



**GOVERNMENT OF NUNAVUT
Request for Tenders**

Hangar Disassembly, Iqaluit Airport

**CGSHQ-14024-01
RFT CGSHQ-14024-01**

Issued: August 8th, 2014

Closing: August 25th, 2014



REQUEST FOR TENDERS

Reference Number

RFT # CGSHQ-14024-01

(please refer to this number when making inquiries)

TENDER SUBMISSION FORM

TENDER SUBMISSION FORM

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): _____

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 THE 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.

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

AUTHORIZED SIGNATURE(S): _____

AUTHORIZED CONTACT PERSON: _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

E-MAIL ADDRESS: _____ **DATE:** _____

NUNAVUMMI NANGMINIOAQTUNIK 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 listed in the Inuit Firms Directory with the following Registration Number: _____

OTHER:

- NUNAVUT WORKERS SAFETY & COMPENSATION COVERAGE (Y/N)
- INSURANCE AS PER CONTRACT CONDITIONS



REQUEST FOR TENDERS

Reference Number

RFT # CGSHQ-14024-01

BID FORM – LUMP SUM CONTRACT

(please refer to this number when making inquiries)

TENDER ADDRESSED TO: Government of Nunavut Department of Community & Government Services Purchasing, Logistics & Contract Support P.O. Box 1000 – Station 1600 Iqaluit, NU X0A 0H0 Fax No: (867) 975 – 5450	TENDERS MUST BE RECEIVED PRIOR TO: Time: 16:00hrs (4:00 PM) Iqaluit Local Time Date: August 25th, 2014
	TENDER AUTHORITY: Maggie Nowdlak, A/Contracts Coordinator Telephone: (867) 975-5443 E-Mail: MNowdlak@gov.nu.ca

GENERAL

Airport Hangar Disassembly, Iqaluit, Nunavut

1. Work under this Contract consists of but is not necessarily limited to the Services set out in the Scope of Work and Technical Specifications attached herewith.
2. The Tender and Contract documents consist of the following:
 - 1) Bid Forms (Bid Submission Form, Bid Form – Lump Sum Contract)
 - 2) Instructions to Bidders – 4 pages
 - 3) Appendices A to F (excluding E) – 9 pages
 - 4) Scope of Work and Technical Specifications – 6 pages
 - 5) Any Addenda issued during the RFT period shall also be incorporated into any Agreement resulting from this RFT.

CONTRACTOR'S OFFER

The Bidder hereby covenants and agrees to execute and complete the work described herein, on or before the 30th day of September, 2014 in a professional and competent manner, in accordance with the terms and conditions outlined in the Contract, for the total bid price (as applicable) of:
(insert lump sum contract price in numbers only) \$ _____

BIDDER'S ACKNOWLEDGEMENTS

- (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) **Prices are in Canadian funds and do not include GST.**
- (3) **The contract pricing is inclusive of 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, or delivery of the services, 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 Services within twelve (12) months of award, the Contractor may be deemed 'Not Responsible' by the Contracting Authority and prohibited from bidding on future RFTs for similar services 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.**

Name and Address of the Bidder		Authorized Representative's Contact Information	
		Phone Number:	_____
		E-mail Address:	_____
_____		_____	_____
Name of Bidder's Authorized Representative	Signature	Date	

GOVERNMENT OF NUNAVUT (OWNER) ACCEPTANCE

Government of Nunavut Authorized Signature	Title	Date
_____	_____	_____



REQUEST FOR TENDERS

Hangar Disassembly, Iqaluit Airport

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DEFINITIONS: For the purposes of this Request for Tenders process

- i) “Bid” or “Offer” means an 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 travel agency 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 and Contract documents listed on the Bid Form, and any other limited terms, conditions or additional quantities as may be mutually agreed to between the GN and the Bidder as a result of this RFT.
- 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 entered into the resulting Contract with the Owner.
- 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” or “(compliant)” means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to the RFT;

