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Accommodation		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Transportation		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor 1		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor 2		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Subcontractor 3		\$	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>General Contractor's Expenses (may include profit &amp; overhead). Sub-contractor Expenses to be provided on separate Appendix B forms.</b>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>TOTAL BID</b> (Total of all Appendix B forms)			<b>Total Adjustments</b>			<b>Adjusted Price</b>	
			\$				
<b>Payroll Breakdown:</b> Indicate the General Contractor's Inuit, Nunavut and Other Labour payroll amounts. Sub-contractors should break out their own total payroll on a separate form. The Total of all Inuit Labour amounts compared to the Total of all Payroll Amounts should meet the prescribed minimum Inuit Labour Requirement specified in Appendix C. The Total Inuit Labour amount is the sum of the amounts for Local Inuit Residents and Non-Local Inuit Residents. If the minimum requirement is not met, the Bidder will be required to commit to the minimum requirement if a contract is to be awarded.							
Total Payroll from table above	Other Labour	Nunavut Labour (Local)	Nunavut Labour (Not Local)	Inuit Labour (Local)	Inuit Labour (Not Local)	Total Inuit Labour	
\$	\$	\$	\$	\$	\$		
<i>Adjustments given will be:</i>		(14%)	(7%)	(21%)	(7%)	GN Use Only	



## CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT

### 1. DEFINITIONS

- 1.1. "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.
- 1.2. "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and that is, prior to tender closing, included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry.
- 1.3. "Labour" means the total Labour used on the job in any capacity and including, for example, tradespeople, administrative staff and professional staff whether in a head office or in a site office and attributable to this project. "Inuit Labour" refers to the status of employees and may be directly provided by the general contractor or indirectly through a sub-contractor, and not necessarily through an Inuit Firm.
- 1.4. "Goods and Work" means the entire dollar value of the Work including Labour. For further clarification "Inuit Goods and Work" includes all labour of Inuit Firms attributable to and paid from the Contract.
- 1.5. "Inuit Content" is defined as the dollar value of the goods and work required by the Contract supplied by any Inuit Firm or Inuit sole proprietorship and Inuit Labour. Inuit Content may include:
  - i. goods and work supplied by an Inuit Firm or Inuit supplier acting as the General Contractor. These are referred to as "own forces";
  - ii. goods and work supplied by an Inuit Firm or Inuit supplier so long as these goods and work are required for the completion of the Contract and are paid for by the Contract.
  - iii. Inuit Labour by an Inuit Firm or a non-Inuit Firm.

### 2. GENERAL REQUIREMENTS

- 2.1. The NNI Policy applies to this contract. This contract contains provisions regarding a required Minimum Level of Inuit Labour that must be met or exceeded in the performance of the Contract. The requirements set out in this Appendix, to meet the required Minimum Level of Inuit Labour, is a fundamental term of the contract. The minimum prescribed level of Inuit Labour shall be complied with.
- 2.2. The levels of Inuit Content tendered on Appendix B shall also form a fundamental contractual obligation.
  - 2.2.i. Inuit Labour is the dollar value of Inuit Labour provided by Inuit and Non-Inuit firms for this contract.
  - 2.2.ii. Inuit Content is the dollar value of Goods and Works provided by Inuit firms.
- 2.3. For an Inuit Labour level achieved which differs from the level prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy. A bonus would be for exceeding the minimum prescribed Inuit Labour level, and a penalty would be for not meeting the minimum prescribed Inuit Labour level.
- 2.4. In the performance of the work, the Contractor shall maximize the value of Inuit Labour and Inuit Goods and Work, and shall meet or exceed the Minimum Inuit Labour requirement identified in this Appendix.
- 2.5. The Contractor shall submit reports at the completion of the work, or as specified, that indicate the amount of Inuit Labour and Inuit Goods and Work used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.





## CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT

### 3. REQUIRED MINIMUM LEVEL OF INUIT LABOUR

3.1. For the purpose of this contract, the required Minimum Level of Inuit Labour to be provided by Inuit workers shall be 35% (expressed as a percentage by dollar value) of the total labour value expended on the contract.

### 4. FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS

- 4.1. In addition to the bonus or penalty prescribed by the Nunavummi Nangminiaqqtunik Ikajuuti (NNI Policy) for exceeding or not meeting the required Minimum Level of Inuit Labour set out in section 3 of this Appendix, the following damages may apply for failure to achieve the Inuit Labour and Goods and Work tendered on Appendix B:
- i. For failure to meet the levels of Inuit Labour and Inuit Goods and Services tendered by the Contractor on Appendix B of the tender, the contractor will be in breach of contract and general conditions concerning contract breach may apply.
  - ii. The Owner may terminate this contract prior to completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed minimum levels of Inuit Labour set out in this Appendix.
  - iii. Additionally, if the Contractor fails to meet the prescribed minimum Inuit Labour set out in this Appendix, then for future tenders where there are similar prescribed minimum levels for Inuit Labour, the Owner may deem the Contractor to be "not responsible" (as defined in the Government Contract Regulations).

### 5. INDEMNIFICATION

- 5.1. The Contractor shall indemnify the Owner against any claim brought by any person because of any failure by the Contractor to achieve the prescribed levels of Inuit Labour prescribed by this contract.

### 6. WAIVER OF INUIT CONTENT REQUIREMENTS

- 6.1. The required Minimum Level of Inuit Labour shall only be reduced when sufficient Inuit Labour is not available and the Contractor has requested and received prior approval by the Owner in writing to reduce the prescribed levels.



**APPENDIX D  
EMPLOYMENT REPORT**

Project No.:	Contract No.:
--------------	---------------

Project Name:		
Project Location:		
General Contractor:	Project Officer:	
Report Submitted By (General/Subcontractor):	Reporting Period: From:	To:

This Employment Report is submitted with: (*CHECK ONE*)

<input type="checkbox"/> Progress Claim Date: _____	<input type="checkbox"/> Certificate of Substantial Completion Date: _____	<input type="checkbox"/> Final Certificate of Completion Date: _____
--------------------------------------------------------	-------------------------------------------------------------------------------	-------------------------------------------------------------------------

Employee's Name	**Inuit		Employee's Address	Date Hired	Date Terminated	Hours of Work This Period	Hours of Work to Date	Gross Income this Period	Gross Income to Date	*Class
	Yes	No								

Contractor's/Subcontractor's Name and Title ( <i>PRINT</i> )	Contractor's/Subcontractor's Signature	Date

- \* Class
- |                          |                      |                                  |                     |               |                          |                |
|--------------------------|----------------------|----------------------------------|---------------------|---------------|--------------------------|----------------|
| 1. Superintendent        | 2. Carpenter         | 3. Carpenter Apprentice          | 4. Labourer         | 5. Mechanical | 6. Mechanical Apprentice | 7. Electrician |
| 8. Electrical Apprentice | 9. Drywaller/Painter | 10. Drywaller/Painter Apprentice | 11. Other (Specify) |               |                          |                |
- \*\* Beneficiary of the Nunavut Land Claims Agreement



