

Government of the Northwest Territories

CONSTRUCTION TENDER

Project Name:

Project Location:

Project Number:

Event ID:

Project Name

Project Location

Project Number

Reference Number

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SECTION I -NOTICE OF TENDER

Project Name:	[Project Name]
Project Location:	[Project Location]
Project Number:	[Project Number]
Event ID:	[Reference Number]

Bid Submission Deadline:

Bids <u>must</u> be received prior to October 11, 2016 **15:00 (Local Time)** at one of the following Tender Submission addresses:

Contracts Administrator Procurement Shared Services Public Works & Services 5009 49 th STREET STUART M. HODGSON BUILDING, 1 st FLOOR YELLOWKNIFE, NT X1A 2L9 Phone: (867) 767-9044	Contracts Administrator Procurement Shared Services Public Works & Services 106 VETERAN'S WAY INUVIK, NT X0E 0T0 Phone: (867) 777-7146	Contracts Administrator Procurement Shared Services Public Works & Services 301 – 76 CAPITAL DRIVE B&R ROWE BUILDING, 3 rd FLOOR HAY RIVER, NT X0E 1G2 Phone: (867) 874-7003
Contracts Administrator Procurement Shared Services Public Works & Services 199 MCDOUGAL ROAD FORT SMITH, NT X0E 0P0 Phone: (867) 872-7411	NWT Housing Corporation #4 CARIBOU CRESCENT NORMAN WELLS, NT X0E 0V0 Phone: (867) 587-5100	Public Works & Services 9907 97 th AVENUE MILTON BUILDING FORT SIMPSON, NT X0E 0N0 Phone: (867) 695-7289

Contact Person:

Contracts Administrator Procurement Shared Services Department of Public Works & Services Government of the Northwest Territories

Phone: Choose an item

A pre-tender meeting has been scheduled for:

Date:	Click here to enter a date
Time:	Click here to enter time
Location:	Click here to enter building
	Click here to enter street address
	Click here to enter town/city

Dial-in:	Click here to enter phone number
Code:	Click here to enter participant code

Choose an item

Attendance at this pre-tender meeting is not mandatory, but it is recommended. Material distributed at the meeting will be circulated to all potential Bidders through an addendum following the meeting.

Email:

SECTION II -INSTRUCTIONS TO BIDDERS

1. INSTRUCTIONS

- 1.1. Bids should be submitted in a sealed envelope.
- 1.2. Bid envelopes should show the Project Name, Contract Number, Bid Submission Deadline, and the Name and Address of the Bidder in the space provided on the Exterior of the Envelope.
- 1.3. Bids must be submitted on the forms provided.
- 1.4. Failure by the Bidder to comply with these Instructions to Bidders may result in the Bid submitted being disqualified. Disqualification shall be at the sole discretion of the Owner.
- 1.5. The Owner shall not be liable for any costs of preparation of Bids.

2. RECEIPT OF BIDS

- 2.1. Bids must be received at the Tender Submission Address(s) by the Owner prior to the specified deadline.
- 2.2. Any Bids received after the specified deadline will be rejected and returned to the Bidder unopened.
- 2.3. Facsimile transmitted Bids will not be accepted and if received will be disqualified. However, as outlined in item 3 faxed amendments will be accepted.
- 2.4. Bids and accompanying documentation, with the exception of the Bid security, submitted by the Bidder are the property of the Owner and will not be returned.
- 2.5. It should be noted that Canada Post does not provide door-to-door delivery service (including priority courier services) to a number of the communities in the Northwest Territories, including Yellowknife. In some communities, including Yellowknife, Priority Courier Mail and other mail is picked up by a GNWT Contractor at Canada Post's facilities, then sorted and delivered to the final destination, 1 one more business days later. Bidders can use Canada Post Mail Services (including Canada Post Priority Courier Service) if they choose to, but do so at their own risk. Bids are not considered received until they are physically delivered, received and date stamped at the location(s) identified in this document.

3. AMENDMENTS TO BIDS

- 3.1. Amendments to a Bid by letter, facsimile or other written means are acceptable provided that the amendment:
 - 3.1.1. is received on or before the specified deadline, for the receipt of the Bid; and
 - 3.1.2. contains the tender reference, name of the contractor and a signature.
- 3.2. Amendments to Bids received by facsimile will be accepted by the Owner provided that the conditions included in Clause 3.1 are met and in addition:
 - 3.2.1. Amendments to Bids are transmitted via the Owner's facsimile number:

Yellowknife:	(867) 920-4112
Inuvik:	(867) 777-7109
Hay River:	(867) 874-7014
Fort Smith:	(867) 872-2195
Norman Wells:	(867) 587-5101
Fort Simpson:	(867) 695-2815

- 3.2.2. 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 Bid Submission Deadline, received by another facsimile unit other than stated herein, or for any other reason over which the Owner does not have control.
- 3.2.3. The amendment should indicate only the applicable changes and in such a manner that the total Bid is not revealed.
- 3.3. Verbal instructions will not be considered as a valid instruction for Tender purposes, nor shall they be considered as having any bearing upon the Bid submission.

