



REQUEST FOR TENDERS SERVICES

TENDER FORM

Date: March 26, 2019	Attachments: THREE (3)	Event Business Unit: GNWT1	Event ID: 0000003169
Replies must be received prior to local time:		15:00	Apr 09, 2019

Return To: Government of the NWT Infrastructure Procurement Shared Services 5009 49th Street Stuart M. Hodgson Building, 1st Floor Yellowknife, NT, X1A 2L9	Contact: Contract Administration PSSenders@gov.nt.ca
	Phone: (867) 767-9044 Fax: (867) 920-4112

DESCRIPTION OF SERVICES REQUIRED

General Title of Contract: Grounds Maintenance Service at the North Arm Territorial Park	Term of Contract: From May 01, 2019 To October 31, 2019
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Description:
The Government of the NWT, Department of Procurement Shared Services, on behalf of Industry, Tourism and Investment, Tourism and Parks Division is requesting tender bids to provide a Sanitary and Grounds Maintenance Service at the North Arm Territorial Park.

The use and enjoyment of these park sites are to be maximized through the professional delivery of quality services. Availability of services in an orderly, hospitable and cleanly manner is of prime importance.

SERVICE REQUIREMENT: MAY 15 TO SEPTEMBER 15

The Contractor will provide the stated services 5 days a week on: Sunday, Monday, Wednesday, Friday, Saturday.

The Contractor will take 2 days a week off: Tuesday and Thursday.

SERVICE REQUIREMENT: SEPTEMBER 16 TO OCTOBER 31

The Contractor will provide the stated services 2 days a week on: Friday and Monday.

The Contractor will take 5 days a week off: Sunday, Tuesday, Wednesday, