

TENDER FORM

Date:

Submitted by:

Telephone:

To: City of Iqaluit
City Hall
Iqaluit, Nunavut

Project Lift Station No.1 Upgrade
Project No. 84454

The undersigned Tenderer, having carefully examined the Tender Documents and the Site, and having full knowledge of the Work and of the materials and products to be furnished and used, hereby agrees to provide all necessary materials, products, supervision, labour and equipment and perform and complete all Work and fulfill everything for the stipulated lump sum price of:

(Total in Words)

Dollars

\$ _____

in Canadian funds, which price includes all specified cash and contingency allowances and the applicable taxes in force at this date including GST.

We have included herewith the security deposit and Consent of Surety as required by the Instructions to Tenderers.

The undersigned also agrees:

1. That the provisions of the Instruction to Tenderers apply, including without limitation provisions that provide that City is in no way obligated to accept this Tender, the City may at its sole discretion to accept any Tender or part thereof or waive any defect, irregularity, mistake or insufficiency and accept any Tender or alternative proposal, in whole or in part, which is deemed by the City to be most favourable to its interest, and that limit the City's liability.
2. That GST is included in the Tender price.
3. That the estimate of quantities shown in Tender Documents serves only to provide a basis for comparing Tenders and that no representations have been made by either the City or the Engineer that the actual quantities correspond therewith, and further, that the City has the right to increase or decrease the quantities in any or all items and to eliminate items entirely from the Work.
4. That this Tender is made without knowledge of the Tender prices to be submitted for the Work by any other company, firm or person.
5. That this Tender is made without connection or arrangement with any company, firm or person submitting a tender for the Work.
6. That this Tender is made without any undisclosed connection or arrangement with any other company, firm, or person having an interest in this Tender or in the proposed contract.

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7. That this Tender is irrevocable for sixty (60) days after the Closing Time and that the City may at any time within such period accept this Tender whether any other contract has previously been awarded or not and whether acceptance of another Tender has been given or not.
8. If this Tender is accepted by the City, to execute the Articles of Agreement and to present to the City the required security (by way of bonds or a security deposit) as stated in the General Conditions within seven (7) days after the date of Notice of Award.
9. If this Tender is accepted within the time stated herein, and we fail to execute the Articles of Agreement and provide the required Bonds or security deposit, or we request to withdraw, the security deposit provided with the Tender shall be forfeited as damages to the City by reason of our failure, limited in amount to the lesser of the face value of the deposit or the difference between this Tender and the price the Contract is signed.
10. In the event our Tender is NOT accepted within the time stated herein the required security deposit shall be returned to the undersigned in accordance with the provisions in the Instructions to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.
11. That payment for the Work done will be made on the basis of the quantities measured by the Engineer and at the Tender prices shown in the Tender Form which shall be compensation in full for the Work done under the terms of the Contract.
12. That payment of the contingency allowance or portion thereof will only be made in the event that the Engineer authorizes work, in which case the amount of payment will be determined as specified in the General Conditions. Any unused portion thereof will be retained by the City.
13. To commence and proceed actively with the Work on Site within seven (7) days of the date of the Notice of Award, to complete the Work by the dates outlined as follows, subject to the provisions of Section 6 of the General Conditions for extension of the Contract Time:

Substantial Completion – December 16, 2005

14. That should the undersigned fail to complete the Work in the time specified above, he shall compensate the City in accordance with GC 6 of the General Conditions.
15. That the undersigned 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 source of supply and transport of the materials required, has investigated labour conditions and has arranged for the continuous performance of the Work described in the Tender Documents.

16. Appendices

- 16.1 A "Consent of Surety" is appended hereto and identified as Appendix "A".
- 16.2 A list of Subcontractors is appended hereto and identified as Appendix "B" for all parts of the Work not performed by our own forces.
- 16.3 A list of Equipment is appended hereto and identified as Appendix "C".

This Appendix lists the equipment we intend to use on various portions of the Work.

Where excavating equipment is required to construct this Project we have listed the widths of buckets to be used.

We agree that the Equipment used in this Appendix shall be used on the Work unless substitutions are approved by the Engineer.

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We understand that the words "As Required", or similar wording will not be sufficient to describe the equipment.

- 16.4 A list of Product Suppliers is appended hereto and identified as Appendix "D".

We agree that Product Suppliers shall not be changed unless permission of the Engineer is obtained.

- 16.5 A schedule of "Labour and Equipment Rates" is appended hereto and identified as Appendix "E".

- 16.6 A list of "Unit Prices" is appended hereto and identified as Appendix "F".

In submitting these Unit Prices it is agreed that the City and Engineer maintain the right to select the method of valuation for changes in the Work in accordance with GC8-Change Orders. Unit Prices submitted are for additions and reductions to quantities shown in the Tender Documents.

- 16.7 "Alternatives and Options", "City Requested Alternatives" and "Tenderer Proposed Options" are appended hereto and identified as Appendix "G", Appendix "G-1" and Appendix "G-2", respectively.

- 16.8 A list of Separate Prices is appended hereto and identified as Appendix "H".