4. BUSINESS INCENTIVE POLICY

4.1. One of the priorities of the Owner is to ensure that Local and Northern materials, equipment, labour and other services are used to the fullest extent practical on this project and therefore the Owner has implemented the Business Incentive Policy (BIP) which shall apply on this contract. Bidders are required to comply with the requirements of the Business Incentive Policy and to submit the required information, per Appendix "B", as stipulated.

The current Business Incentive Policy is available through BIP Monitoring Office; ITI at (867) 873-7215 or from the website: <u>http://www.iti.gov.nt.ca/iea/bip/index.htm</u>

4.2. 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.

4.3. Bid Submission Deadline:

The Contractor shall complete the Bid Form and all required appendices and shall submit them prior to the Bid Submission Deadline.

4.4. Monitoring the Level of Local and NWT Labour:

The Contractor is responsible to ensure that every worker identified as Local or Northern in Appendix "C" meets the qualifying requirements. The Contractor may be required to provide proof at any time throughout the project. Reasonable proof of Local or Northern status is noted as follows:

- (a) NWT Health Card effective at least 9 months prior to start date of employment on the project; or
- (b) an NWT drivers' license; or
- (c) is included on a list of approved Local or Northern residents verified by the municipality of their residence.

5. MANUFACTURED PRODUCTS POLICY

5.1. In accordance with the Northwest Territories' Manufactured Products Policy, Bidders are advised that it will be a requirement of any subsequent contract that the Contractor utilize, whenever possible, approved Northern Manufacturers for any products that comply with specifications and applicable codes. Bidders may view the policy and the Approved Northern Manufactured Product List at the following website:

http://www.iti.gov.nt.ca/programs-services/nwt-manufactured-products-policy

6. SCHEDULE OF UNIT PRICES

6.1. Please refer to Section III, item 4, of this Tender for confirmation of whether the Bid is to be based on a lump sum or on unit prices.

6.1.1. In the case of a Unit Price Contract, the Bidder **must** submit a schedule of unit prices using the List of Unit Prices form attached as Appendix "D". Prices entered on this form shall include the cost to supply and install, as appropriate, and include all statutory charges, overhead, profit, and the Bidders contingency allowance.

7. PLANT AND EQUIPMENT LIST

7.1. The Bidder shall, if applicable, complete and submit Appendix "G" listing plant and equipment proposed being used in the performance of the Contract.

8. OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER

- 8.1. Bids shall be based on the materials, methods, firms and equipment named in the Contract Documents 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.
- 8.2. 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 Bid may be determined by adding or deducting any or all of these items to the base Bid. Failure to complete Appendix "E" when requested may result in the Bid being disqualified at the sole discretion of the Owner.

9. OPTIONS PROPOSED BY THE BIDDER

- 9.1. Bidders may propose their own options in Appendix "F". To be considered the following requirements shall be met.
 - (a) Total Bid 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 Bidder.
 - (f) By submitting an option on Appendix "F", the Bidder relinquishes any proprietary right to such option. The Owner reserves the right to release the Option to other Bidders in order to obtain competitive prices.

10. TENDER SCHEDULE FORM

10.1. The Bidder shall, if indicated below, complete and submit Appendix "H" listing the activitybased project schedule.

Is a Tender Schedule Form required with the Bid?

Choose an item

11. ADDENDA

11.1. Addenda issued prior to the Bid Submission Deadline are incorporated into and form part of this Tender. By submitted a Bid, the Bidder acknowledges having received all Addenda issued with respect to this Tender. It is the responsibility of all Bidders to contact the Contact Person referenced in Section I of this Tender to ensure receipt of all Addenda prior to submitting a Bid.

