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Nunalaani Kavamatkunnilu Huliutainni
Department of Community and Government Services
Ministère des Services communautaires et gouvernementaux

April 15, 2004

Nunavut Water Board
P.O. Box 119
Gjoa Haven, NU
X0B 1J0

Attention : Mr. Jim Wall, Technical Advisor

Re : Utilidor Replacement, Area 1, Rankin Inlet, NU

Dear Sir;

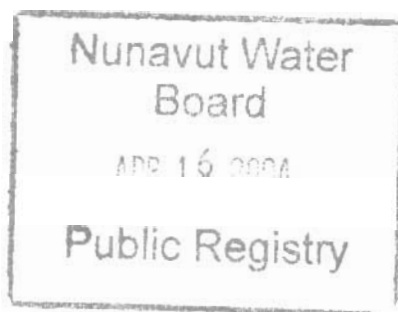
Please find enclosed for your files revised and updated drawings and specifications for the above mention project.

I understand this project had been previously reviewed and accepted by your division.

If you have any questions, please call me at the telephone number below.

Regards,

Wayne Thistle, CET
Project Officer

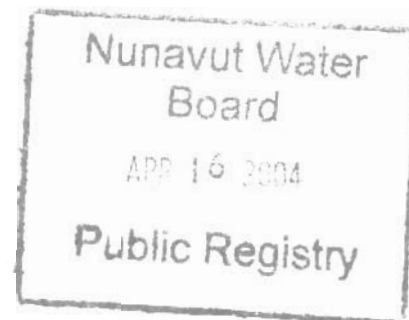


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Construction Contract



Project No: 00-3049

Name of Project: Utilidor Replacement - Area 1

Project Location: Rankin Inlet, NU

Contract Number: _____

Government of Nunavut

Revised: April 2000

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(Information to be Completed by Tenderer and Submitted with Tender)

The following are our unit prices for the units of work listed hereunder. The base price for the work is included in our tender; these unit prices apply only to variances of the estimated quantity.

TO BE COMPLETED BY THE GN			TO BE COMPLETED BY THE TENDERER	
Unit of Work			Unit Price (\$)	
Item	Description	Unit	Addition	Deletion
			\$	\$

APPENDIX B-1

General Contractors & Sub-Contractors Dollar Amount

Project Title: Utilidor Replacement – Area 1

Project Location: Rankin Inlet, NU

Project Number: 00-3049

Tenderers are required to identify the dollar value of Own Forces as well as ALL Sub-Contractors that will be involved in the completion of this project. This Appendix MUST be submitted no later than the time and date set for the Phase I tender closing. If this Appendix is not submitted or is incomplete the tenderer may be disqualified. By signing this Tender, the Tenderer is certifying that the information on this Appendix is correct. Changes to this information will not be accepted after Phase I Tender Closing. The owner reserves the right to ask the tenderer for substantiation of information provided.

General Contractor: (Full Business Name)	Own Forces Amount: (\$)
	\$
Sub-Contractors: (Full Business Name)	Sub-Contract Amount: (\$)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
Other(s)	Amount: (\$)
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
TOTAL	\$

LOCAL/NUNAVUT/INUIT EMPLOYMENT AND TRAINING

Local/Nunavut/Inuit employment and training are high priorities with the Government of Nunavut (GN). General Contractors and Sub-contractors contracted for work on Government of Nunavut projects are required to hire Local and Nunavut and Inuit residents to the maximum extent possible. Information regarding available Local and Nunavut and Inuit workers can be obtained from a Federal Government Employment Centre, a Federal Government Outreach Centre, or Hamlet Office, and Education Department Career Centres of the Government of Nunavut.

