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Nunavut Housing Corporation  
Nunavutmi Iglulirijirjuarkut  
Société d'habitation du Nunavut

## NUNAVUT HOUSING CORPORATION

### Request for Tenders (RFT)

#### Minor Construction or Services

**Project Number:** AV 6518-300-001

**Project Name:** Fuel Tank Replacement - 32 Units

**Project Location:** Arviat, Nunavut

**Reference Number:** RFT-6518-300-001

**RFT Issue Date:** APRIL 7, 2017

**RFT Closing Date:** APRIL 28, 2017

# REQUEST FOR TENDER

## Instructions to Bidders

Reference Number **RFT-6518-300-001**

(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 NHC 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 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 NHC;
- iv) **“Contract”** or **“Agreement”** means the Signed agreement between the NHC 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 NHC 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 Nunavut Housing Corporation 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) **“NHC”** or **“Owner”** in the case of this RFT means the Nunavut Housing Corporation 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 Nunavut Housing Corporation.
- 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 fax transmission or via the Nunavut Tenders “Bid Box”.**
4. **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 NHC 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 NHC.
  - e) The NHC 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.

# REQUEST FOR TENDER

## Instructions to Bidders

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(please refer to this number when making inquiries)

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 NHC 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.

**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 (the NNI Adjustments Bid 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 NHC will calculate the bid adjustments in accordance with the evaluation and award provisions below. **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 in 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.**
8. **Failure to submit an NNI Incentives Bid 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.**

9. 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

10. THE BUYER IDENTIFIED ON THE BID FORM IS THE ONLY PERSON AUTHORIZED TO ANSWER QUESTIONS ABOUT THIS RFT.
11. 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 can be guaranteed.

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

13. 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 NHC 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.
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 NHC. 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 NHC 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.

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

15. The NHC 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.
16. 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

# REQUEST FOR TENDER

## Instructions to Bidders

Reference Number **RFT-6518-300-001**

(please refer to this number when making inquiries)

and time. Notwithstanding the foregoing, in the event of inclement weather, the NHC may extend the tender closing date on the day of closing.

17. 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.
18. Bidders not included in the Bidders List on the Nunavut Tenders website will not receive addenda directly from the Buyer or Contract Authority.
19. Bidder shall acknowledge receipt of addenda on the Tender Form.

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

20. Bidders may amend or withdraw their tender submission at any time before the stated closing date and time but not after.
21. 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.

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

23. Amendments may be submitted by fax or submitted online in accordance with the provisions of the submission rules above.
24. 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**

25. Bids shall remain valid, irrevocable and open for acceptance by the NHC for a period of 90 days.
26. 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.

27. 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.

28. 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.
29. The NHC 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”.
30. The NHC 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.

31. 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 NHC that it has corrected all documented deficiencies and grievances against it. For greater clarity, if successful on future tenders, such a Bidder may be required to furnish bid security with future tenders and contract on resulting contracts until the NHC is satisfied that the Bidder is fully Responsible.

# REQUEST FOR TENDER

## Instructions to Bidders

Reference Number **RFT-6518-300-001**

(please refer to this number when making inquiries)

### BID EVALUATION – NNI BID ADJUSTMENTS

32. One of the priorities of the NHC is to ensure that Nunavut, Inuit and Local materials, equipment and labour are used in NHC contracts; therefore, the NNI Policy applies to this RFT.
33. 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 25%.
34. 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 bid on the Tender Form, or if the pricing on Appendix B contains mathematical errors, bid adjustments will be denied.
35. The NHC 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.
36. The NHC 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 NHC 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

37. 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."*
38. 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 for signature by the NHC's contracting authority. The successful Bidder and the NHC shall not acquire any legal or equitable rights or privileges under any ensuing Contract until it is signed by both parties and formally awarded.
39. 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 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 NHC 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.wsc.nu.ca/Pages/default.aspx>) *Registering A Business* page.
  - b) 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 NHC 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 undertaking any work or services in Nunavut. For more information, call (867) 975 – 6590; e-mail ; or visit the Corporate Registries website at: [http://nunavutlegalregistries.ca/cr\\_index\\_en.shtml](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](mailto:payrolltax@gov.nu.ca), or visit the website: [http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax\\_payroll](http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax_payroll).
  - d) If the successful bidder has defaulted on a previous contract, but has not been deemed Not Responsible, the Owner **may** require contract security as a condition of contract award.







(Please refer to this number when making inquiries)

Issue Date: APRIL 7, 2017 Closing Date & Time: APRIL 28, 2017 @ 15:00hrs EST

Form containing bidder information: Bidder's Name and Address, NNI Registration #, NTI Registration #, Bidder's Authorized Representative (Print), Name and Title, Phone Number, E-mail.

Fuel Tank Replacement - 32 Units, Arviat, Nunavut

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 - 2 pages
3. Bid Submission Form – 1 page
4. Appendix A – Contract Terms and Conditions – 4 pages
5. Appendix B – NNI Adjustments Form – 1 page
6. Appendix C – Contractor's Obligation to Provide Inuit Content – 2 pages
7. Appendix D – Employment Report – 1 page
8. Appendix F – Scope of Work CW Drawings, Specifications, Material List and Installation Checklist. – 9 pages
9.

BIDDER'S OFFER AND ACKNOWLEDGEMENTS

The Bidder hereby covenants and agrees to execute and complete the work described herein, on or before the 3rd day of November, 2017 in a professional and competent manner, in accordance with the terms and conditions outlined in the Contract, 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. Prices are in Canadian funds and do not include GST.
3. The bid price 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 NHC 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 NHC 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.

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

GOVERNMENT OF NUNAVUT (OWNER) ACCEPTANCE

Government of Nunavut acceptance signature line with fields for Nunavut Housing Corporation Authorized Signature, Title, and Date.

**Issue Date:** APRIL 7, 2017 **Closing Date & Time:** APRIL 28, 2017 @ 15:00hrs EST

## **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. Enter a grand total (lump sum) price to complete the entire project, and sign the Contractor's Offer Section of the Bid Form. All work provided for in the Contract Documents must be completed by the "on or before" date and within the contract price set out in the Bid Form/Contract Signature Page. Failure to complete contracts on time and on budget may result in a poor performance rating on future tenders.

### **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 NHC 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 NHC 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.





# REQUEST FOR TENDERS

Reference Number **RFT-6518-300-001**

## Bid Submission Form

(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
- INSURANCE AS PER CONTRACT CONDITIONS
- REGISTERED FOR NUNAVUT PAYROLL TAX
- LOCAL BUSINESS LICENSE

Contract Terms and Conditions

(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 re-enacted 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 NHC, in writing, and present a plan whereby the conflict may be managed or avoided. Upon receipt of such notice, the NHC 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 NHC's offices and premises are to be scent free. The Nunavut Housing Corporation recognizes the health hazards associated with perfumes and scents in the workplace, to all employees and persons on NHC 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.

**Contract Terms and Conditions**

(Please refer to this number when making inquiries)

- o. The Contractor will respect the privacy and property of the NHC, and the personal and private property of NHC 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.
- 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 state 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.
- 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 NHC:
  - 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 NHC 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.