- 16.9 A Schedule of Prices is appended hereto and identified as Appendix "I".

- 16.10 Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy Forms are appended hereto and identified as Appendix "J", "J-1" and "J-2". Appendix "J-1" "General Contractor & Sub-Contractors Dollar Amount" has been completed. Appendix J-2 "Substantiation of Bid Adjustment [*has been completed and is included in a separate sealed envelope] or [*will be completed and submitted with in 24 hours of the Closing Time in a separate sealed envelope.]
[*Tenderer to strike out inapplicable provision].

- 16.11 "Contractor's Obligations to Provide Inuit Content" is appended hereto and is identified as Appendix "K".

17. **Changes**

- 17.1 When the Engineer establishes that the method of valuation for extras in the Work will be net cost plus a percentage fee in accordance with GC 8.2

- 17.2 On work deleted from the Contract, our credit to the City shall be an estimated net cost approved by the Engineer plus one half the overhead and profit percentage noted in GC 8.2.

18. **Addenda**

- 18.1 The following Addenda have been received. The modifications to the Tender Documents noted therein have been considered and the effects are included in the Tender prices.

Addendum # _____, dated _____.

Addendum # _____, dated _____.

Addendum # _____, dated _____.

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This Tender is executed under seal at _____ this _____ day of _____ 20____.

Name of Firm: _____

Address: _____

FOR INDIVIDUAL OR PARTNERSHIP:

SIGNED, SEALED AND DELIVERED by:

(Tenderer - please print) (Signature of Tenderer) (Seal)

In the presence of:

(Witness – signature)

Name: _____

Address _____

Occupation: _____

FOR LIMITED COMPANY

The Corporate Seal of:

(Tenderer - please print) (Seal)

was hereunto affixed in the presence of:

Authorized Signing Officer and Title

Authorized Signing Officer and Title

Note: If the Tender is by a joint venture, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

**TENDER FORM
CONSENT OF SURETY**

**APPENDIX A
CONSENT OF SURETY**

Herewith is the Consent of Surety of the Tender submitted.

By: _____

To: The City of Iqaluit

Dated: _____, 20____ and which is an integral part of the Tender.

CONSENT OF SURETY COMPANY

Should it be required, the undersigned Surety Company hereby consents and agrees with the City to become bound as Surety in all performance bonds and labour and material payment bonds required by the Tender Documents, all for the fulfillment of the Contract for the Work covered by the annexed Tender, which may be awarded to:

(Name of Tenderer)

(Address)

at prices set forth in the attached Tender. The said Surety is legally entitled to do business in Nunavut.

The Corporate Seal of:

(Surety - please print)

was hereunto affixed in the presence of:

(Authorized Signing Officer) Title

(Authorized Signing Officer) Title

**TENDER FORM
SUBCONTRACTORS**

**APPENDIX B
SUBCONTRACTORS**

Herewith is the list of Subcontractors that will be retained to perform the appropriate work indicated. No Subcontractor will be changed without written approval from the City.

Section of Work

Subcontractor's Name

**TENDER FORM
EQUIPMENT**

**APPENDIX C
EQUIPMENT**

Herewith is the list of equipment that will be used on the project during the course of the Work.

Equipment	Size	Model	Make
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**TENDER FORM
PRODUCT SUPPLIERS**

**APPENDIX D
PRODUCT SUPPLIERS**

Herewith is the list of Product Suppliers from whom the appropriate products or materials will be purchased for the execution of the Work. No product supplied will be changed without written approval of the City.

Product

Product Supplier

**TENDER FORM
LABOUR AND EQUIPMENT RATES**

**APPENDIX E
LABOUR AND EQUIPMENT RATES**

Herewith is the list of Labour and Equipment Rates:

Labour & Equipment Rates

**TENDER FORM
UNIT PRICES**

**APPENDIX F
UNIT PRICES**

Herewith is the list of "Unit Prices":

Fees for overhead and profit specified under Article 17 of the Tender Form shall not be applicable to Changes in the Work done under a Unit Price basis.

Unit Prices listed below are to include the supply of all products, labour, supervision, services, construction machinery and equipment, overhead and profit, and shall represent the entire cost for completion of the Work.

Item and Unit Measurement		Unit Price			
1.	_____	Add	\$ _____	Deduct	\$ _____
2.	_____	Add	\$ _____	Deduct	\$ _____

NOT APPLICABLE

**TENDER FORM
ALTERNATIVES AND OPTIONS**

**APPENDIX G
ALTERNATIVES and OPTIONS**

See Appendix G-1 and G-2 on the following pages.

TENDER FORM
CITY REQUESTED ALTERNATIVES

APPENDIX G-1
CITY REQUESTED ALTERNATIVES

Herewith is the list of "City Requested Alternatives":

If the City has listed items in Appendix G-1, Tenderers should indicate the effect on the stipulated price that each item makes to the base Tender price.