12. BIDDING DOCUMENTS

12.1. Bids shall be based on the documents listed in Appendix "A".

13. BID SECURITY

13.1. When Tendering:

- a. For Bids less than \$250,000.00:
 - No Bid security accompanies the Bid.
- b. For Bids \$250,000.00 and over:
 - The Bidder shall enclose Bid security in accordance with either:
 - (i) an original Bid Bond, in a form acceptable to the Owner in an amount of at least 10% of the Bid. Without restricting the right of the GNWT to accept other forms of Bid Bonds, Bid Bonds, in either the form approved by the Treasury Board of Canada Federal Bid Bond or in the form CCDC 220-2002 will be acceptable to the Owner if they are from a company whose bonds are acceptable to the Owner. Bonds shall be made payable to the Owner; or
 - (ii) a Bid security deposit in an amount of at least 5% of the Bid. The deposit must be a certified cheque, bank draft, a letter of irrevocable 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 Bidder refuses to enter into a contract when called upon to do so.
- d. The Bidder understands that if the Bid security furnished is not in the approved form, as described herein, the Bid is subject to disqualification at the sole discretion of the Owner.

13.2. Upon Award of Contract

Upon notification of acceptance of a Bid, the successful Bidder shall furnish within 14 days of the date of the notification of acceptance the security specified in Clause GC26 of the attached contract.

14. INSURANCE REQUIREMENTS

14.1. Upon notification of acceptance of a Bid, the successful Bidder shall furnish within 14 days of the date of the notification of acceptance proof of insurance specified in Clauses GC57 to GC61 of the attached contract in the form displayed in Appendix "I".

15. SIGNATURES

- 15.1. Bids are to be properly signed and executed in accordance with the laws of the NWT.
- 15.2. The Bidder, or the person or persons duly authorized to sign on his behalf, should initial and date each and every correction, change, erasure or alteration contained in this completed Bid document.
- 15.3. At the sole discretion of the Owner, the failure by the Bidder to properly sign and execute the Bid may result in the disqualification of the Bid.

16. GOODS AND SERVICES TAX

- 16.1. The Bidder shall exclude the Goods and Services Tax from his Bid.
- 16.2. The goods and services purchased under this contract are being purchased with Crown funds and are not subject to the Goods and Services Tax.
- 16.3. The successful Bidder is entitled to receive a tax refund from Revenue Canada for the full extent of any Goods and Services Tax paid in the completion of this contract.
- 16.4. Further information in this regard may be obtained from the Owner at the specified Tender Address.

17. WORKERS' COMPENSATION ACT AND BUSINESS CORPORATIONS ACT

17.1. Bidders are hereby notified that the Owner will check with the appropriate agencies prior to award of a contract to ensure that the successful Bidder complies with the *Workers' Compensation Act* and *Business Corporations Act*.

18. COMMERCIAL ACCOMMODATIONS

18.1. The GNWT supports and encourages the use of commercial establishments providing accommodation and meals where available. The Contractor and all his Subcontractors agree not to establish a facility to provide accommodations and meals to the work force employed at the site. Use of GNWT owned houses or other facilities for accommodations purposes is prohibited.

19. ACCEPTANCE

- 19.1. Bids containing qualifications other than in the manner prescribed may be disqualified at the sole discretion of the Owner.
- 19.2. The submission of the lowest or any Bid 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.
- 19.3. The Owner reserves the right to negotiate the tendered price solely with the low Bidder after adjustment in accordance with the Business Incentive Policy, or re-invite Bids from the low Bidders without going to public tender
- 19.4. If a contract is to be awarded as a result of this Tender, it shall be made to a Bidder who is responsive and responsible and who has submitted a Bid that, after the application of any tender adjustment permitted under the BIP is lower than that submitted by any other responsive and responsible Bidder.
- 19.5. If only one Bid is received, the Owner may waive any non-compliance with the Bid Documents, specifications or any other conditions and may at its sole discretion elect to retain for consideration a Bid which may be non-conforming.

20. TENDER/CONTRACT INCONSISTENCY

In the event of any inconsistency between this Tender and the ensuing contract, the contract shall govern.

21. HARASSMENT FREE AND RESPECTFUL WORKPLACE POLICY

It will be a term of this contract that the provisions of the GNWT's Harassment Free and Respectful Workplace Policy are applicable to and govern the relations between the Contractor and its employees, agents and representatives and any employee of the GNWT for the term of the contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website:

http://www.hr.gov.nt.ca/sites/default/files/gnwt harassment free and respectful workplace polic y_august_18_2011.pdf

Further, it will be a term of this contract that the Contractor shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for purposes of the contract who, in the opinion of the GNWT, has violated the Harassment Free and Respectful Workplace Policy, and the Contractor shall not permit a person who has been removed to return to the work site.