## Contract Terms and Conditions

(Please refer to this number when making inquiries)

- e. upon completion and acceptance of Work pay the Contractor the agreed Contract sum less any assessments made under the Contract.
- f. should there be a change in scope for this project, a change order must be used. Change orders will be valid only if written up on an NHC Change Order form, the form is approved and signed by all 3: the District Director, the contractor representative with signing authority and the NHC Maintenance Manager/CDO; and extra work is not to proceed until approval has been established by way of the change order process.

### 4. TERMS OF PAYMENT

- a. Upon satisfactory completion of the contract the NHC will pay to the Contractor the sum of the total for all services provided under the contract. This amount includes all costs to the Contractor in providing the services specified under the contract and no additional amount will be paid to reimburse the Contractor.
- b. The NHC will make periodic progress payments upon submission of progress claims by the Contractor and verification/validation by the NHC, provided such claims are for a period of not less than 30 days.
- c. Payments to Nunavut Businesses or Inuit Firms, as defined by the Government of Nunavut's Nunavummi Nangminiaqtunik Ikajuuti (NNI Policy), will become due and payable 20 days after receipt of the invoice, provided the invoice is approved by the designated Manager.
- d. Payments to other Contractors will become due and payable 30 days after receipt of the invoice, provided the invoice is approved by the designated Manager.
- e. The NHC shall, not later than 30 days, and in accordance with the Nunavummi Nangminiaqtunik Ikajuuti, after issuance of a progress report, pay the Contractor an amount that is equal to 85% of the value indicated in that progress report.
- f. The NHC, shall, not later than 60 days after the date of issuance of a Final Certificate, pay the Contractor the hold back funds.
- g. A Final Statutory Declaration containing a deposition by the contractor that he has discharged and satisfied all his lawful obligations and any lawful claims against him that arose out of his performance of the contract must accompany the Contractor's final claim for payment.
- h. GST is applicable and must be shown separately on all claims.

**Nunavummi Nangminiaqatunik Ikajuuti – Bid Adjustments Form**

The following information **MUST** be provided by proponents wishing to receive any pricing 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 or 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 NHC and bid adjustments will be applied in accordance with the business's status as an Inuit Firm or Nunavut Business. 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) <span style="float:right">Yes or N/A if no sub(s)</span></i>	

**COST ELEMENTS BREAKDOWN** *(Give a breakdown of your total bid by applicable cost components).*  
**Notes:** 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 status will be verified by the NHC and bid adjustments will be in accordance with the business's status.

<b>List as “own forces” or if the Bidder (as the General Contractor) is providing the component). If not own forces, then list the full business name of the company providing the component.</b>			<b>Check the appropriate column(s) below for each named company. Company status will be verified by the NHC and prices adjusted based on actual registered status where a box is checked. If a box is not checked, an adjustment 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>	

**Payroll Breakdown:** Indicate the General Contractor’s Inuit, Nunavut and Other Labour payroll amounts. Sub-contractors must 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 low 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>		<i>(10%)</i>	<i>(5%)</i>	<i>(up to 25%)</i>	<i>(5%)</i>	



## 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.

## Contractor's Obligation to Provide Inuit Content

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.

### 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 60% (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 Nangminiqaqtunik 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	First Day on Project Site	Last Day on Project Site	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 - Scope of Work

**PROJECT NUMBER:** AV 6518-300-001

**PROJECT NAME:** Fuel Tank, Stand & Fuel Line Replacement – 32 Units

**Community** Arviat

**Unit Numbers** 340, 353, 366, 514, 515, 395, 396, 539, 331, 392, 385, 390, 397, 520, 402, 211, 386, 389, 308, 309, 310, 311, 312, 324, 325, 339, 348, 350, 354, 355, 357 and 358

### **Fuel Tank and Stand Replacement**

**Installation to include all labour and material for the removal of the existing tanks and stands and the installation of new 250 gal double wall fiberglass fuel tanks c/w stands, all necessary tank trim, fuel piping, fittings and valves up to and including the flexible connection**

- Ensure that caution is taken to reduce the risk of fuel spills, if any fuel spill occurs it is to be reported to the proper authorities and the Contractor will be responsible for all associated costs in the cleanup of the spills. You may want to ensure you have fuel oil absorbent material on site as this may help in the confinement of a spillage should one occur.
- Clean out interior of existing fuel tank.
- Pump only clean fuel oil from the existing tank into clean temporary holding tanks.
- Water and sludge shall not be transferred if oil is pumped from a replaced tank to a new tank.(CSA B-139-15).
- Dump the sludge and dirty fuel oil and water into containers for discard; follow all National, Provincial/Territorial or Local Authorities' environmental regulations.
- Drain residual oil out of the drip leg and oil lines into the waste oil drum then disconnect the union.
- Assemble new oil tank stand according to manufacturer's instructions. Refer to Drawing A102 for material specifications and construction requirements.
- Replace the pressure treated wood pad under legs of the fuel tank stands. Contractor shall request inspection with NHC representative prior to installation of tank stand.
- The Contractor is responsible for the storage and disposal of all contaminated material for the work site
- Install new 250 gal high profile fuel tank stand (paint silver/grey).See attached drawing A-102
- Install new 250 gal fiberglass double walled fuel oil tank c/w tank trim, piping and fittings for the complete operational installation (gauge, vent whistle, flex line, drip line, shut off valves, etc.). – See material list for minimum required material.
- Verify that the existing oil piping configuration is similar to the attached drawing A 101, making sure that the following essential components are present; drip leg with cap, (NO gate valve on drip leg), (gate valve) next to tank, 1" x 12" or 2"x 18"(site determined) braided flex line, proper piping supports under the building, union, etc. (CSA B-139-15).

- Note: All valves, black iron pipe and fittings shall be new.
- The stainless steel flex joint will be installed in a horizontal position, located between the oil tank and the house, this section is to be placed in a horizontal position with minimal sagging.
- Ensure exterior oil line is installed with proper pipe hangers & supports under the house and to the oil tank (CSA B-139-15) Support installation, foundations and anchorage.
- Caulk around oil piping at interior and exterior penetrations into the house.
- The lowest point on the oil piping will be at the drip leg, to allow water and dirt accumulation.
- Once permanently installed, the tank should be plumb and level(CSA B-139-15) Test new fuel tank.
- Fill fuel tanks with clean fuel.
- Check tank and fuel lines (B 139-15) for leaks and repair if needed. The Contractor will be responsible for any clean up.
- Check to ensure fusible link (shut off valve) is present and that the valve is operating properly; if the fusible link shutoff valve is not operating, inform the LHA.
- Supply and Install gauge protector (Vilco GP 1 or 2) and valve outlet protector (Vilco VP1 or 2).
- Drip leg nipple and cap shall be Schedule 80.
- Ensure that all air is removed from the fuel line piping and all appliances are operating properly.
- Construction methods to conform to NBC (National Building Codes) and CSA B139-15.
- See attached sketches and commodity form for required material and reference to installation.