Alternative No. 1	_____	(Add) (Deduct)	\$ _____
Alternative No. 2	_____	(Add) (Deduct)	\$ _____

NOT APPLICABLE

TENDER FORM
TENDERER PROPOSED OPTIONS

APPENDIX G-2
TENDERER PROPOSED OPTIONS

Herewith is the list of "Tenderer Proposed Options":

Tenderers may propose their own option(s) below. 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 shall be shown on Appendix G-2.
- (c) Options proposed must allow for all changes and adjustment 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 City 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 City reserves the right to accept or reject any option proposed by the Tenderer.
- (f) By submitting an option on Appendix G-2 the Tenderer relinquishes any proprietary right to such option. The City reserves the right to release the option to other Tenderers in order to obtain competitive prices.

Option	Difference in Price	Other Relevant Information
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**TENDER FORM
SEPARATE PRICES**

**APPENDIX H
SEPARATE PRICES**

Herewith is the list of "Separate Prices":

- | | | | | |
|----|----------------------|-------|-------|-------|
| 1. | Separate Price No. 1 | (Add) | (\$) | _____ |
| | Includes | () | _____ | |
| | | | | |
| 2. | Separate Price No. 2 | (Add) | (\$) | _____ |
| | Includes | () | _____ | |

NOT APPLICABLE

**TENDER FORM
SCHEDULE OF PRICES**

**APPENDIX I
SCHEDULE OF PRICES**

Herewith is the Schedule of Prices:

1.	General Requirements - Division 1	\$	
2.	Site Work – Division 2	\$	
3.	Concrete – Division 3	\$	
4.	Metals – Division 5	\$	
5.	Woods & Plastics – Division 6	\$	
6.	Thermal and Moisture Protection – Division 7	\$	
7.	Doors & Windows – Division 8	\$	
8.	Finishes – Division 9	\$	
9.	Equipment – Division 11	\$	
10.	Mechanical – Division 15	\$	
11.	Electrical – Division 16	\$	
12.	Instrumentation and Controls – Division 17	\$	
	Subtotal	\$	
	Goods & Services Tax	\$	
	Tendered Price	\$	

Prior to starting construction, the Contractor shall provide a more detailed breakdown, to the satisfaction of the Engineer, for progress claim review purposes.

**TENDER FORM
NNI POLICY FORMS**

**APPENDIX J
NUNAVUMMI NANGMINIQAQTUNIK IKAJUUTI (NNI) POLICY FORMS**

1. Local/Nunavut/Inuit Employment and Training

Local/Nunavut/Inuit employment and training are high priorities for the Government of Nunavut (GN) and the City. General Contractors and Sub-contractors contracted for work on City 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
Igloodik	(867) 934-8830	(867) 934-8757
Pangnirtung	(867) 473-8953	(867) 473-8832

Training is encouraged on all construction projects undertaken by the City and may be 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 Nangminiqaqtunik Ikajuuti Policy, Government of Nunavut. Contractors can obtain further information from the Education Department Career Centres, Government of Nunavut.

**TENDER FORM
NNI POLICY FORMS**

2. 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 City employment report.

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

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 City, 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 GC 13. Specifically in respect to GC 13.3, if requested to do so by the City, the successful Contractor shall be responsible to obtain an "Employee Verification and Consent Form" included as Appendix "J", page 4.

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

3. Sample Employment Report

This Employment Report is Submitted With: (CHECK ONE)

[illegible]

Contractors / Subcontractors Name & Title	(Print)	Contractors / Subcontractors Signature:	Date:

L:\work\84000\84454\06g-Cdocs\Specs 95% Draft\Front End\04-Tender Form.DOC

**TENDER FORM
NNI POLICY FORMS**

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)
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**Beneficiary of the Nunavut Land Claim Agreement

**TENDER FORM
NNI POLICY FORMS**

4. **Employee Verification and Consent Form**

TO: CITY OF IQALUIT

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 City of Iqaluit may deem helpful or necessary in verifying my place of residence or Beneficiary status.

(Witness) (Employee Signature)

Signed _____, _____
(Date) (Year)

**TENDER FORM
NNI POLICY FORMS**

5. Bid Adjustment Information

- This Contract shall be awarded to the Tenderer 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 Tenderer. Tender 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 City, the Tenderer shall, prior to award, provide the City 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 Tender and reflected on Appendices "J-1" and "J-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 Tender price shall require the Tenderer to also amend Appendix "J-1" to reflect the change; prior to the Phase I tender closing.
- Dollar value of own forces/Subcontractors noted in Appendix "J-1" shall include all amounts listed in Appendix "J-2" (i.e. payroll, transportation, equipment, etc.) for the Tenderer and all subcontractors. J-2 amounts that exceed the J-1 amounts will not be considered for bid adjustment.
- Dollar value(s) for payroll on Appendix "J-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 J-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 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 J-1 as going to approved Nunavut Businesses and/or Inuit Firms. A completed Appendix J-2 for each named Nunavut Business and/or Inuit firm listed on Appendix J-1 must be submitted by the 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 City for supply of the applicable type of materials 2 weeks prior to the Tender closing.

TENDER FORM
NNI POLICY FORMS

- 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.