22. SAFETY CERTIFICATION

The Government of the Northwest Territories (GNWT) supports best practices in safety in the workplace. The Safety Requirements of all GNWT contracts require that any prospective contractor and subcontractor must meet the minimum standards under the Northwest Territories Safety Act and Regulations. In support of these requirements the GNWT encourages all contractors to register and participate in a recognized safety program such as the Certificate of Recognition Program (COR) or equivalent. It will be a term of any contract resulting from this tender process that the Contractor be the "Principal Contractor" for the purposes of workplace safety legislation and regulations.

23. ENQUIRIES DURING THE SOLICITATION PERIOD

23.1. All questions or enquiries concerning this Construction Tender must be submitted in writing to the Contact Person listed on the Notice of Tender page, and should be received no later than five (5) business days prior to the specified deadline for Bid submissions. Questions or enquiries received after that time may not result in an answer being provided.

Verbal responses to any questions or enquiries cannot be relied upon and are not binding on either party. Bidders may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this Construction Tender is not official and should not be relied on in any way.

- 23.2. To ensure consistency and quality of the information provided to Bidders, the GNWT will examine the content of each question or enquiry and will decide whether or not to issue an addendum to the Construction Tender.
- 23.3. All questions and enquiries relating to this Construction Tender during the solicitation period are to be directed ONLY to the Contact Person listed on the Notice of Tender page. Failure to comply with this may result in the Bid being declared non-responsive.

24. BID VALIDITY PERIOD

- 24.1. The GNWT reserves the right to seek an extension to the bid validity period prescribed in 5.2 of Section III. Upon notification in writing from the GNWT, Bidders shall have the option to either accept or reject the proposed extension.
- 24.2. If the extension referred to in paragraph 24.1 is accepted, in writing, by all those who submitted bids, than the GNWT shall continue immediately with the evaluation of the bids.
- 24.3. If the extension referred to in paragraph 24.1 is not accepted in writing by all those who submitted bids then the GNWT shall, at its sole discretion, either:
 - (a) continue to evaluate the bids of those who have accepted the proposed extension; or
 - (b) cancel the Request for Tenders

END OF INSTRUCTIONS TO BIDDERS

SECTION III -BID FORM

1. **PROJECT INFORMATION**

Project Owner:	The Government of the Northwest Territories (herein the "Owner"), as represented by the Minister of the Department of Click here to enter text
Project Name:	[Project Name]
Project Location:	[Project Location]
Project Number:	[Project Number]
Event ID:	[Reference Number]

2. **OFFER** (To be completed by the Bidder)

Company Name

(herein the "Bidder") offers to the Owner to furnish all necessary tools, plant, services, materials and labour 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 4.0 of this Bid Form.

3. GENERAL AGREEMENT (To be completed by the Bidder)

The Bidder agrees:

3.1. 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 _____ from the effective date of the Contract.

- 3.2. 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 labour conditions and has arranged for the continuous performance of the Work described in the Tender Documents.
- 3.3. That the list of Bid Documents included in Appendix "A" shall be and is the complete Bid and this offer is made subject to all provisions contained therein.
- 3.4. That this Tender supersedes and cancels all communications, negotiations, and agreements relating to the Work other than contained in the completed Bid.

- 4. CONTRACT PRICE (Bidder to complete either clause 4.1 or 4.2 whichever is checked)
 - 4.1. **BASED ON LUMP SUM** (To be completed by the Bidder)
 - □ The Bidder agrees that the following is the lump sum referred to in Clause 2.0 of this Tender Form and that this is the Bidder's total Tender price: (only to be completed if this is a lump sum Bid)

DOLLARS (\$_____)

4.2. BASED ON UNIT PRICES (To be completed by the Bidder)

□ The Bidder agrees that the following is the unit price referred to in Clause 2.0 of this Bid Form and that this is the Bidder's total Estimated Tender price: (only to be completed if this is a unit price Bid)

DOLLARS (\$_____)

An illegible submission may be disqualified at the sole discretion of the Owner.

- (a) The Contractor shall complete Appendix "D" for a unit price contract.
- (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, the Bids 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 Bid Unit Price (Column 5). In the event that an arithmetic error is made in multiplying the Estimated Quantity (Column 3) by the Bid 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 Bid Unit Price adjusted by any changes that are made in accordance with the provisions of the Contract Documents.

(To be completed by the Bidder)

Project Name:

5. DECLARATIONS

The Bidder hereby declares that:

- 5.1. 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; and
- 5.2. this Bid is irrevocable for a period of thirty (30) calendar days from the Bid Submission Deadline.