### **Cleanup**

- Supply all labor and equipment for clean-up throughout the construction period of this contract and a final clean-up at the construction end.
- Contractor shall dispose of old used materials as per LHA, Federal and Nunavut Territorial requirements

### **Certification**

- All work is to be conducted under the supervision of a licenced OBM Journeyman
- Contractor shall submit a completed Tank & Supply System Installation Checklist (attached) for each tank installation prior to requesting final inspection or invoicing.

### **Attachments**

Drawing A-101 - Fuel Tank Pipping Layout (1 page)

Drawing A-102 - Tall Stand Details and Elevations (1 page)

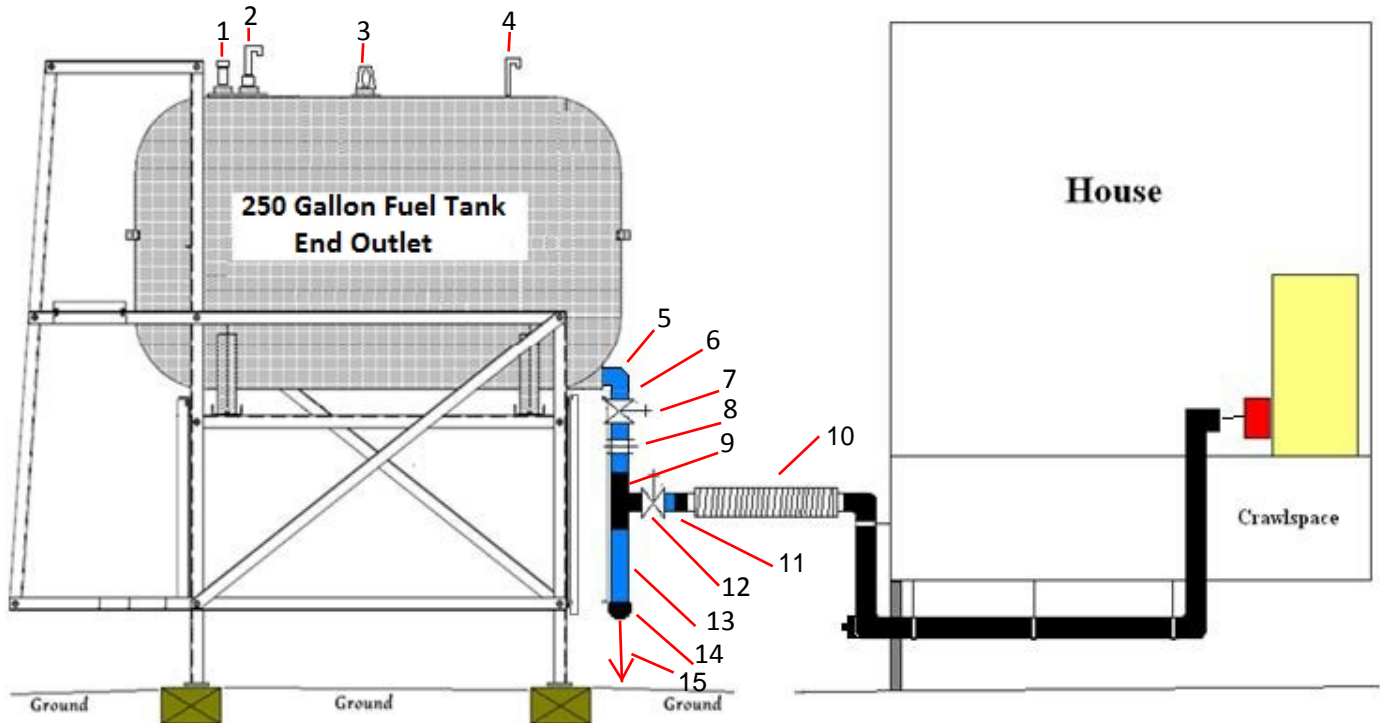
Drawing A-103 - Presure Treated Foundation (1 page)

Fiberglass Fuel Oil Storage Tank Specifications (1 page)

Tank & Supply System Installation Checklist (1 page)

Minimum Material List For one Tank Installation (1 page)

## A 101 - Fuel Tank Piping Layout



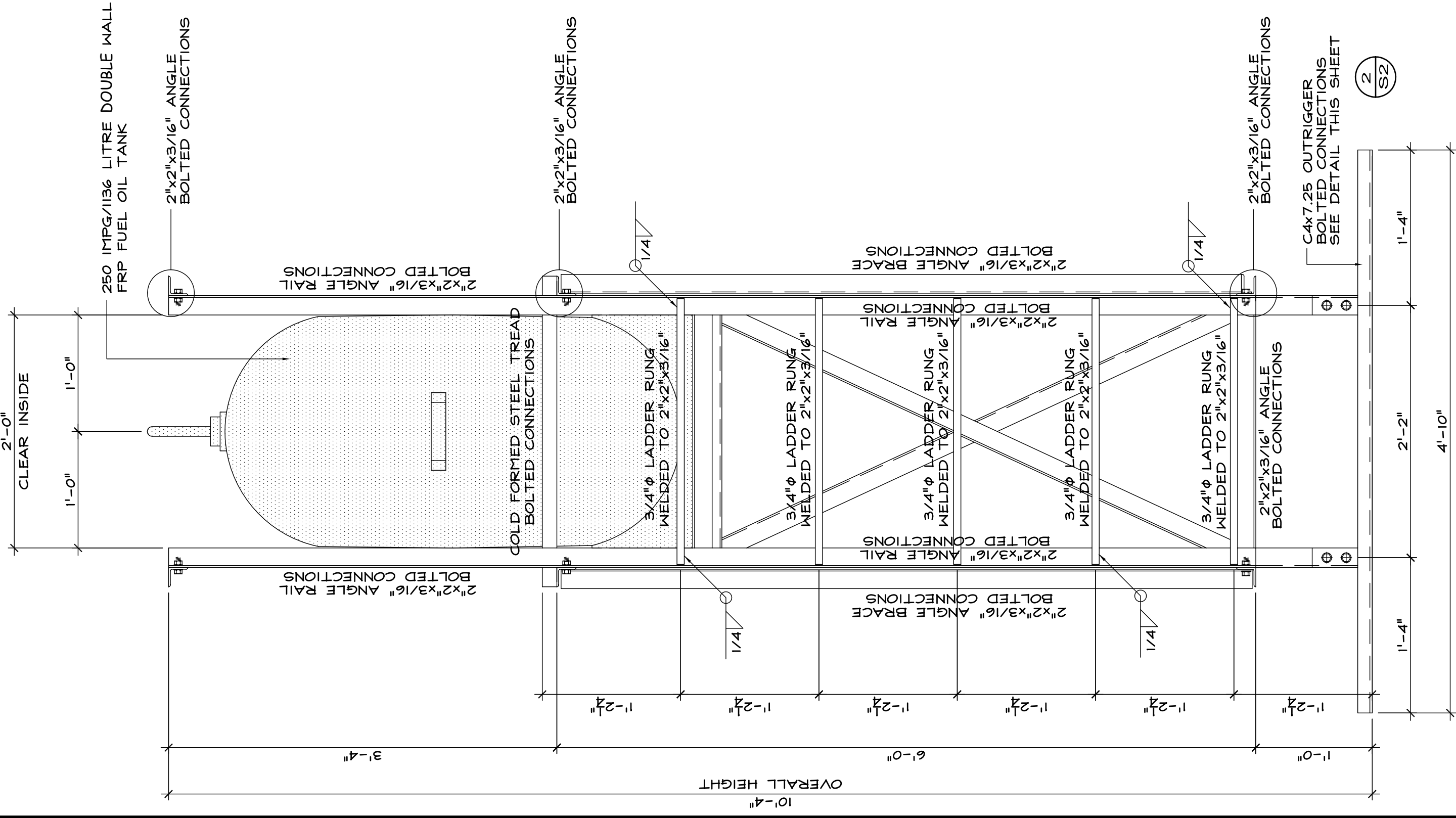
### FITTINGS AND PIPING

The list describes the fittings and method of installation to use when installing the piping for the 250 gallon, fiberglass, double-walled, oil tank. NOTE: The list item numbers correspond to the numbers on this drawing.

1. Fill pipe: 2" x 6" black iron nipple and cast steel hinged fill cap.
2. Vent alarm/fill vent – vent whistle: 18" high x 1 ¼" nipple, with **mushroom** vent cap.
3. 1 ½" Fuel level gauge and gauge protector
4. Double wall interstitial space vent: 1" diameter x 6" long black iron nipple, two 90 degree elbow looking down.(Fiberglass fuel tanks only )
5. 2" x close" black iron nipple and 2" black iron 90 deg elbow .
6. 2" x 3" long black iron nipple
7. Tank isolation valve: 2" IPS oil compatible gate valve.
8. 2" black iron union.
9. 2" black iron tee.
10. Horizontal flex connector: at this point can be either 1" or 2" stainless corrugated w/braided stainless outer sheathing.
11. 2" x 1" black iron reducing coupling (optional, depending upon size of piping to house)
12. House isolation valve: 2" ips oil compatible gate valve. Can be located either before or after the isolation valve.
13. Drip leg: 2" x 6" long black iron nipple.(SCHEDULE 80)
14. Removable drip leg cap: 2" malleable black iron cap(SCHEDULE 80)
15. Distance to ground from bottom of drip leg needs to be 12 inches or higher to allow for ease of draining drip leg each summer.

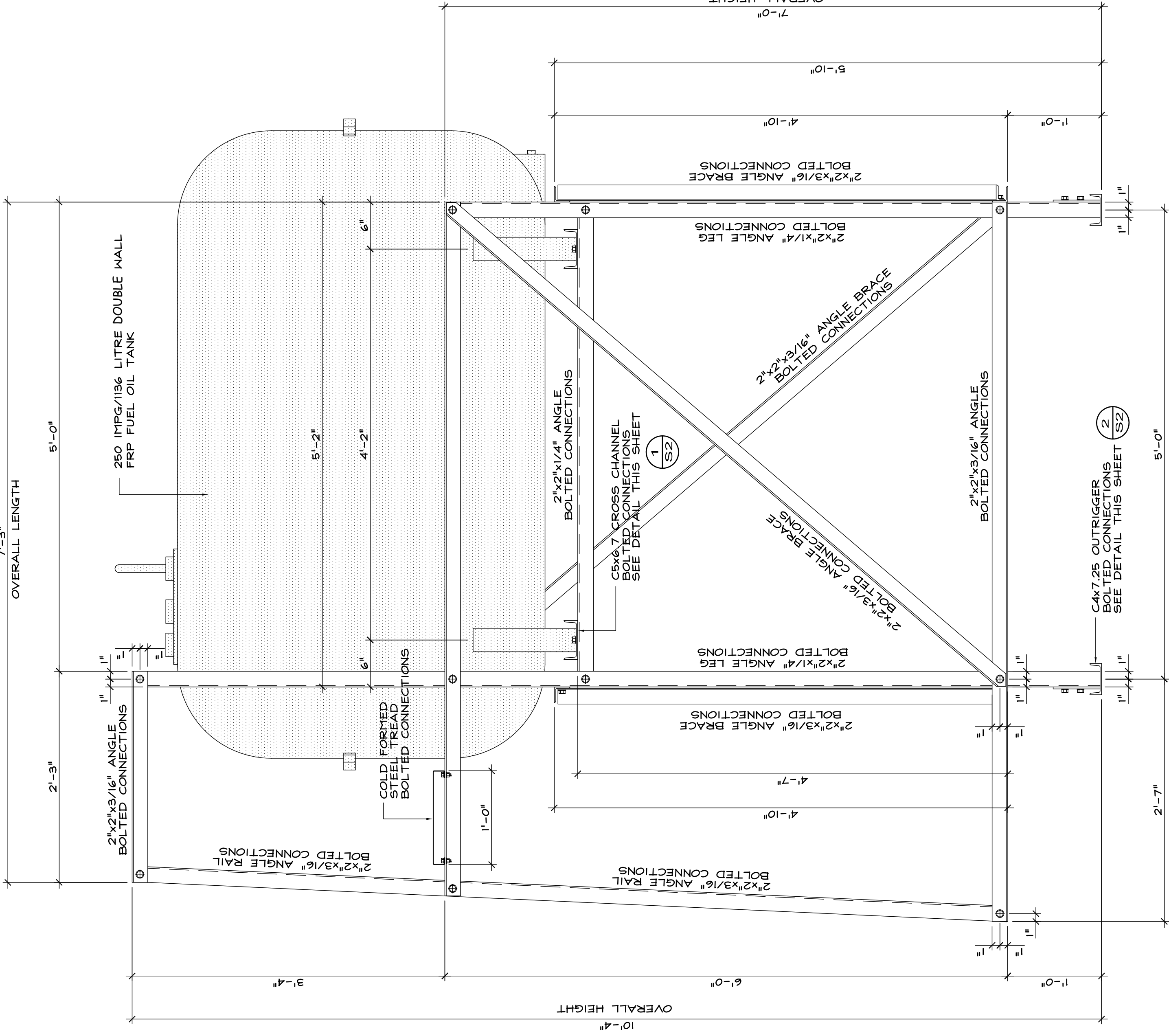


**CONTRACTOR NOTE:**  
 INSTALL CHANNELS AND POSITION FRP TANK SUCH THAT THERE IS NO CONTACT BETWEEN THE SIDE OF THE TANK LEGS AND THE STEEL CHANNEL.  
 FAILURE TO DO SO WILL VOID THE TANK WARRANTY BY THE TANK MANUFACTURER.