Federal Government Employment Centres:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Rankin Inlet	(867) 645-2853	(867) 645-2148
Iqaluit	(867) 979-6271	(867) 979-6070

Federal Government Outreach Centres or Hamlet Offices:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Arviat	(867) 857-2678	(867) 857-2502
Qikiqtarjuaq (Broughton Island)	(867) 927-8832	(867) 927-8120
Cape Dorset	(867) 897-8943	(867) 897-8030
Clyde River	(867) 924-6220	(867) 924-6293
Pond Inlet	(867) 899-8935	(867) 899-8940
Cambridge Bay	(867) 983-2120	(867) 983-2570
Baker Lake	(867) 793-2517	(867) 793-2509
Taloyoak	(867) 561-6341	(867) 561-5057
Kuugaruk (Pelly Bay)	(867) 769-6281	(867) 769-6069
Kugluktuk (Coppermine)	(867) 982-4471	(867) 982-3060
Gjoa Haven	(867) 360-7141	(867) 360-6049
Igloolik	(867) 934-8830	(867) 934-8757
Pangnirtung	(867) 473-8953	(867) 473-8832

Training is encouraged on all construction projects and, in some tenders, will be made a contract requirement. Funding to offset training costs is provided through the Building and Learning strategy, the Apprenticeship Program, the Training On The Job Program and Women in Trades and Technology, and as a contract bonus pursuant to the Nunavummi Nangminiaqtunik Ikajuuti Policy, Government of Nunavut. Contractors can obtain further information from the Education Department Career Centres, Government of Nunavut.

Education Department Career Centres, Government of Nunavut:

<u>Location</u>	<u>Phone Number</u>	<u>Facsimile Number</u>
Cambridge Bay	(867) 983-7214	(867) 983-2004
Iqaluit	(867) 975-5653	(867) 975-5670
Rankin Inlet	(867) 645-5039	(867) 645-2148
Igloolik	(867) 934-8192	(867) 934-8808

EMPLOYMENT REPORT

The successful General Contractor will be required to complete an Employment Report for ALL site employees that have worked on this project. The Contractor is required to complete a standard GN employment report.

A SAMPLE of the required Employment Report is attached on the following page. This form is available from the Owner.

This information **must** be submitted with each Progress Claim on contracts over \$100,000.00 as well as with the Substantial Certificate of Completion, updated with the Final Certificate of Completion.

For projects under or equal to \$100,000.00 the Employment Report must be submitted with the substantial Certificate of Completion, updated with the Final certificate of Completion. At the sole discretion of the owner, the information may be required with each Progress Claim.

It is the General Contractor's responsibility to obtain the required information from the sub-trades and sub-sub-trades.

The successful General Contractor shall comply with the requirements of Clauses GC52, GC53, GC54 and GC55. Specifically in respect to Clause GC54, if requested to do so by the Owner, the successful General Contractor shall be responsible to obtain an "Employee Verification and Consent Form" included as Appendix "B", page 4.

EMPLOYMENT REPORT

Project Name:	Project Location:
General Contractor:	Project No: Contract No:
Report Submitted by (General/Subcontractor):	Reporting Period From: To:

This Employment Report is Submitted With: *(CHECK ONE)*

<input type="checkbox"/> Progress Claim No. Date:	<input type="checkbox"/> Substantial Certificate of Completion Date:	<input type="checkbox"/> Final Certificate of Completion Date:
------------------------------------------------------	-------------------------------------------------------------------------	-------------------------------------------------------------------

[illegible]

Contractors / Subcontractors Name & Title (Print)

Contractors / Subcontractors Signature:

Date: _____

Classification:

c. Classifications										
1. Superintendent	2. Carpenter	3. Carpenter Apprentice	4. Labourer	5. Mechanical	6. Mechanical Apprentice	7. Electrician Apprentice	8. Electrical Apprentice	9. Drywall/Painter	10. Drywall/Painter Apprentice	11. Other (specify)

*Beneficiary of the Nunavut Land Claim Agreement

EMPLOYEE VERIFICATION AND CONSENT FORM

TO: GOVERNMENT OF NUNAVUT (GN)

My full name is _____
(Print or Type)