BID SUBMISSION REQUIREMENTS, DEADLINE AND LOCATION

1. **Bids will be received until 4:00 P.M. Local Time in Iqaluit, Nunavut. Late, incomplete or misdirected Bids will not be accepted.**
2. **Bids may be hand delivered, transmitted by fax, or uploaded submitted electronically at the Nunavut Tenders website.**
3. **If submitting by hand, deliver the bid to the CGS Procurement, Logistics & Contracts Support office on the 3rd Floor of the W. G. Brown Building in Iqaluit.**
4. **If submitting by fax, fax the bid to (867) 975-5450. Faxed bids shall also comply with the following conditions:**
 - a) Transmissions must be sent only to the fax number identified in the Closing Time and Location section in rule 1 above.
 - 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. The Buyer can be reached at 1-867-975-5443, or MNowdlak@gov.nu.ca.
 - 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.
 - 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.
5. **If submitting online via the Nunavut Tenders “Bid Box” site (<http://www.nunavuttenders.ca>), 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.**



REQUEST FOR TENDERS

Hangar Disassembly, Iqaluit Airport

Reference Number

RFT # CGSHQ-14024-01

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6. **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.**
7. ***If you wish to receive bid adjustments permitted by the NNI Policy, complete and submit Appendix B – Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) Incentives Form as part of your Bid.*** Use actual bid pricing on this form. This will include the Bidder's "own forces" and goods, services and labour provided by any other sub-contractor or supplier. The GN will calculate the bid adjustments in accordance with the evaluation and award provisions below. **For greater certainty, the price submitted in the Bid Form governs and if you do not submit Appendix B, or if your Appendix B contains errors, your bid will be evaluated, but you will not receive any bid adjustments.**

MAKING CHANGES TO A BID

8. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after.
9. 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.
10. Amendments may be hand delivered or submitted by fax in accordance with the provisions of the submission rules above.
11. If amending a bid online, the Bidder may upload a Bid amendment identified as a Bid amendment, or the Bidder may upload a new Tender identified as a Revised Tender. The submission last uploaded by the Bidder will be deemed the official Bid.

QUESTIONS ABOUT THE TENDER DOCUMENTS AND RFT PROCESS

12. The following Buyer is the only person authorized for contact in relation to this RFT:
Maggie Nowdlak, A/Contracts Coordinator, Community & Government Services – Procurement, Logistics & Contracts Support
Phone: 867 – 975 – 5443 Fax: 867 – 975 – 5450 Email: MNowdlak@gov.nu.ca
13. Questions regarding this RFT should be in writing and received by the Buyer at least 3 working days before the Bid submission deadline (closing date and time). Questions received after this cut-off deadline do not have to be answered.
14. 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.

CHANGES TO THE TENDER DOCUMENTS (ADDENDA)

15. The GN reserves the right to make any amendment to this RFT at any time prior to the closing date and time, including amending the specifications and the closing date and time. 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.
16. 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.
17. Bidders not registered to the Nunavut Tenders website assume all risks of not receiving addenda. Bidders not included in the Bidders List will not receive addenda directly from the Buyer or Contract Authority.
18. Receipt of **addenda** must be acknowledged on the Tender Form.

EVALUATION AND AWARD

19. Bids shall remain valid, irrevocable and open for acceptance by the GN for a period of ninety (90) days.
20. 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.
21. The lowest or any tender may not necessarily be accepted. 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.
22. 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 "Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) applies to this RFT. The NNI Policy permits



REQUEST FOR TENDERS

Hangar Disassembly, Iqaluit Airport

Reference Number

RFT # CGSHQ-14024-01

(please refer to this number when making inquiries)

Nunavut, Inuit and Local adjustments to the bid amounts of companies listed in the GN's NNI Registry (www.nni.gov.nu.ca/search) or in the NTI Inuit Firm Database (<http://inuitfirm.tunnngavik.com/search-the-registry/>).