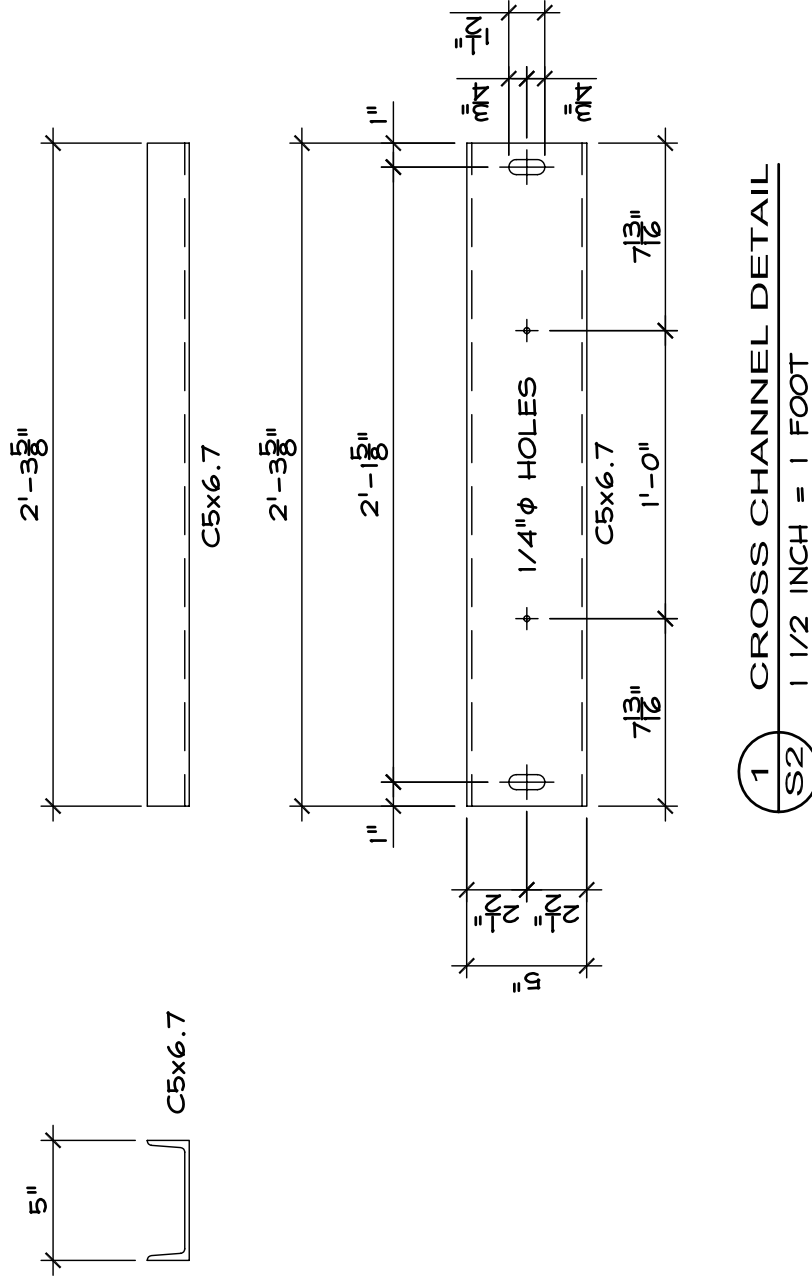


(A) FUEL TANK STAND - FRONT VIEW  
 1/4 INCH = 1 FOOT

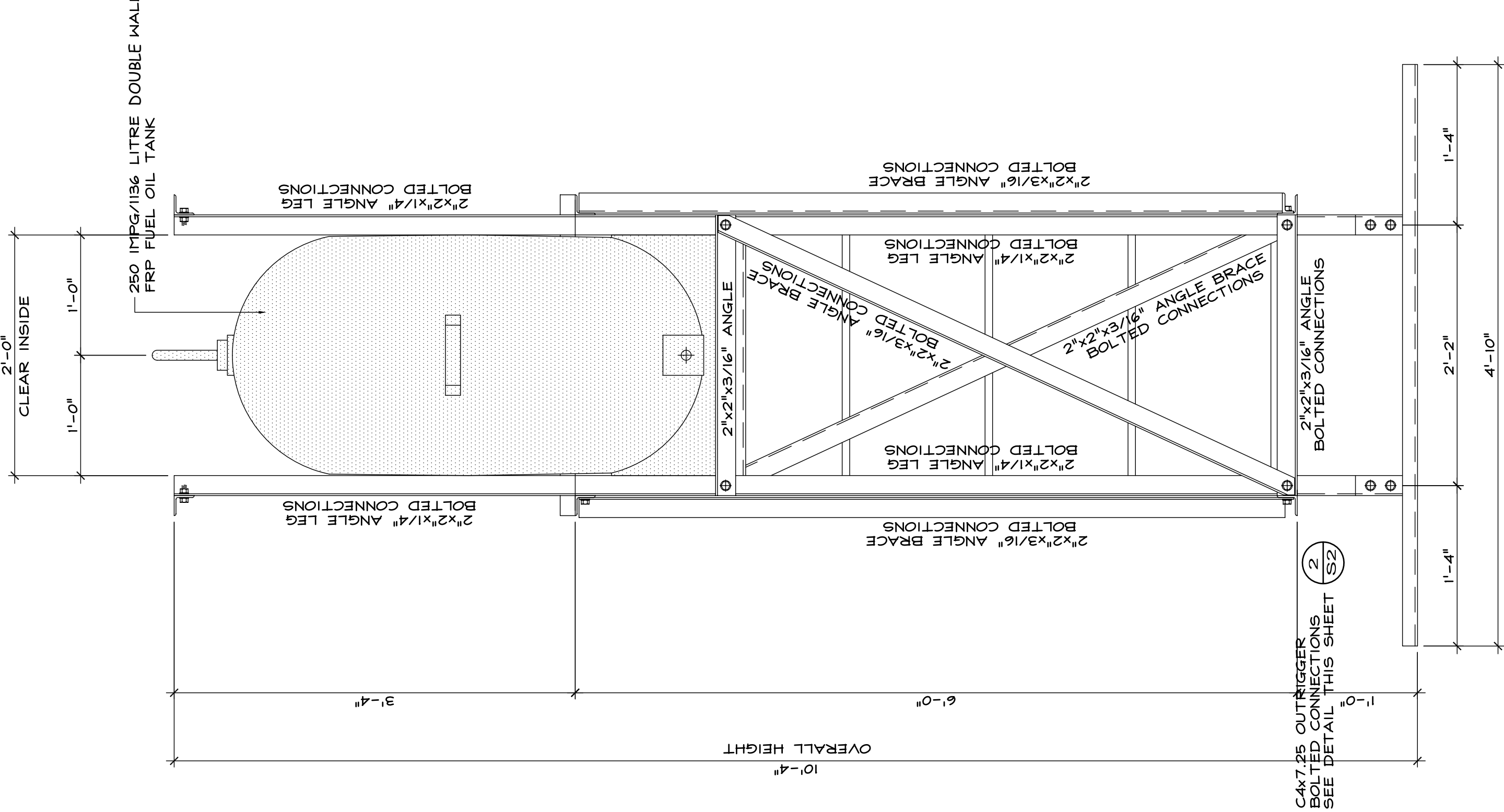
- STRUCTURAL STEEL SPECIFICATION**
- STRUCTURAL STEEL IS TO CONFORM TO CSA G40.21 WITH THE FOLLOWING GRADES:  
 CHANNELS 300M  
 BARS AND PLATES 300M
  - SUPPLY MISCELLANEOUS ITEMS INCLUDING ALL ANCHOR BOLTS, EXPANSION BOLTS, AND OTHER MEANS OF ANCHORAGE NOT SPECIFICALLY CALLED FOR ELSEWHERE. CHANNELS, ANGLE BOLTS AND OTHER ANCHILLARY FASTENING NOT SPECIFIED ELSEWHERE.
  - BASE PLATE ANCHOR BOLTS ARE TO CONFORM TO CSA A-36 TO DIAPHERETS AND LENGTHS INDICATED ON DRAWINGS.
  - FABRICATE AND ERECT STRUCTURAL STEEL TO CSA S16-01
  - WELDING TO CONFORM TO CSA W-59 BY FABRICATORS CERTIFIED BY THE CANADIAN WELDING BUREAU TO THE REQUIREMENTS OF CSA M47.1 DIVISION 1 OR 2.1
  - ALL STEEL COMPONENTS ARE TO BE PRIME AND PAINTED TO STEEL TREAD SHALL BE HOT-DIPPED GALVANIZED. B GAUGE, SAFETY GRIP CHANNEL 121 WIDE x 1 1/2" THK. x WIDTH AS PER SKETCH AND AS MANUFACTURED BY ISG SAFETY GRATING PRODUCTS.