1. As the intent of this contract is to provide for casual, unplanned work, including emergency services, the contract pricing shall be inclusive of all wages, allowances, supervision, insurance, WSCC costs, minor shop materials, tools, shipping and handling, local transportation, overhead, profit and any charges associated with providing the service after normal business hours. The Government of Nunavut shall make best efforts to limit demands for services outside of normal business hours to bona fide emergency situations.
2. The amount or volume of work provided in the Description of Work Required is an estimate only and is made in good faith. However, the Government of Nunavut is not bound by such estimate and the actual work to be performed is limited solely to that specifically requested by the Government of Nunavut. Similar work not provided for in the Description of Work Required will not form part of this contract.
3. Any request for service made by the GN to the Contractor for work to be performed by the Contractor will be made by way of a GN Work Order or Local Contract Authority (LCA) form signed by the Contract Authority.
4. The Contractor is required to respond to requests for service depending upon the urgency. A schedule of acceptable times for the contract will be established by the Contract Authority. Typical response times may be within 24 hours or sooner for emergency, and for non-emergency within a specified number of days for unscheduled, or as scheduled. If the Contractor is unwilling or unable to respond to service requests in the manner required, the GN reserves the option of making any other arrangement that the GN deems appropriate to provide the service, and may consider the Contractor in default and terminate the contract.
5. Invoices shall be submitted on a weekly basis or as otherwise mutually agreed. Each invoice may include more than one work order. The invoice shall specifically reference the GN Work Order number(s). Each invoice must include, as applicable, itemized equipment, labour and material costs referenced to the specific work order. All labour charges shall be measured in one half hour increments based on the contracted hourly rates and includes minor shop materials. Completed work orders are to be attached to the respective invoices with appropriate details in the "Comments" section for the GN to understand what work has been done or what additional required work may have been identified in completing the work. Inuit, Nunavut and Local employment levels are to be monitored by the Contractor and completed employment reports will be required by the GN to monitor these levels. Employment Reports will be required with invoicing; the schedule for submission of Employment Reports is to be established by the Contract Authority.
6. If the Agreement requires the Contractor to perform the work outside the boundaries of the community specified in the Description of Work Required section, reimbursements for reasonable expenses incurred by the Contractor will be made as follows:
  - a. For travel all reimbursements will be made on the following basis:
    - i. taxi fares from home or shop to airport and return at actual costs when supported by receipts;
    - ii. airfare at regular economy fare at actual costs when supported by copy of ticket as receipt;
    - iii. cost of aircraft charter only when specifically approved by copy of ticket as receipt;
    - iv. meals and lodging at actual cost when supported when supported by receipts;
    - v. prior to commencing out of town work, the Contractor and Contract Authority shall agree on the total amount of chargeable labour hours, including travel time that will apply to the contract;
  - b. If the Contractor, while on contract to the GN outside of the resident community, wishes to perform additional work for other customers, the Contractor agrees to obtain prior permission from the Contract Authority and to pro-rate all reimbursable expenses based on the total number of labour hours, including travel time, worked. Non-compliance with this term will result in denial of all claims by the Government for reimbursable expenses.
  - c. All claims for reimbursable expenses must be documented in a chronological manner with supporting receipts and airline ticket documents attached. In the case of lost receipts, the Contractor shall submit a Statutory Declaration in support of the claim. Illegible or non-compliant claims shall be rejected and returned unprocessed.



7. Where explicitly required in the Description of Work Required section or required by law, the work must be performed or supervised, as applicable, by a Journeyman trades person, the GN may permit the use of Apprentice labour in the performance of the work. Prior to the start of each job, the Contractor will submit a proposed labour plan for approval. The GN will pay to the contractor for labour hours based on the following schedule:

<u>QUALIFICATIONS</u>	<u>4 YEAR PROGRAM</u>	<u>3 YEAR PROGRAM</u>	<u>2 YEAR PROGRAM</u>	<u>1 YEAR PROGRAM</u>
<b>Journeyman</b>	<b>Full Bid Labour Rate</b>	<b>Full Bid Labour Rate</b>	<b>Full Bid Labour Rate</b>	<b>Full Bid Rate</b>
<b>1<sup>st</sup> Year Apprentice</b>	<b>65% of Bid Rate</b>	<b>70% of Bid Rate</b>	<b>75% of Bid Rate</b>	<b>80% of Bid Rate</b>
<b>2<sup>nd</sup> Year Apprentice</b>	<b>75% of Bid Rate</b>	<b>80% of Bid Rate</b>	<b>90% of Bid Rate</b>	
<b>3<sup>rd</sup> Year Apprentice</b>	<b>85% of Bid Rate</b>	<b>90% of Bid Rate</b>		
<b>4<sup>th</sup> Year Apprentice</b>	<b>95% of Bid Rate</b>			