23. 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. The maximum adjustment for cost inputs is 21%.
24. The GN reserves the right to make adjustments to a bid following bid 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 Business Directory maintained by the NNI Secretariat and the Inuit Firm 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.
25. 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 proposals. **Accordingly, for the purposes of ensuring the correct bid adjustments are applied, Bidders should indicate the NNI and, or, NTI Registration Numbers on the Bid Form.**
26. 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
27. 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. For the purposes of this RFT, the GN requires at least one Past Experience Bid form to be completed and submitted by the Bidder.
28. 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.
29. 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."
30. If a Contract ensues from this RFT, it will be issued to the successful Bidder for signature prior to the GN's authorized representative signing it. 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.
31. 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.
 - a) If you are a new business in Nunavut, you will be required to register your 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 Registering A Business page on the website: <http://www.wsc.nt.ca/Pages/default.aspx>
 - b) If you are a new business in Nunavut, you 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 proponent is in compliance with the legislation. It will be a condition of contract award, that the successful proponent register its business with the GN's Department of Justice's Legal Registries Division prior to undertaking an work or services in



REQUEST FOR TENDERS

Hangar Disassembly, Iqaluit Airport

Reference Number

RFT # CGSHQ-14024-01

(please refer to this number when making inquiries)

Nunavut. For more information, call (867) 975 – 6590; e-mail ; or visit the Corporate Registries website at:

http://nunavutlegalregistries.ca/cr_index_en.shtml

- c) Nunavut imposes payroll taxes on gross remuneration of all employees who work in Nunavut. For more information on Nunavut's unique Payroll Tax, e-mail the Department of Finance Taxation Division at payrolltax@gov.nu.ca, or visit the website: http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax_payroll
32. The GN reserves the right to cancel this RFT at any time during this process, and to revise and re-issue new or similar requirements thereafter, for any reason whatsoever, without incurring any liability; and no Bidder will have any claim against the GN as a consequence.
33. The GN is not liable for any costs of preparation or presentation of any Bids. All Bids and accompanying documentation received by the GN in response to this RFT shall become the property of the GN and will not be returned.
34. The GN's *Access to Information and Protection of Privacy Act* (Nunavut) S.N.W.T. 1994, c. 20 (the Act) will define the GN's responsibilities with respect to any information received by it pursuant to this RFT process. Subject to the Act and any applicable law, tenders and all related information shall be treated as confidential and shall not be disclosed to any person except with the consent of the Bidder and to the extent disclosure is required to fulfill obligations under this RFT or pursuant to any applicable law.
35. The GN's contracting activities are undertaken with public funds, and are therefore subject to public reporting requirements. Annually, the GN releases a detailed Procurement Activity Report (PAR) which identifies the winning Bidder, the contract award method and award value along with other pertinent information.
36. The Bidder represents, warrants, and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect the Bidder's objectivity in the performance of its duties under any contract arising from this RFT. Should an event giving rise to such a conflict of interest occur after a contract is awarded, the successful Bidder (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.
37. Notwithstanding any other provision, a Bidder who submits a Bid in response to this RFT agrees that the GN's liability for any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from this RFT process, shall be limited to the Bidder's actual Bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFT. By submitting a Bid to this RFT a Bidder acknowledges and accepts this limitation.

**APPENDIX A
GENERAL CONDITIONS**

Tender Reference Number CGSHQ-14024-01

(Please refer to number when making inquiries)

Page 1 of 3

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, either written or oral, relating to the work 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.

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.
- 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 his 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 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 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.
- 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.

Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) Incentives Form

The Government of Nunavut (GN) has implemented the Nunavummi Nangminiqaqtunik Ikajuuti (NNI Policy) to promote Inuit, Nunavut, and Local Business and labour. All Tenderers/Proposers wishing to obtain a bid adjustment as outlined in this policy, MUST indicate the value of any Inuit, Nunavut and/or Local inputs to the Contract. This will include the Tenderers/Proponents "own forces" and may also include any other Nunavut or Inuit owned Sub-contractor or supplier and labour.