6. SIGNATURES (To be completed by the Bidder)

Signed, sealed and submitted for an on behalf of:

Company:

(Full Legal Business Name)

(Street Address)

(Mailing Address)

(City, Territory / Province, Postal Code)

Signature:			
Print Name:			
Title:			
nue.			
Dated at:	this	day of	20
Witness			
Dated at:	this	day of	20

APPENDIX A -LIST OF BID DOCUMENTS

Project Number:

[Project Number]

Reference Number: [Reference Number]

The following is the list or description of the Bid documents referred to in this Construction Tender.

Tender

- 1) Notice of Tender
- 2) Instructions to Bidders
- 3) Bid Form
- 4) Appendices "A" through "J" inclusive
- 5) Addenda (issued during the Tender period)
- Contract (Appendix J)
 - 6) Articles of Agreement (A)
 - 7) Terms of Payment (B)
 - 8) General Conditions (C)
 - 9) Special Provisions Click here to enter text
 - 10) Drawings Click here to enter text
 - 11) Technical or General Specifications

Click here to enter text

APPENDIX B -BUSINESS INCENTIVE POLICY SUBSTANTIATION OF BID ADJUSTMENT

APPENDIX B1

Pursuant to the Business Incentive Policy of the Government of the Northwest Territories, Bid preference is available to BIP registered businesses and for the NWT Content and Local Resident Labour components of the Bid. In order to receive this Bid adjustment, all Bidders must provide the information outlined in Appendix B2, Substantiation of BIP Bid Adjustments with their Bid.

The amount listed on the Substantiation of BIP Bid Adjustments, Appendix B2 is to equal the total Bid amount consisting of the General Contractor's "Own Forces" portion of the Bid plus the amount listed for each subcontractor or service provider and the amount listed for each goods supplier. For detailed instructions for completing the Substantiation of BIP Bid Adjustments see Appendix B2.

Amendments to the Tender affecting the tendered price shall require the Bidder to also amend Appendix B2 to reflect the change, prior to the Bid Submission Deadline.

Alternatively, the BIP Monitoring Office offers an interactive spreadsheet to help calculate the Bidder's BIP adjustments. To simplify the process there is an Excel spreadsheet that can be filled in, saved, and submitted with the Bidder's Bid documentation. The Microsoft Excel version of the Business Incentive Policy, Substantiation of Bid Adjustment forms, is available through the following link:

http://www.iti.gov.nt.ca/en/services/business-incentive-program-bip

Consequences of Failure to Provide Northern and Local Content

The Contractor acknowledges that if the Contractor or any of its subcontractors do not purchase all or any portion of those goods, services, and labour that the Contractor had agreed (in the Contractor's tender based on Appendix B2) from a particular NWT or Local Business or Supplier, or obtain the NWT or Local Resident Labour identified on Appendix B2 such failure will constitute a breach of its undertaking and may result in the Contractor being labeled "not responsible" in respect of future GNWT projects in respect of which the Contractor might wish to consider Bidding in response to a Request for Tenders or a Request for Proposals.

APPENDIX B2 BUSINESS INCENTIVE POLICY SUBSTANTIATION OF BID ADJUSTMENT

In order to receive a Bid Adjustment under the GNWT Business Incentive Policy (BIP), Bidders must identify the dollar value of their Labour, Goods, and Services, as well as that <u>of all subcontractors and</u> <u>suppliers proposed</u>. This information forms the basis for determining the value of the NWT and Local Content of the Bid.

Credit under the BIP for the NWT and Local Labour Content, which is involved in the provisions of the work, will be allowed for any company, whether BIP registered or not, based on the amount entered in each box identified for Local and NWT Labour.

It is the responsibility of the Bidder to provide accurate and complete information on the forms provided. Failure to do so may affect the amount of BIP Bid Adjustment received. The GNWT will not be held responsible for errors, omissions or inaccurate information contained in the Bidders Bid submission.

Important Notes:

- Any questions are to be directed to the GNWT as indicated in the Instructions to Bidders
- Substantiation may be requested by the GNWT during the bid evaluation process, prior to contract award, or at any time during, or after, the term of the contract
- 'Local' for the purposes of the BIP is the NWT community where the work is located
- The BIP requires detailed costing of: (1) LABOUR, (2) SERVICES, and (3) GOODS, as outlined in the forms.