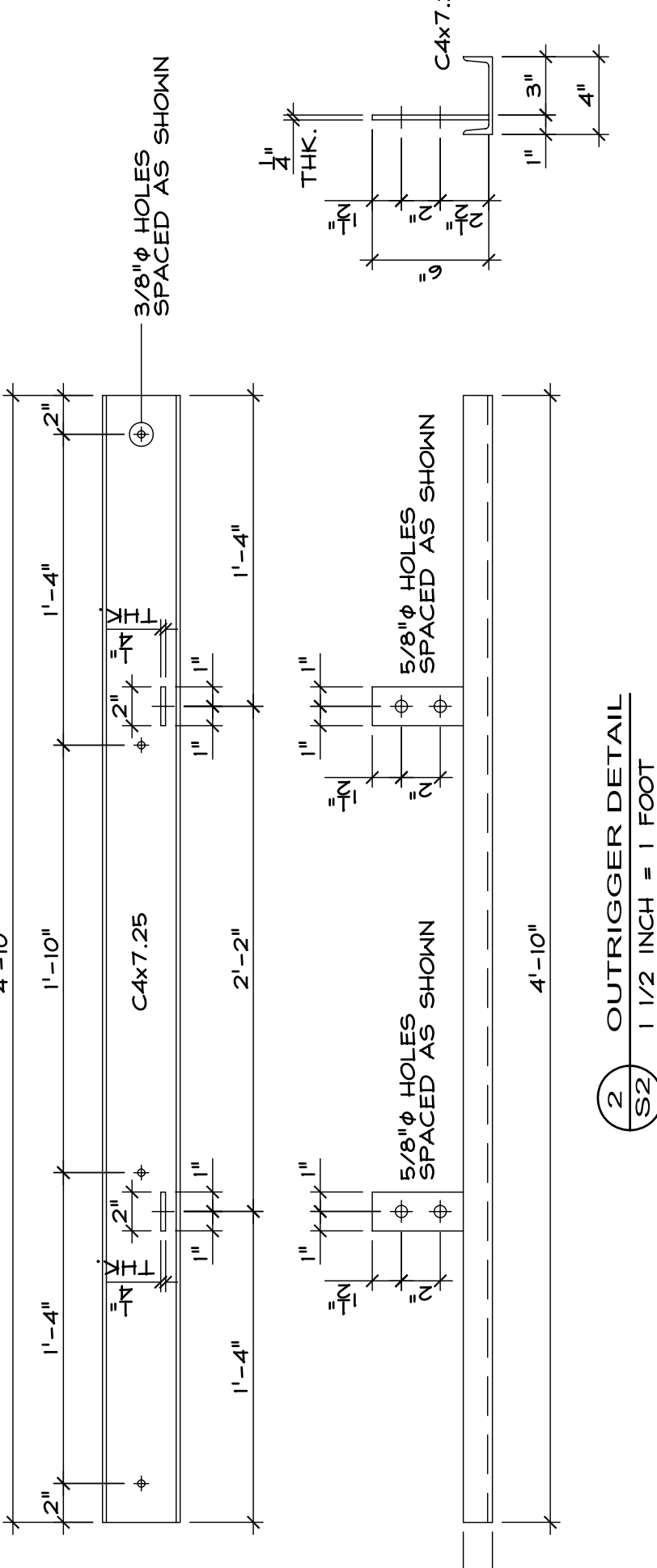
(B) FUEL TANK STAND - SIDE VIEW  
 1/4 INCH = 1 FOOT



(1) CROSS CHANNEL DETAIL  
 1/2 INCH = 1 FOOT

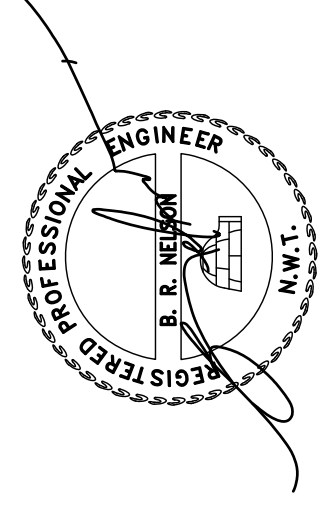


(C) FUEL TANK STAND - REAR VIEW  
 1/4 INCH = 1 FOOT



(2) OUTRIGGER DETAIL  
 1/2 INCH = 1 FOOT

**FABRICATOR NOTE:**  
 1. ALL BOLTED CONNECTIONS TO BE 1/2" GRADE 8 BOLTS, C/W NUT AND LOCK WASHER.  
 2. ALL HOLES TO BE 9/16" UNLESS NOTED OTHERWISE.



**PERMIT TO PRACTICE**  
 NELSON ENGINEERING INC.  
 Signature: \_\_\_\_\_  
 Date: March 17, 2011  
 PERMIT NUMBER: P406  
 The Association of Professional Engineers, Geologists and Geophysicists of the NWT, N.U.