The following information is required as part of the TENDER/PROPOSAL and must include all applicable cost elements for the Tenderer/Proposer and all sub-contractors and suppliers. Cost inputs that are Inuit, Nunavut or Local, as defined by the NNI Policy will receive an adjustment. 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. The maximum adjustment for cost inputs is 21%.

**SUBMIT ALL APPENDIX B FORMS AS PART OF YOUR TENDER BID/PROPOSAL
USE ACTUAL BID PRICING ON THIS FORM, THE GN WILL CALCULATE BID ADJUSTMENTS.**

<p>COST COMPONENTS \$ BREAKDOWN</p> <p>Give a breakdown of your total bid by applicable cost components. List yourself as "Own Forces" or put the full business name of the company providing the goods or services under Company Name.</p> <p>Name of Contractor:</p>	<p>- Note: Inuit firms are those on the NTI Inuit Firms Registry, and Nunavut Businesses are those approved by the GN for the NNI Registry of Nunavut Businesses. Registered Nunavut Businesses and Inuit Firms are "Local" if they are registered for the community where the work will be carried out.</p> <p>- Company status will be verified by the GN and preference and bid adjustments will be in accordance with the business's status and the NNI adjustment factors</p> <p>- The Payroll \$ to Inuit Labour compared to the Total Payroll must meet the minimum % Inuit Labour Requirement.</p>
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Note: Photocopy, complete and attach COST COMPONENT and PAYROLL TABLES for each subcontractor.

COMPONENT	COMPANY NAME	\$ COST for COMPONENT	Check appropriate column(s) below for named companies. Bid adjustments will be calculated by the GN based on the companies actual registered status with the GN and with NTL.				Total % (GN to complete)
			Nunavut Status 7%	Inuit Status 7%	Local Status 7%	Other Status 0%	
Total Payroll (Show breakdown in Payroll Table below)							
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"/>	
Expenses (include profit and overhead)			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
TOTAL BID (Bid amount should equal amount shown on tender/bid form).		\$	TOTAL ADJUSTED BID (GN use only)				\$

Complete the Payroll Table below

Provide a cost breakdown for the total Payroll Component amount on the Payroll Table. **Note:** The Total Payroll amount is the sum of the Inuit, Nunavut and Other Labour amounts and must not be greater than the amount identified above. The total Inuit Labour amount is the sum of Local Inuit Labour and Inuit Labour excluding local. The dollar amount for Total Inuit Labour compared to the Total Payroll amount must meet the minimum % Inuit Labour Requirement specified in Appendix C.

Total Payroll \$ from table above	\$Other Labour	\$ Local Nunavut Labour	\$ Nunavut Labour (excl. Local)	\$ Local Inuit Labour	\$ Inuit Labour (excl. Local & Nunavut)	\$ Total Inuit Labour
\$		\$	\$	\$	\$	\$
<i>Adjustment %'s</i>	(0%)	(14)%	(7%)	(21%)	(7%)	

**APPENDIX C
CONTRACTOR'S OBLIGATION
TO PROVIDE INUIT CONTENT**

Tender Reference Number RFT # CGSHQ-14024-01

(Please refer to number when making inquiries)

Page 1 of 3

1. GENERAL

- 1.1. This contract pertains to work in Nunavut and the Nunavummi Nangminiqaqtunik Ikajuuti (NNI) Policy applies to this tender; a copy of the NNI Policy is available from the Department of Public Works and Services. This contract contains provisions regarding the minimum prescribed level of Inuit Labour that must be met or exceeded in the performance of the work. The requirements set out in this Appendix to meet the minimum prescribed levels of Inuit Labour is a fundamental term of the contract. The minimum prescribed level of Inuit Labour shall be complied with.
- 1.2. If the amount of Inuit Labour identified by the bidder on Appendix "B" of the tender is less than the tender requirement, this would result in an obvious qualification to the tender submission by the bidder that would ordinarily cause the tender to be considered non-responsive.
- 1.3. 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, specifically Articles 12.3 and 12.4 of the 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.
- 1.4. Inuit Labour and Inuit Goods and Services (as well as Nunavut Local Labour and Goods and Services) identified on the tender forms shall receive a bid adjustment in accordance with the NNI Policy.