Instructions for Completing the Substantiation of Bid Adjustment Forms:

General Instructions (apply to both the Services and Goods forms):

- 1. Indicate the complete legal business name. If the business is BIP registered, use the exact same name as it is listed on the GNWT BIP Registry (<u>www.bipregistry.nt.ca</u>).
- 2. The total dollar value listed on the Substantiation of Bid Adjustment Forms must equal the total Bid price.
- 3. Photocopies of the forms may be made as required. Submit all pages used with the Bid.
- 4. Bid amendments must be submitted with supplementary appendices indicating ONLY increases or decreased in Local, NWT, or Non-BIP Content.
- 5. Provide dollar values, do not use percentages
- 6. Declare all subcontractors and suppliers

Services Form:

Note:

- "Labour" is the fully burdened payroll cost.
- "Other Costs" are ancillary costs for services, excluding labour, which would be incurred during the performance of the work. Examples of Other Costs include accounting/bookkeeping services, minor rental costs, insurance, overhead, permits, and/or other fees.
- It is a requirement to break out labour costs (i.e. separately identify the associated labour costs and other costs)
- Only those costs associated with services where no labour portion can accurately be determined (i.e. hotel accommodations and commercial air travel) should be identified as a subcontractor under 'Other Costs' (all other claims must break out the labour component)

 Hotel accommodations and transportation services must be identified as separate subcontractors (i.e. do not include these costs under 'Own Forces', unless the services are provided directly by the Bidder)

Local Content:

- Indicate the dollar value of labour provided by residents of the Local Community and associated costs.
- Indicate the dollar value of the services that are considered 'Other Costs'

NWT Content:

- Indicate the dollar value of labour provided by residents of the Northwest Territories (do not include Local Content)
- Indicate the dollar value of the services that are considered 'Other Costs'

Non-BIP Content:

- Indicate the dollar value of labour provided by residents outside of the Northwest Territories
- Indicate the dollar value of the services that are considered 'Other Costs'
- Include costs from outside the NWT and NWT content not listed on the BIP Registry

Goods Form:

- Indicate the dollar value of Local Content
- Indicate the dollar value of NWT Content
- Indicate the dollar value of Non-BIP Content (include costs from outside the NWT as well as content not listed on the BIP Registry)
- Indicate the Commodity that each business listed will provide (i.e. Building Material, Hardware/Tools, etc.)
- Indicate the total dollar value for each line item (Local + NWT + Non-BIP)
- Do not include labour costs in these values

APPENDIX B2 BUSINESS INCENTIVE POLICY SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENT

Bidder/Proponent:		Community:		Tender:	[Reference Number]
LEGAL BUSINESS NAME (as listed on GNWT BIP Registry)	CONTENT TYPE	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS
SERVICES					
General Contractor Company Name	Labour				
General Contractor Company Name	Other Costs				
Subcontractors / Services*					
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
	Other Costs				
	Labour				
Interpretive Rulletin #4	Other Costs				

Interpretive Bulletin #4

Bidder's Signature

APPENDIX B2 BUSINESS INCENTIVE POLICY SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENT

Bidder/Proponent			Community:		Tender:	[Reference Number]
LEG (as liste	AL BUSINESS NAME d on GNWT BIP Registry)	COMMODITY	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS
GOODS						
		Subtotals				
					TOTAL:	
				Total mus	t equal the total pric	e Bid/proposed.

Interpretive Bulletin #4

Bidder's Signature

APPENDIX B2 BUSINESS INCENTIVE POLICY SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENT

Bidder / Proponent:			Community:			Tender:	[Reference Number]
BIP BID EVALUATION ADJUSTMENT SUMMARY							
		CATEGORY	LOCAL CONTENT	NWT CONTENT		-BIP TENT	TOTALS
		LABOUR					
		SERVICES					
		GOODS					
Tot	al Amount Bid/Proposed Price						
			1				
	nt – NWT Content to \$1 million	15.00%					
	- LOCAL Content to \$1 million	5.00%					
Subtotal BIP Adjustment – Content to \$1 million							
BIP Adjustment	– NWT Content over \$1 million	1.50%					
BIP Adjustment – I	OCAL Content over \$1 million	0.50%					
Subtotal BIP Adjust	ment – Content over \$1 million						
				Total BIP A	diustment	t Claimed	
				Maximum BIP Ad	•		500,000.00
				djustmen			
Price Bid / Proposed							
					BIP Ac	djustment	
BIP Adjusted Price							

Interpretive Bulletin #4

Bidder's Signature

APPENDIX C -LOCAL / NORTHERN EMPLOYMENT AND TRAINING

Local/Northern employment and training are high priorities with the Government of the Northwest Territories (GNWT). General Contractors and sub-contractors contracted for work on GNWT projects are required to hire Local or Northern employees to the maximum extent possible. Information regarding available Local and Northern workers can be obtained from a Human Resources Centres or a Federal Government Outreach Office.