8. In such cases when the performance or supervision of the work by a Journeyman tradesman is not required, the Contractor shall ensure that it is performed by a competent person with several years directly related experience and demonstrated ability in the commercial application of the work. Prior to commencing any work, the Contractor shall provide resumes of the workers involved to the Contract Authority for approval. If the proposed workers are not acceptable to the Contract Authority, the GN may cancel the contract and take whatever steps it deems necessary to complete the work.
9. **Use of Suppliers:** All materials required to be supplied by the Contractor in the performance of the contract shall be supplied by Nunavut Suppliers as approved by the GN under the NNI Policy. Exceptions to this requirement must have prior approval of the Contract Authority.
10. **Material purchased from a third party Supplier:** The GN shall pay for required materials that were purchased from third party suppliers **based on actual cost plus a mark-up not to exceed 10%** as provided in the Description of Work Required. Substantiation of all such material charges may be requested at any time by the Government of Nunavut.
11. **Material Supplied by the Contractor:** If the Contractor is also a goods supplier, listed as such under the Government of Nunavut NNI Policy, the contractor will provide materials **at the value of its cost to the contractor, landed in the community that the work is to be completed in, plus a mark-up not to exceed 10%** as provided in the Description of Work Required. Substantiation of all such material charges may be requested at any time by the Government of Nunavut.
12. **Return of Defective Parts:** Upon specific request of the Government of Nunavut, the Contractor shall return all parts replaced during the work.



## Appendix F

### Scope of Work

For As & When Maintenance & Unit Price Contracts

Reference Number 257398

(Please refer to this number when making inquiries)

#### 1.0 1.0 GENERAL INSTRUCTIONS

##### 1.01 DEFINITIONS

- .1 “**Operator**,” means person trained and competent in the operation of heavy snow clearing equipment and in possession of valid operator’s license issued by the Government of Nunavut.
- .2 “**F.M.**,” means the Facilities Manager.

##### 1.02 GENERAL

- .1 All applicable Nunavut, or municipal bylaws or regulations shall apply to and govern all phases of the work hereinafter specified.

##### 1.03 INSPECTION

- .1 On completion of all work, inspections may be made by the F.M. or his representative who will decide whether or not the work is satisfactory.

##### 1.04 WORK FORCE

- .1 The work shall be performed by competent licensed operators with a proven capability to operate heavy equipment.
- .2 The Contractor will provide the F.M. with details of the work force to be employed and shall provide copies of operators’ licenses indicating qualifications as heavy equipment operators.

##### 1.05 SAFETY

- .1 All safety measures respecting personnel and hazards recommended by National and Nunavut codes and/or as prescribed by the Workers Compensation Board, shall be observed at all times.

##### 1.06 COMMUNICATION

- .1 The Contractor shall provide the Facilities Manager or his designate a means of communication by which the contractor may be contacted 24 Hrs per day during the execution of this contract.

##### 1.07 SITE OF WORK

- .1 The building grounds, roads, fire lanes and parking lots covered by the Contract are all located in Kugluktuk, NU. The units included are those listed in Schedule A.

##### 1.08 SITE VISIT

- .1 The contractor shall be responsible to determine the type and condition of the building grounds, roads and parking lots to be serviced under this Contract.



## Appendix F

### Scope of Work

For As & When Maintenance & Unit Price Contracts

Reference Number 257398

(Please refer to this number when making inquiries)

#### **2.0 SCOPE OF WORK**

##### **2.01 GENERAL**

- .1 The contractor shall supply all labour and equipment required to complete this scope of work. The contractor is responsible to ensure all equipment is available at the site of work and in safe operable condition as required.
- .2 The Government of Nunavut reserves the right to add or delete buildings from the scope of work and will notify the contractor of such changes in writing.
- .3 The Facilities Manager or his designate shall provide the contractor with work orders in relation to the snow clearing required on each individual building's grounds, roads and parking lots. Upon completion of work at each building the contractor shall enter all information on the work orders as directed. The completed work orders shall be returned to the Facilities Manager or his designate with the invoice at the completion of each job.