2. DEFINITIONS

- 2.1. "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.
- 2.2. "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.
- 2.3. "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.
- 2.4. "Goods and Services" means the entire dollar value of the Work including Labour. For further clarification "Inuit Goods and Services" includes all labour of Inuit Firms attributable to and paid from the Contract.

- 2.5. "Inuit Content" is defined as the dollar value of the goods and services required by the Contract supplied by any Inuit Firm or Inuit sole proprietorship and Inuit Labour. Inuit Content may include:
- i. goods and services supplied by an Inuit Firm or Inuit supplier acting as the General Contractor. These are referred to as "own forces";
 - ii. goods and services supplied by an Inuit Firm or Inuit supplier so long as these goods and services 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.

3. REQUIREMENTS

- 3.1. The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services, and shall meet or exceed the Inuit Labour minimum identified in this Appendix when bidding. In the performance of the work, the contractor shall meet or exceed the amounts tendered on Appendix B.
- 3.2. 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 Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the Owner.

4. FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS

- 4.1. In addition to the bonus or penalty prescribed by the Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy) for exceeding or not meeting the minimum prescribed Inuit Labour level set out in this Appendix; the following damages may apply for failure to meet Inuit Labour and/or Inuit Goods and Services requirements:
- 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. 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).
 - iii. 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.

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 prescribed 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.

7. REQUIRED MINIMUM LEVELS OF INUIT LABOUR

- 7.1. For the purpose of this contract, the prescribed minimum level of Inuit Labour to be provided by Inuit workers shall be 30% expressed as a percentage by dollar value for the total labour value for the contract. Inuit Labour is the dollar value of Inuit Labour provided by Inuit and Non-Inuit firms for this contract.

**APPENDIX D
EMPLOYMENT REPORT**

Project No.:	Contract No.:
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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: _____
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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

**APPENDIX F
DESIGNATED TRADES PERSONS**

Tender Reference Number RFT # CGSHQ-14024-01

(Please refer to number when making inquiries)

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: Please submit their trade certificate with tender.

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

COMPLETE AND SUBMIT THIS APPENDIX AS PART OF YOUR TENDER



Community & Government Services

CONTRACT SPECIFICATION

Contract Number:

CGSHQ-14024

ISSUED FOR TENDER

Project:

Hangar Disassembly Iqaluit Airport, Nunavut

Set No.: _____

Table of Contents

1.0 General Outline 3

2.0 Compliance with Regulatory Requirements 3

3.0 Tender Submission..... 4

4.0 Scope of Work 4

5.0 General Construction 5

6.0 Clean-Up upon Completion 5

1.0 General Outline

The Department of Economic Development and Transportation has identified a requirement to disassemble the existing Canadian Helicopter Hangar located on the Apron 1 at the Iqaluit International Airport.

Review attached documents, attend an onsite meeting (not mandatory) and submit an all-inclusive bid to supply all materials, labor and equipment required to complete work stated here-in as required by the Department of Community & Government Services.

- 1.1 The work associated with this project is scheduled to begin September 8th, 2014 with final completion on September 30th, 2014.
- 1.2 A **site showing** between the Project Manager and a Representative of the tendering Contractors will take place on site at the lobby of the Iqaluit International Airport on **Monday, August 18th, 2014 @ 10:30am.**
- 1.3 Any enclosed sketches or list of dimensions shall act as a reference guide only. All dimensions, finishes, sizing, and locations are to be verified by the Contractor on site. Actual conditions on site shall govern.
- 1.4 There are no existing drawings and specification for the hangar available.
- 1.5 All labour and installation shall be warrantied by the Contractor for a period of one year following completion of the contract.