My permanent home address is _____
(mailing and physical
address)

I am employed by _____

On _____
(Name or Description of Project)

I have lived in Nunavut for at least the past 12 months and in _____

_____ For at least the past 6 months.
(Community)

AND TO WHOM IT MAY CONCERN

I hereby authorize any Federal, Provincial or Territorial government department or agency to release particulars and/or a copy of my Nunavut Health Care Card, Nunavut Driver's License, Nunavut Motor Vehicle Registration, Nunavut General Hunting License, and Nunavut Tungavik Inc. (NTI) to release my Beneficiary number or card, or any other documentation which the GN may deem helpful or necessary in verifying my place of residence or Beneficiary status.

(Witness) (Employee Signature)

Signed _____
(Date) (Year)

BID ADJUSTMENT INFORMATION

- This contract shall be awarded to the Tenderer who is responsive and responsible (as defined in the Government Contract Regulations) and who has submitted a tender that, after the application of any tender adjustment permitted under the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy, is lower than that submitted by any other responsive and responsible Tenderer. Bid and contract requirements have been developed to comply with the letter and the spirit and intent of the NNI Policy
- If and when requested by the GN, the Tenderer shall, prior to award, provide the GN with any and all clarifications, substantiations or further explanation about the proposals made by the Tenderer in respect to Local, Nunavut, Inuit and other content contained in their bid and reflected on Appendices "B-1" and "B-2".
- Tenderers are required to identify the dollar value of Own Forces as well as to name **ALL** subcontractors/suppliers and to identify their dollar value.
- Amendments affecting the tendered price shall require the Tenderer to also amend Appendix "B-1" to reflect the change, prior to the Phase I tender closing.
- Dollar value of Own Forces/Subcontractors noted in Appendix "B-1" shall include all amounts listed in Appendix "B-2" (i.e. payroll, transportation, equipment, etc.) for the Tenderer and all subcontractors. B-2 amounts that exceed the B-1 amounts will not be considered for bid adjustment.
- Dollar value(s) for payroll on Appendix "B-2" shall include all payroll costs for all divisions of work identified as Own Forces.
- An approved Nunavut Business or Inuit Firm will only receive bid adjustments for subcontractors, suppliers, payroll, and other bid components for those parts of bid that are Own Forces, or that are subcontracted to approved Nunavut businesses and/or Inuit firms, or for payroll to Inuit or Nunavut Residents. Bid adjustments will not be given for those portions of the bid that are not Nunavut or Inuit content. The definition of "Nunavut Business", "Inuit Firm", "Inuit" and "Nunavut Resident" are to be those definitions in the NNI Policy Definitions Appendix.
- Any business that is not an approved Nunavut Business, two weeks prior to tender closing, or is not an approved Inuit Firm prior to tender close, will not receive a bid adjustment for their portion of the bid, with the exception of the Inuit and/or Nunavut Payroll components, and amounts listed on Appendix B-1 as subcontracted to Nunavut and/or Inuit firms approved by the foregoing deadlines. Payroll to Inuit and Payroll to Nunavut Residents, need not be supplied by an Inuit Firm or a Nunavut Business to receive a bid adjustment.
- A Tenderer (General Contractor) that is not a Nunavut Business or an Inuit Firm will only receive bid adjustments for Inuit and/or Nunavut Payroll amounts, and for amounts identified on Appendix B-1 as going to approved Nunavut Businesses and/or Inuit Firms. A completed Appendix B-2 for each named Nunavut Business and/or Inuit firm listed on Appendix B-1 must be submitted by the General Contractor for the Nunavut and/or Inuit subcontractor or supplier amounts to be eligible for bid adjustment.
- For companies listed as suppliers of materials, to receive the Nunavut bid adjustment, the company listed must be specifically approved by the GN for Supply of the applicable type of materials 2 weeks prior to the closing.
- to be eligible for an extra adjustment for "Local", the bid amount must first be eligible for an adjustment as a Nunavut business, or an Inuit firm.