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No.	REVISION	DATE	BY
4			
3			
2			
1	angle size revised	06/01/11	brn
0	issued for construction	06/01/11	brn

(A) (S1) A - DETAIL NO. S1 - SEE DRAWING WHERE DETAIL ORIGINATES



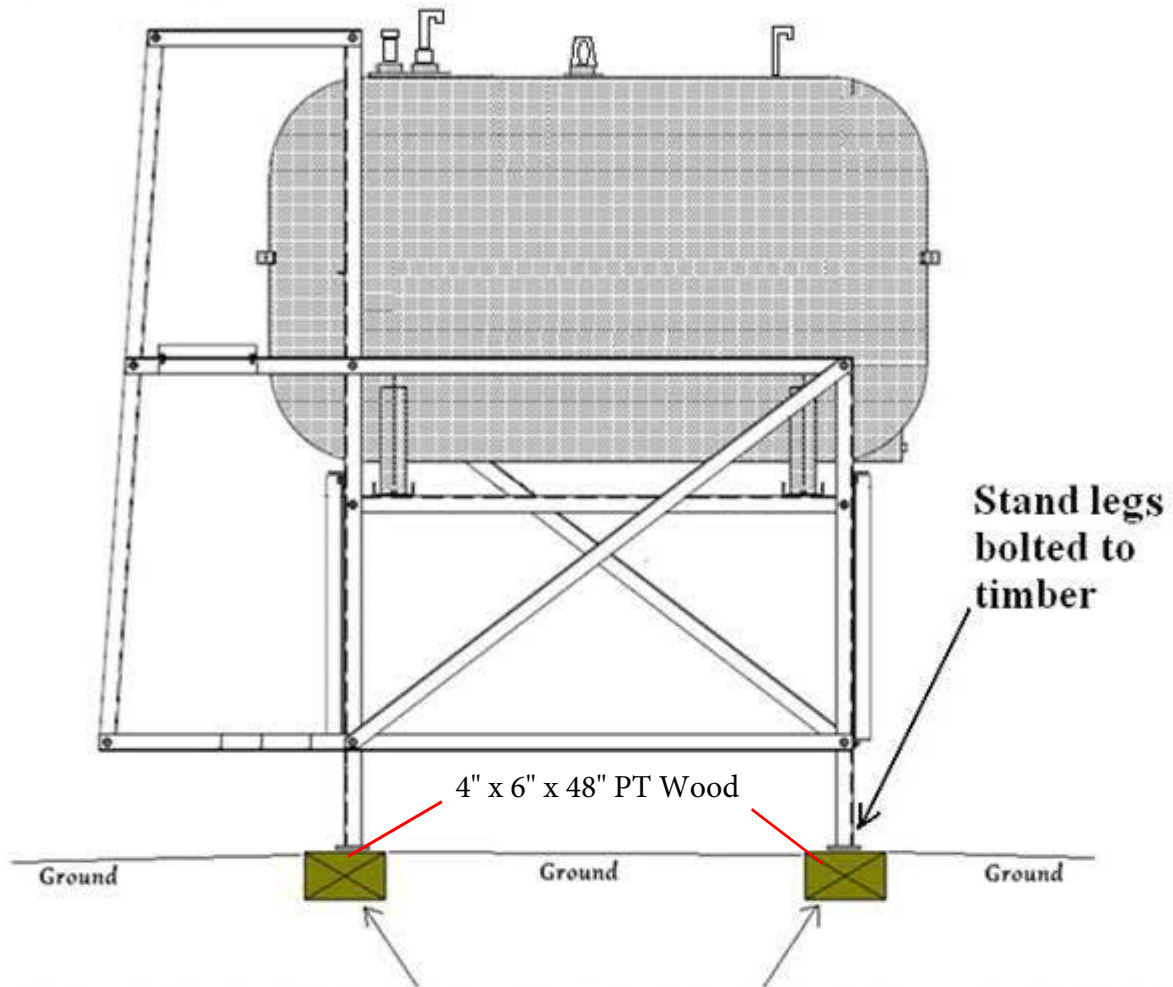
**PROJECT:**  
 HOME OWNERSHIP  
 FRP FUEL OIL TANK STAND  
 250 GALLON  
 TALL HEIGHT

**DRAWING:**  
 FRONT VIEW  
 SIDE VIEW  
 CROSS CHANNEL DETAIL  
 OUTRIGGER DETAIL

**DRAWN:** brn  
**DATE:** January 2011  
**FILE No.:**  
**CHECKED BY:**  
**SCALE:** as noted  
**SHEET No.:**

**REVISION**  
 2  
**A 102**

## A 103 - Pressure Treated Foundation



**This method of foundation timbers is permitted and complies with fire code. Timbers completely buried with only tops visible.**

## FIBERGLASS FUEL OIL STORAGE TANK SPECIFICATION

### 1. Fiberglass Fuel Oil Storage Tank

.1 All fuel oil storage tanks shall be designed, constructed and manufactured in accordance with the Canadian Standards Association Standard B139-09 Installation code for oil-burning equipment.

.2 250 Gallon Fiberglass Fuel Tank Replacement Shall Be:

- .1 250 Gallon
- .2 Double Wall
- .3 End Outlet: 2 inch
- .4 Dimensions: 52 ½" X 24" X 79 ¾"
- .5 Standard of Acceptance: Vilco D252 End Outlet

.3 200 Gallon Fiberglass Fuel Tank Replacement Shall Be:

- .1 200 Gallon
- .2 Double Wall
- .3 End Outlet: 2 inch
- .4 Dimensions: 52 ¾" X 24 ¼" X 65"
- .5 Standard of Acceptance: Vilco D202 End Outlet

.4 Shall be constructed and manufactured using UV and fire resistant fiberglass/resins and conform to ULC specifications for above ground non- metallic tanks for Fuel Oil ULC C80.1-12.

.5 All fuel oil storage tank ends are to be complete with lifting handles.

.6 All fuel oil storage tank designs shall be provided with a 2" diameter fill connection, 2" diameter end outlet, 2" diameter vent connection and 1 ½" fuel gauge connection. The fill, vent and gauge connections shall be located on the top of the tank. The outlet is to be end connected.

.7 All fuel oil storage tank designs must have a minimum 30 year limited warranty against leaks caused by corrosion.

.8 All fuel oil storage tank openings are to be capped for storage and shipping and the tank shall be enclosed in a plastic bag from top to bottom for storage and shipping.

.9 Submit detailed shop drawings indicating specifications and instructions for the installation of the tank.

END OF SECTION





Directorate -Iqaluit  
 P.O. Box 1000  
 Iqaluit, NU  
 X0A 0H0

Qikiqtaaluk  
 P.O. Box 155  
 Cape Dorset, NU  
 X0A 0C0

Kivalliq  
 P.O. Box 540  
 Arviat, NU  
 X0A 0E0

Kitikmeot  
 P.O. Box 110  
 Cambridge Bay, NU  
 X0B 0C0

## Tank & Supply System Installation Checklist

**To be completed & submitted by the installer before final inspection**

**Installation Location:** \_\_\_\_\_

\_\_\_\_\_ Municipal or Legal Address

Date Issued: \_\_\_\_\_

Inspection Date: \_\_\_\_\_

Owner Information:	Installer Information:
Owner's Name: _____	Installer's Name: _____
Address: <input type="checkbox"/> Same as above _____	Company Name: _____
_____	Location: _____
_____	Contact No: _____
Contact #s: <input type="checkbox"/> Home <input type="checkbox"/> Cell _____	E- mail: _____