##### **2.02 WORK INCLUDES**

The work under this contract includes, but is not limited to:

- .1 Snow clearing/removal from grounds, roads, fire lanes and parking lots at GN Buildings.**
- .2 Snow must be removed from GN Property within 24hrs. of snow clearing operations. Snow is not to be piled/stored on GN property.**

#### **3.0 METHOD OF WORK**

##### **3.01 GENERAL**

- .1 All snow clearing operations shall be completed using due regard for public safety and with out damage to GN facilities or works.
- .2 It is the sole responsibility of the contractor to report to the F.M and the environmental authorities any spillage of oil, fuel or coolant on GN property during the execution of this contract.
- .3 The contractor shall be responsible for the clean-up of all such spills to the satisfaction of the F.M or his designate, remove all spilled and contaminated material from site and dispose of same as directed by the environmental authorities.

#### **4.0 DOCUMENTATION**

##### **4.01 GENERAL**

- .1 Upon completion of each snow clearing operation, the contractor shall advise the F.M or his designate who will inspect the site and confirm satisfactory completion of the work.



## Appendix F

### Scope of Work

For As & When Maintenance & Unit Price Contracts

Reference Number 257398

(Please refer to this number when making inquiries)

#### 4.02 COMPLETED WORK ORDERS

.1 Work orders shall be completed in accordance with section 2.01.3 copies of which shall be submitted with the contractor's invoices for work performed under this contract. Payment of invoices submitted without corresponding work orders may be delayed or withheld.

#### 5.0 SCHEDULE A LOCATION OF WORK

5.01 Grounds, Roads, Fire Lanes and Parking Lots that may have to be cleared of snow under this contract are located at the following buildings in the Hamlet of Kugluktuk:

1. CGS Trades Shop - 25 Coronation Drive
2. DOE, Wildlife Office - 26 Coronation Drive
3. Elementary School - Samuel Hearne Street
4. High School - Samuel Hearne Street
5. NAC Portable - 7 Samuel Hearne Street
6. Daycare - Samuel Hearne Street
7. Aboriginal Headstart - Samuel Hearne Drive
8. Health Center - Hikok Drive
9. Ilavut Center - 1 Ikalukpik Drive
10. NCC Building - Kugluktuk Drive







## Appendix H

### Trades Personnel

For As & When Maintenance & Unit Price Contracts

Reference Number 257398

(Please refer to this number when making inquiries)

#### THE BIDDER SHOULD COMPLETE THIS FORM AND SUMIT IT WITH THEIR TENDER

The following personnel will be employed on this project. Their qualification level and Trade Certificate and/or GN Apprentice Registration Number are noted in the table below: Submit trade certificates on request.

Name & Address	Qualification Level	Occupation	Certificate # (Prov./Terr. of Issue) or GN Apprentice Registration #

Further to Appendix C, the NNI Policy applies to this tender and any resulting contract. The Contractor is encouraged to complete and submit Appendix D with all invoices in order to be eligible for the NNI Inuit Labour Bonus permitted under the NNI Policy.





**Appendix J**  
**Snow Removal Log**

**Reference Number** 257398

(Please refer to this number when making inquiries)

**Snow Removal Log**

For the month of \_\_\_\_\_

Supervisor Completing the Log \_\_\_\_\_  
 (Please Print)

Supervisor's Signature \_\_\_\_\_

Work Order Number: \_\_\_\_\_

Property Name or Asset Number	Date	Time Started	Time Completed	# of Truck Loads Removed	Unit Pricing Per Truck Load	Total Cost
<b>Grand Total</b>						