LIST OF TENDER DOCUMENTS - APPENDIX A

(Information to be completed by OWNER)

Project Number: 00-3049

The following is the list or description of the tender documents referred to in the Tender for this Project.

Tender

1. Tender Advertisement
2. Instructions to Tenderers
3. Tender Form
4. Appendices to Tender: A, B, B-1, B-2, C, D, E, F, G, H, I, J and K
5. Addenda (issued during Tender period): Addendum# ____ to ____
(list Addenda when preparing the contract documents after award)

Contract

1. Articles of Agreement
2. Terms of Payment
3. General Conditions
4. Special Provisions: _____
5. Drawings (list):

6. Technical or General Specifications
(list or refer to technical specification index):

TENDER FORM

1. PROJECT INFORMATION

Project Title: Utilidor Replacement – Area 1

Project Location: Rankin Inlet, NU Project Number: 00-3949

Project Owner: The Government of Nunavut, herein the "Owner", represented by the Minister of the Department of Community and Government Services

2. OFFER (Information to be completed by Tenderer)

Company Name

(herein the "Tenderer") offers to the Owner to furnish all necessary tools, plant, services, materials and labor to execute and complete in a careful and workmanlike manner the Work described in the Plans and Specifications for the prices as set out in Clause 4 or 5 of this Tender Form. The Tenderer hereby acknowledges receipt of Addenda No. _____ to No. _____ inclusive and hereby agrees they form part of this Tender.

3. GENERAL AGREEMENT (Information to be completed by Tenderer)

The Tenderer agrees:

- .1 To substantially perform the Work in compliance with the required completion schedule stated in the tender documents, or if no schedule is stated, to substantially perform the Work within _____ weeks from the date of notification of acceptance of the tender, or within a reasonable period of time after award;
- .2 That he has carefully examined the Work described herein; has become familiar with local conditions and the character and extent of the Work; has carefully examined every part of the proposed contract and thoroughly understands its terms and conditions; has determined the sources of supply of the materials required; has investigated labor conditions and has arranged for the continuous performance of the Work described in the Tender Documents;
- .3 That the list of Tender Documents included in Appendix "A" shall be and is the complete tender and this offer is made subject to all provisions contained therein;
- .4 That this tender supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed tender.

4. FOR A CONTRACT BASED ON A LUMP SUM (Information to be completed by Tenderer)

The Tenderer agrees that the following is the lump sum referred to in Clause 2 of this Tender Form and that this is the Tenderer's total Tender price:

_____ DOLLARS (\$_____)

An illegible submission may be disqualified at the sole discretion of the Owner. When there is a discrepancy

TENDER FORM

between the written and numerical amount, the lowest version will govern.

5. FOR A CONTRACT PRICE BASED ON UNIT PRICES (Information on Appendix "D" to be completed by Tenderer)

- (a) For a Unit Price Contract, the Contractor shall complete Appendix "D".
- (b) For a unit price contract, the contract value shall be the Total Estimated Contract Price shown on Appendix "D".
- (c) When an arithmetic error is identified on Appendix "D", the tendered Unit Price shall take precedence over the Total Estimated Contract Price and the Owner shall correct the arithmetic error as explained below.
- (d) The Total Estimated Contract Price shall equal the sum of all Extensions (Column 6) for all items listed on Appendix "D". In the event that an arithmetic error is made in adding the individual Extensions listed in Column 6, the Owner shall correct the arithmetic error.
- (e) Each Extension shall be equal to the Estimated Quantity (Column 3) multiplied by the tendered Unit Price (Column 5). In the event that an arithmetic error is made in multiplying the Estimated Quantity (Column 3) by the tendered Unit Price (Column 5) the Owner shall correct the arithmetic error including the Extension and the Total Estimated Contract Price.
- (f) The Total Estimated Contract Price is based on estimated quantities; the final Contract amount owing to the Contractor shall be determined by taking the actual quantities that are incorporated in, or made necessary by the Work, as confirmed by count and measurement, and multiplying by the appropriate tendered Unit Price adjusted by any changes that are made in accordance with the provisions of the Contract Documents.