Tank Information	Type: <input type="checkbox"/> Steel Single-Wall <input type="checkbox"/> Steel Double-Wall <input type="checkbox"/> FRP Single-Wall <input type="checkbox"/> FRP Double-Wall <input type="checkbox"/> Steel Double-Bottom <input type="checkbox"/> Other (specify): _____
Number of tanks: _____ <input type="checkbox"/> Primary tank <input type="checkbox"/> Auxiliary tank <input type="checkbox"/> bottom-connected <input type="checkbox"/> Pressure-filled top-connected	Tank Standard: <input type="checkbox"/> S602 <input type="checkbox"/> C80.1 <input type="checkbox"/> Other (specify): _____
Size: _____ <input type="checkbox"/> Litres <input type="checkbox"/> Gallons	Date of Manufacture: _____
Manufacturer: _____ Serial #: _____	
Location: <input type="checkbox"/> Indoors <input type="checkbox"/> Outdoors Describe: _____	
<input type="checkbox"/> Distance is acceptable from building exits (6.4.2), fuel-fired appliances (6.2.3.2), and property lines (8.3)	
<input type="checkbox"/> Clearance around tank(s) meet B139.2-15 Code requirements for inspection (6.4.3)	
<input type="checkbox"/> Protection is provided from vehicular damage or other conditions incidental to outdoor use (6.4.1)	
Support: <input type="checkbox"/> Pipe legs with flanges <input type="checkbox"/> Elevated Stand <input type="checkbox"/> Manufacturer's support <input type="checkbox"/> Other _____	
Base/Foundation: Meets requirements of <input type="checkbox"/> B139.2-15 Code (6.3) <input type="checkbox"/> Manufacturer's installation instructions	
Describe base/foundation: _____	
_____	
Fill & Vent Pipes: Size, material, & configuration meet requirements of <input type="checkbox"/> B139 Code <input type="checkbox"/> Manufacturer's instructions	
<input type="checkbox"/> Termination cap and location meet requirements of the B139.2-15 Code	
Gauge & Whistle: Meets requirements of <input type="checkbox"/> B139.2-15 Code (6.7) <input type="checkbox"/> Manufacturer's installation instructions	
Tank Leak Test: Test method met requires of <input type="checkbox"/> B139.2-15 Code (6.9) <input type="checkbox"/> Manufacturer's instructions	
Describe test method and results: _____	
_____	
Name & signature of person who conducted test: _____	
Print Name	Signature
Date of Test: _____	

**Supply System Information**

**Material(s):**  Piping  Copper tubing  Flexible connector  Other (specify): \_\_\_\_\_

Describe standard, schedule, grade of materials used: \_\_\_\_\_  
\_\_\_\_\_

**Location:**  Indoors  Outdoors  Aboveground

**Configuration:**  One-line system  Two-line system  Other (specify): \_\_\_\_\_

**Fittings and Joints:** Meets requirements of  B139.2-15 Code  Manufacturer's installation instructions

Describe materials and method: \_\_\_\_\_  
\_\_\_\_\_

**Aboveground Supply Line Support and Protection:**  Supported in compliance with the B139.2-15 Code

- Protected from physical damage and corrosive atmospheres and meets B139.2-15 (5.2.5)
- Protected from contact with concrete or any material that can cause a galvanic (rust) reaction

**Valves:** Type:  Ball  Globe  Gate  Plug  Fusible  Anti-siphon  Other (specify): \_\_\_\_\_

- Suitable and certified for intended use
- Located at the tank outlet and at other service locations (5.6.2)
- Readily accessible and protected from damage

**Drip Leg:**  Install complies with specifications

- Nipple and cap only, no valve on drip leg
- Readily accessible and protected from damage

**Filter(s):**  Certified for the intended use

- Mesh size and installation complies with Code and the manufacturer's instructions (filter, burner, appliance)
- Installed indoors. If not, provide justification: \_\_\_\_\_
- Temperature rating or fire protection meets requirements of B139.2-15 Code

**Deaerator:** Make and model: \_\_\_\_\_

- Certified for the intended use
- Installation complies with B139.2-15 Code and the manufacturer's instructions (deaerator, burner, appliance)
- Filter and fusible link valve installed upstream
- Temperature rating or fire protection meets requirements of B139.2-15 Code

**Pumps:** Type(s):  Integral to burner  Lift pump  Booster  Other (specify): \_\_\_\_\_

- Installation complies with B139.2-15 Code and the manufacturer's instructions (pump, burner, appliance)

**Leak Test Method and Results:**  Entire Supply system is oil tight Describe method of test: \_\_\_\_\_  
\_\_\_\_\_

Name, signature, and OBM certificate number of person attesting that this checklist is accurate:

_____			Date: _____
Printed name	Signature	OBM #	



**MINIMUM MATERIAL LIST FOR ONE TANK INSTALLATION**

KIVALLIQ DISTRICT		MODERNIZATION AND IMPROVEMENTS				
COMMODITY - Fuel Tank, Stand and Fuel Lines						page 1 of 1
ITEM #	MMOS#	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
1		Fuel oil tank - double walled, fiberglass, 250 gal. <b>As per attached specifications</b>	1	ea.		
2		Oil Tank Stand, <b>Tall size</b> , for 250 gal double walled fiberglass tank. <b>As per attached drawings S1</b> . NEXTreame model or equivalent.	1	ea.		
3		2" black iron nipple, X 2 1/2"(close), MIP x MIP, schedule 40	5	ea.		
4		Locking Fill Cap, Hinged, 2" NPT female connection, Grandby E600-999 or equivalent	1	ea.		
5		Oil Tank Vent Alarm (whistle) , 2' tank connection, 1¼" vent connection, ULC listed, Standard flow rate fill, Short stem, Grandby E500-999UA or equivalent	1	ea.		
6		2" black iron coupling, , FIP x FIP, schedule 40	2	ea.		
7		Oil Tank Vent Cap, 1 1/4 " Fem NPT, Mushroom Type, Rust-resistant zinc-plated cast iron, mesh screen, OEM 4023 or equivalent	1	each		
8		Fuel Guage, 44" long, 1½" NPT tank connection, Grandby Tank Gauge EO44N-999U or equivalent	1	ea.		
9		Gauge Protector, Vilco GP1 or GP2- <b>no substitutes</b>	1	ea.		
10		2" black iron nipple, 6" long, MIP x MIP, schedule 40	1	ea.		
11		1 1/4" X 18" BLACK IRON NIPPLE	1	ea.		
12		2" Black iron nipple, 3" long, MIP x MIP, schedule 40	5	ea.		
13		2" Black iron 90 elbow, FIP X FIP, schedule 40	4	ea.		
14		Outlet Valve Protector, Vilco VP1 or VP2, <b>no substitutes</b>	1	ea.		
15		Valve, Gate, 2" , FIP X FIP, WOG, Forged Brass, 200 PSI	2	ea.		
16		2" black iron union, FIP X FIP, schedule 40	1	ea.		
17		2" black iron tee, FIP X FIP X FIP, schedule 40	1	ea.		
18		2" black iron nipple, 6" long, MIP x MIP, schedule 80	1	ea.		
19		2" black iron cap, FIP , schedule 40	1	ea.		
20		Flexible Connection, 2" dia stainless steel corrugated, outer stainless steel braided protective sheathing, SS MIP ends, 12" in length, designed for use with petroleum based heating oils.	1	ea.		
21		4" x 6" x 8' pressure treated wood	1	ea.		
22						
23						
24						

**MINIMUM MATERIAL LIST ONLY - CONTRACTOR TO DETERMINE REQUIRED MATERIALS**