2.0 Compliance with Regulatory Requirements

- 2.1 Obtain and pay all fees for all permits, licenses and certificates required by Authorities having jurisdiction in the performance of the Work.
- 2.2 Comply with all laws, ordinances, codes, orders, regulations, rules and other requirements of territorial, local and other authorities having jurisdiction which are in force during the performance of the Work and which govern the Work, public health and safety, construction safety or any other aspect of the Work. In any case of conflict or discrepancy, the more stringent requirements shall apply.
- 2.3 Comply with the safety requirements as governed by the Nunavut Safety Act and Regulations. For information contact the Worker's Compensation Board.
- 2.4 All work shall be supervised by Sprung Instant Structures (manufacturer) to allow for re-erection at a later date (Re-erection by other, not included in this tender). Bidder need to include all necessary fees from Sprung Structures in this tender. See below for contact info:

Kevin Peplow | Business Development Manager

Sprung Instant Structures

Suite 202, 2 Director Court, Vaughan, Ontario L4L 3Z5

Toll Free: 1-800-528-9899 ext. 27, Office: 905-829-1600 ext. 27, Cell: 647-534-3249

Fax: 905-829-1555, email: kevin.peplow@sprung.com

3.0 Tender Submission

Contractor to submit a lump sum price for all labor, materials & equipment required to complete this project.

“CONSTRUCTION” ALL TRADES

4.0 Scope of Work

To dismantle the Canadian Helicopters hangar in its entirety, and relocate the disassembled components that are salvageable to a nearby location on Airport property for temporary storage until re-assembly at a later date (re-assembly work to be done by other). See attached sketch for Site Location. For purposes of the quotation, the scope and key tasks would be as follows:

- 4.1 Complete permitting process for airside structure disassembly.
- 4.2 Disconnect utilities (electrical only).
- 4.3 Remove exterior skin, to be salvaged and stored.
- 4.4 Remove Heating systems, salvaging heater and ductwork.
- 4.5 Remove interior office.
- 4.6 Remove interior insulated room: salvage metal frame in manageable sections, but dispose of insulation.
- 4.7 Remove exterior doors.
- 4.8 Disassemble metal superstructure.
- 4.9 Label, move, stack and secure salvageable components to a specified location on Airport Property to be determined (likely in the vicinity of the old DND Nose-Dock hangar on old Apron 2) for extended storage.
- 4.10 All work shall be supervised by Sprung Instant Structures.
- 4.11 Clear any other remaining components on the site.

5.0 General Construction

CONTRACTOR MUST ENSURE SAFE PASSAGE FOR THE PUBLIC AND EMPLOYEES ON THE WORK SITE AT ALL TIMES.

- 5.1 Contractor to confirm all measurements on site and report any discrepancies to the Project Manager.
- 5.2 Maintain project site, and public properties free from any accumulation of waste materials and rubbish.
- 5.3 Install barriers to keep pedestrians out of work area at all times maintaining the public's safety. It shall be the contractor's responsibility to ensure safekeeping of all material on site.

6.0 Clean-Up upon Completion

- 6.1 Leave site free of all foreign and surplus materials, cleaning equipment, obstructions and hindrance.
- 6.2 Remove waste materials and rubbish from site and dispose according to local requirements.

ALL SKETCHES PROVIDED ARE FOR VISUAL REFERENCE, ALL MEASURES TO BE CONFIRMED BY CONTRACTOR.

THE END



SITE LOCATION



Department of Community and
Government Services
P.O. Box 1000, Station 620,
Government of Nunavut, Iqaluit, NU,
X0A 0H0
☎ (867) 975-5400 ☎ (867) 975-5457

JOB TITLE:

HANGER DISASSEMBLY
IQALUIT AIRPORT

DRAWING TITLE:

SITE LOCATION

CLIENT:

EDT

PROJECT NUMBER:

CGSHQ-14024

NOTES:

DRAWN BY: I. STOKES

DATE: JULY 30, 2014

SCALE: N.T.S.

DRAWING NO.:

S1