6. DECLARATIONS (Information to be completed by Tenderer)

The Contractor hereby declares that:

- 1. No person, firm or corporation other than the undersigned has any interest in this Tender or in the proposed Contract for which the Tender is made, except as revealed by the tender or as may be required by the terms of this Contract for which the Tender is made;
- 2. This Tender is irrevocable for a period of thirty (30) calendar days from the date of Phase I Tender Closing, as explained in Instructions to Tenderers 4.4;
- 3. The Tenderer acknowledges that the Owner may extend the above thirty (30) day period to sixty (60) days provided that notification of extension is made within fifteen (15) calendar days of Phase I Tender Closing date, and that this extension shall result in an increase or decrease to the stipulated price of:
 - \$ _____ addition to stipulated price
 - or
 - \$ _____ reduction to stipulated price

(Any increase and decrease to the stipulated price, shall not be subject to an adjustment under the Nunavutmi Nangminiqaqtunik Ikajuuti Policy.)

TENDER FORM

7. SIGNATURES (Information to be completed by Tenderer)

Signed, sealed and submitted for and on behalf of:

Company _____
(Full Legal Business Name)

(Street Address)

(Mailing Address)

(Community, Territory/Province and Postal Code)

Signature _____

Name & Title _____

Dated at _____ this _____ day of _____, 20

Witness _____

Dated at _____ this _____ day of _____, 20

INSTRUCTIONS TO TENDERERS

1. INSTRUCTIONS

- .1 Tenders are to be sealed and should be submitted in the envelopes provided.
- .2 Tender envelopes must show the Project Name, Closing Date, Name and Address of the Tenderer on the **Exterior** of the Envelope.
- .3 Tenders must be submitted on the forms provided.
- .4 Failure by the Tenderer to comply with these Instructions to Tenderers may result in the tender submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.

2. RECEIPT OF TENDERS

- .1 Tenders must be received at the Tender Address by the Owner on or before the exact time and date fixed for their receipt.
- .2 Any Tenders received after the closing time shall be rejected and returned unopened to the Tenderer. If only one Tender is received and that Tender is received late, the Tender may be accepted at the sole discretion of the Owner.
- .3 Tenders shall be opened as soon as practicable after the tender closing time in accordance with Instruction 4.4.
- .4 Tenders received by facsimile, except as permitted elsewhere in this tender, will not be accepted and if received shall be disqualified.

3. AMENDMENTS TO TENDERS

- .1 Amendments to a tender by letter, facsimile or other written means are acceptable provided that the amendment:
 - (i) Is received on or before the exact time and date fixed, for the receipt of Phase I of the Tender (except for amendments to Appendix B-2 Substantiation of Bid Adjustment) and;
 - (ii) Contains the tender reference, closing date, name and address of the contractor and a signature.
- .2 Amendments to tenders received by facsimile will be accepted by the Owner provided that the conditions included in Clause 3.1 are met and in addition:
 - (i) Amendments to tenders are transmitted via the Owner's facsimile number:

(867) 645.8196 in Rankin Inlet
 - (ii) The Owner shall not be held liable for any claim, demand or other action should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control
 - (iii) The amendment should indicate only the applicable changes and in such a manner that the total bid

is not revealed.

- .3 Verbal instructions will not be considered as a valid instruction for tender purposes, nor shall they be considered as having any bearing upon the tender submission.