Human Resources Centres:

Location	Phone Number	Facsimile Number
Yellowknife	(867) 669-5002	(867) 873-6895
Fort Simpson	(867) 695-2238	(867) 695-2229
Fort Smith	(867) 872-2747	(867) 872-2616
Hay River	(867) 874-6739	(867) 874-6100
Inuvik	(867) 777-2122	(867) 777-4369

Federal Government Outreach Centers:

Location	Phone Number	Facsimile Number
Yellowknife	(867) 873-2864	(867) 873-5185
Behchoko	(867) 392-6500	(867) 392-6139
Fort Providence	(867) 699-3401	(867) 699-3210
Holman	(867) 396-3511	(867) 396-3256
Norman Wells	(867) 587-2654	N/A
Fort Norman	(867) 588-4351	N/A
Deline	(867) 589-4800	N/A
Fort Good Hope	(867) 598-2919	N/A
Fort McPherson	(867) 952-2210	(867) 952-2725
Fort Resolution	(867) 394-4571	(867) 394-5415

Regional Offices, Education, Culture and Employment Culture and Careers Division – GNWT

Region	Phone Number	Facsimile Number
Fort Smith	(867) 872-7212	(867) 872-4507
Inuvik	(867) 777-7132	(867) 777-2469
Yellowknife	(867) 873-7146	(867) 873-0200

EMPLOYMENT REPORT – Appendix C

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 GNWT employment report as attached on the following page.

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

EMPLOYMENT REPORT – Appendix C

Project Name:			Project Location:	[Project Location]	
General Contractor:			Project Number:	[Project Number]	
Report Submitted By:			Contract Number:		
(name of General / Subcontractor	r)		Reporting Period:	FROM:	TO:
This Employment Report is	s submitted with: (Check One)				
Progress Claim No. & Date Ce	ertificate of Substantial Completion	Final Certifi	cate of Completion	Employment Repo	rt Submitted On:
# / Da	ate:	Date:		Date:	

Employee's Name	Employee's Address: (Street Address & Mailing if different)	Date Hired:	Date Terminated:	Hours Worked This Period:	Hours Worked To Date:	Gross Income This Period:	Gross Income To Date:	Classification
Contractors/Subcontrac	tors Name & Title (Print)		Contractors /	Subcontra	ctors Signa	ture:	Date	:
Classifications:								

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

APPENDIX D -LIST OF UNIT PRICES: UNIT PRICE CONTRACTS ONLY

Project Number: [Project Number] Reference Number:

- (a) The conditions in Bid Form Clause 4.2 apply to the completion of this Appendix.
- (b) If space for listing items is insufficient, the Bidder shall annex a list and make reference to it.
- (c) Type or print tendered values clearly. An illegible submission may be disqualified at the sole discretion of the Owner.

1	2	3	4	5	6			
ltem	Description	Estimated Quantity	Unit	Unit Price	Estimated Total Price			
								
Total Estimated Contract Price (transfer the Estimated Total Price to Clause 4.2 on Bid Form)								

APPENDIX E -LIST OF OPTIONS & SUBSTITUTIONS SPECIFIED BY THE OWNER

Project Number:

[Project Number]

Reference Number:

In accordance with Clause 8 of the Instructions to Bidders, the following options and substitutions are proposed by the Owner. The Bidder further agrees that the following prices may be used in the evaluation of the submitted Tender.

All Options, Substitutions and Separate Prices shall include all work necessary for and incidental to the Work described.

	Effect on Lump Sum Price (\$) (To be Completed by Bidder and Submitted with Tender)					
Description of Options & Substitutions (To be Completed by the GNWT)	Addition to Lump Sum Price	Reduction to Lump Sum Price				

APPENDIX F -LIST OF OPTIONS PROPOSED BY THE BIDDER

Project Number:

[Project Number]

Reference Number:

In accordance with Clause 9 of the Instructions to Bidders, the Bidder may propose options or substitutions below. The cost of such options and substitutions are NOT included in our lump sum price.

If this form is not used the Bidder should draw a line through the form and initial.

	Effect on Stipulated Pri	ce (\$)
Description of Options & Substitutions	Addition to	Reduction to
	Stipulated Sum Price	Stipulated Sum Price
		Stipulated Sull Flice

APPENDIX G -PLANT AND EQUIPMENT LIST

Project Number: [Project Number]

Reference Number:

The following list is the complete description of plant and equipment I/we propose to use in the execution of this contract. Such plant and equipment will be made available for inspection prior to the award of contract. The plant and equipment shall be moved to the project site upon direction from the Owner and shall not be removed from the site until completion of the contract without written approval from the Owner.