4. INUIT, LOCAL AND NUNAVUT INCENTIVES and Appendices "B-1" and "B-2"

- .1 One of the priorities of the Owner is to ensure that materials, equipment, labour and other services of Local, Nunavut and Inuit businesses are used to the fullest extent practical on this project, therefore, the Owner has implemented the Nunavummi Nangminiqatunik Ikajuuti (NNI) Policy which shall apply on this contract. Tenderers are required to comply with the requirements of the NNI Policy and to submit the required information within the deadlines stipulated. A copy of the current NNI Policy is attached as Appendix J.
- .2 The Tenderer shall show intention to not only meet the minimum levels of Inuit Labour prescribed in Appendix K of this tender, but also to use the maximum amount of Local, Nunavut and/or Inuit labour, and subcontractors and suppliers available. Failure to do so indicated by a comparison to other Tenderers may result in disqualification by the Owner as a non-responsive tender. A Contractor that for previous contracts with similar prescribed Inuit Labour had failed to meet the minimum prescribed Inuit Labour MAY be deemed "not responsible" (as defined in the Government Contract Regulations) for this tender.
- .3 For purposes of this tender, Local shall be considered to be the community in which the work is undertaken unless noted otherwise in these Tender Documents.
- .4 In order to comply with the requirements of this Tender and specifically those included in the "Instructions to Tenderers" Clause 4, the Contractor is required to complete the attached forms entitled Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustment"
- .5 **Joint Ventures: If the bidder is comprised of more than one party as in the case of a joint venture, (but not a partnership) for the purposes of the application of the NNI adjustments, each party to the joint venture will be treated as a separate contractor, and the value of their respective Nunavut, Inuit, and local content will be treated in the same manner as separate contractors.**
- .6 **This Tender will close in two phases as follows:**

Phase I Tender Close: The Contractor shall complete the Tender Form and all required appendices and shall submit them no later than the time identified for the Phase I closing of Tenders. The Contractor shall indicate on the Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" the bid value and names of all major businesses which will be providing goods and services to the Contractor in order to complete the Work. No further detail is required at the time of Phase I Tender closing. At the time established for the Phase I Tender closing, the Owner shall receive Tenders and shall record the names of the Contractors who have submitted Tenders. Those Tenders shall remain unopened and held in a secure place by the Owner for a period of 24 hours.

Phase II Tender Close: Within 24 hours following the Phase I Tender close, excluding holidays and weekends, the Contractor shall supply to the Owner a detailed Appendix "B-2" "Substantiation of Bid Adjustments" showing the actual amounts of Local, Nunavut, Inuit and Other content in respect to Payroll, Material, Equipment, Transportation, Accommodation and Other Costs.

This detailed Appendix "B-2" "Substantiation of Bid Adjustments" shall be submitted in a sealed envelope or by facsimile with clear identification as to the name of the Tender and the Tenderer, and shall be received prior to the Phase II Tender close which shall be 24 hours, excluding holidays and weekends, after the Phase I Tender closing. Detailed Appendix "B-2" "Substantiation of Bid Adjustments" received late may be disqualified.

Bids shall be opened after the Phase II closing.

NOTE 1: The Contractor shall only receive a bid adjustment when a completed Appendix "B-1" "General Contractors & Subcontractors Dollar Amount" and Appendix "B-2" "Substantiation of Bid Adjustments" have been submitted in accordance with the above. Tenders submitted without such a submission shall receive no bid adjustment at all.

5. SCHEDULE OF UNIT PRICES

- .1 The Tenderer shall submit a schedule of unit prices on Appendix "C" or Appendix "D" as appropriate. Unit prices shall include the cost to supply and install as appropriate, and include all statutory charges, overhead, profit and the Contractor's contingency allowance.

6. OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER - Appendix "E"

- .1 Tenders shall be based on the materials, methods, firms and equipment named in the Specifications and this shall constitute the base bid. Where more than one material or manufacturer is specified, any one of those specified may be selected and included in base bid.
- .2 The Owner may wish to consider options or substitutions to the base bid. When the Owner lists items in Appendix "E" Contractors should indicate the effect on the stipulated price that each item makes to the base bid. The lowest acceptable tender may be determined by adding or deducting any or all of these items to the base bid. Failure to complete this Appendix "E" when requested may result in the tender being disqualified at the sole discretion of the Owner.

7. OPTIONS PROPOSED BY THE TENDERER - Appendix "F"

- .1 Tenderers may propose their own option in Appendix "F". To be considered the following requirements shall be met:
 - (a) Total Tender amount quoted must be based on products specified and not on options.
 - (b) Options proposed shall be listed and any difference in price shown in the appropriate place on Appendix "F".
 - (c) Options proposed must allow for all changes and adjustments in other work as may be necessary to form a complete and finished job. No additional claims will be considered at a later date.
 - (d) Submissions must contain sufficient information to enable the Owner to determine the acceptability of such proposed options. Include such information as reasons for submission, manufacturing details, performance data, dimensions and clearances, effects on other work and other pertinent facts.
 - (e) The Owner reserves the right to accept or reject any option proposed by the Tenderer.
 - (f) By submitting an option on Appendix "F" the Tenderer relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Tenderers in order to obtain competitive prices.

8. ADDENDA

- .1 Addenda issued prior to the tender closing time shall be incorporated into the tender and shall become part of this tender. Receipt of addenda shall be acknowledged on the Tender Form by the Tenderer. Failure to acknowledge Addenda may result in the disqualification of the Tender at the sole discretion of the Owner.

9. TENDERING DOCUMENTS - Appendix "A"

- .1 Tenders shall be based on the documents listed in Appendix "A" "List of Tender Documents".

10. BID SECURITY AND INSURANCE REQUIREMENTS

.1 When Tendering

- (a) **For a Tender Less than \$100,000:** No bid security accompanies this tender.
- (b) **For a Tender \$100,000 and Over:** The Tenderer shall enclose bid security in accordance with either:
 - (i) a Bid Bond, in a form approved by the Federal Treasury Board and from a company whose bonds are acceptable to the Owner, in an amount of at least 10% of the Tender. Bonds shall be made payable to the Owner or;
 - (ii) a bid security deposit in an amount of at least 5% of the tender. The deposit must be a certified cheque, Bank Draft, a bank Irrevocable Letter of Guarantee, or such other bid security as the Owner considers acceptable. The bid security deposit must be payable to the Owner.
- (c) The bid security deposit, as indicated above, may be forfeited at the discretion of the Owner if the Tenderer refuses to enter into a contract when called upon to do so.
- (d) The Tenderer understands that if the bid security furnished is not in the approved form, as described herein, the tender is subject to disqualification at the sole discretion of the Owner

.2 Upon Award of Contract

- (a) Upon notification of acceptance of a Tender, the successful Tenderer shall furnish within 14 days of the date of the notification of acceptance:
 - (i) The security specified in Clause GC56 to GC57 inclusive of the attached contract.
 - (ii) The Insurance specified in Clause GC58 to GC 62 inclusive of the attached contract.

11. SIGNATURES

- .1 Tenders are to be properly signed and executed in accordance with the Laws of Nunavut.
- .2 The Tenderer, or the person or persons duly authorized to sign on his behalf, must initial and date each and every correction, change, erasure or alteration contained in this completed tender document.
- .3 At the sole discretion of the Owner, the failure by the Tenderer to properly sign and execute the tender may result in the disqualification of the tender.

12. GOODS AND SERVICES TAX

- .1 The Tenderer shall exclude the Goods and Services Tax from his bid shown on bid forms and appendices.
- .2 The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include the GST in your bid amounts shown on the tender form and appendices.

- .3 The successful Tenderer may invoice for Goods and Services Tax (GST).
- .4 Further information in this regard may be obtained from the Owner at the specified Tender Address.