Description of unit such as make, model, year and serial #.	Capacity such as size and horsepower rating	Auxiliary and/or special equipment, such as power take-off and power control units.	Condition	Present Location

APPENDIX H -TENDER SCHEDULE FORM

Project Number: [Project Number]

Reference Number:

The Bidder agrees that the following bar schedule indicates the timeframe for the commencement and completion of each activity under the contract.

Each Bidder shall (**if requested in Clause 10 of the Instructions to Bidders**) submit, on the following form, a schedule in bar format showing the time period over which major activities associated with the Work (i.e. excavation, crushing, culvert installation, etc.) should extend for the contract. The Bidder shall clearly indicate the time of commencement and completion of each activity in relation to the overall conduct of the contract.

The Bidder declares that in bidding for the Work and in entering into a contract, he has either investigated for himself the character of the Work to be done and all local conditions that might affect his Bid or his acceptance of the Work, or that, not having so investigated he is willing to assume and does assume all risk of conditions now existing or arising in the course of the Work, or any item thereof, more expensive in character or more onerous to fulfill than was contemplated or known when the Bid was made or the contract signed.

Activity	Sc	hed	ule														
				_	Not	ifica	tion	of	Con	trac	t Av	vard	I				
Bidder's Daily and Week	Bidder's Daily and Weekly Work Schedule																
Daily Hours:									to _								

Number of Shifts per Day:

Days of the Week: From Monday to _____

APPENDIX I -CONTRACTOR'S CERTIFICATE OF INSURANCE

INSURED:

SCHEDULE OF MANDATORY INSURANCE						
PROVIDED IN REFEREN	CE TO CONTRACT N	UMBER:	(enter contract #)			
Type of Insurance	Insurer, Policy Number	Policy Period	Limit of Liability/Amount			
COMPREHENSIVE GENERAL LIABILITY INCLUDING NON- OWNED AUTOMOBILE LIABILITY		From: To:	BODILY INJURY \$ Each Person \$ Each Accident \$ Aggregate Products PROPERTY DAMAGE \$ Each Accident \$ Aggregate Products or, BODILY INJURY & PROPERTY DAMAGE \$ Inclusive \$ Aggregate Products			
AUTOMOBILE LIABILITY (OWNED/LEASED VEHICLES)		From: To:	BODILY INJURY \$ Each Person \$ Each Accident PROPERTY DAMAGE \$ Each Accident or, BODILY INJURY & PROPERTY DAMAGE \$ Inclusive			
ADDITIONAL COVERAG	ES REQUIRED MARK	(ED BY []				
[] UMBRELLA LIABILITY		From: To:	\$ Limits \$ S.I.R.			
[] CONTRACTOR'S EQUIPMENT		From: To:				
[] OTHER						

This is to certify that policies as described above have been issued through the undersigned to the Insured named above and are in force at this time. If cancelled or changed in any manner, for any reason, during the period of coverage as stated herein so as to affect this certificate, immediate written notice will be given by the undersigned to the Department.

(Be sure to complete and sign the following page)

Note: All insurance companies providing insurance for this contract shall comply with the Northwest Territories *Insurance Act*.

Project Name:

PARTICULARS OF INSURANCE						
	GENERAL LIABILITY		AUTOMOBILE LIABILITY			
	Premises Property and Operations Products and Completed Operations Blanket Contractual - All Written Agreements Occurrence Property Damage Broad Form Property Damage Contingent Employers Liability Personal Injury Employees as Additional Insureds Cross Liability - Severability Of Interests Blasting, Collapse, Underpinning Exclusions deleted as follows:	[] [] []	S.E.F. No. 4a Explosive Endorsement S.E.F. No. 21b Blanket Fleet Endorsement			
		[]	AIRCRAFT LIABILITY			
		[]	WATERCRAFT LIABILITY			
[]	Owners' & Contractors' Protective Liability					
REN	IARKS (STATE DEDUCTIBLES) IF ANY					

THIS IS TO CERTIFY THAT INSURANCE AS DESCRIBED AS ABOVE IS IN FORCE AT THIS TIME.

Name and Address of Insurance Agent, Broker or Insurance Company Written notice of any changes or cancellation of this policy shall be sent to the Owner at the following address:

By .

(Authorized Representative)

Date__

APPENDIX J -CONSTRUCTION CONTRACT

Appendix J – Attached hereto