13. WORKERS COMPENSATION ACT/COMPANIES ACT AND GENERAL COMPLIANCE WITH LAWS

- .1 Tenderers are hereby notified that the Owner will check with the appropriate agencies prior to award of a contract to ensure that the successful Tenderer complies with the Workers Compensation and Companies Acts.
- .2 The Contractor shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, the Contractor shall at its sole expense comply with all unemployment insurance, Worker's Compensation, income tax, payroll tax, Canada Pension Plan, occupational health and safety and environmental protection legislation.

14. REQUIREMENT FOR USING HOTELS OR BED AND BREAKFAST FACILITIES

- .1 **On contracts where a Commercial Room and Board Facility (as defined below) exists within the community, the Contractor is required to use a Commercial Room and Board Facility to house and feed all workers directly employed by the Contractor and by any subcontractor or agent or any other business working on the project. The Contractor is not required to use Commercial Room and Board Facilities for workers who are Local Residents as defined in the NNI Policy.**
- .2 **The following definitions apply to this contract:**
 - a. **"Commercial Room and Board Facility" means a Hotel or a Bed and Breakfast (Tourist Home) that holds a Tourist Establishment Licence issued by the GN under the Travel and Tourism Act.**
 - b. **"Community" means the community in which the work is located as defined in the contract and includes the entire area within a 20-kilometre radius of the community.**
- .3 **The Commercial Room and Board Facility must:**
 - a. **meet the applicable requirements under the Public Health Act, and of the Eating or Drinking Place Regulations**
 - b. **meet all applicable requirements of the Public Health Act the Fire Prevention Act and applicable regulations thereunder, and any other applicable Government of Nunavut or federal legislation.**

15. STORAGE OF PROPANE CYLINDERS

- .1 The successful Tenderer is advised that they are responsible for the proper care and storage of propane cylinders on the job site in accordance with the Nunavut Fire Prevention Act. The penalty for non-compliance is up to \$10,000 fine and/or 1 year jail term.

A copy of the Nunavut Fire Prevention Act is available by contacting:

The Fire Marshall's Office
Department of Community Government and Transportation
Government of Nunavut
Tel: (867) 975-5316 Fax: (867) 975-5330

16. TRANSPORTATION

- .1 The Contractor is to comply with requirements of Appendix "H" titled "Transportation of Materials".

17. AVAILABILITY OF OWNER STOCKPILED GRANULAR MATERIAL

- .1 Granular materials are not available from Owner's stockpiles. Tenderers are advised to make enquiries regarding the availability and cost of granular material in the community.
 - a. In many communities, purchase of granular materials including delivery and placement, is available from either the local hamlet office or from a local contractor.
 - b. If the Contractor obtains granular material directly from the local borrow pit/quarry, they shall have all required borrow pit/quarry permit(s) in place, and shall submit a copy to the Engineer prior to obtaining the granular materials, and shall pay applicable fees.
 - i. Contact Community Government and Transportation (CGT) Regional Office, Planning and Lands Division, to apply for borrow pit/quarry permits; certain Hamlets may be able to grant these permits.
 - ii. Contractors are advised that:
 - they are legally bound by the permit to adhere to conditions and requirements stipulated in the borrow pit/quarry permit, and
 - the granting of a borrow pit/quarry permit is subject to a Nunavut Impact Review Board (NIRB) screening process, which can take a number of months for approval."

18. ACCEPTANCE

- .1 Tenders containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
- .2 The submission of the lowest or any tender will not necessarily result in the award of a contract. The Owner reserves the right to cancel this tender, in whole or in part at any time and to re-tender the same for any reason whatsoever without incurring any liability, and no bidder will have any claim against the Owner as a consequence.
- .3 The Owner reserves the right to negotiate the tendered price solely with the low bidder (after adjustments in accordance with the Nunavummi Nangminiqatunik Ikajuuti (NNI) Policy), in order to achieve a reduced scope of work and price of up to 15%. The Owner further reserves the right to re-invite tenders from the low bidders without going to public tender in order to achieve a reduced scope of work greater than 15%, so long as the fundamental nature of the contract has not changed.

END OF INSTRUCTIONS TO TENDERERS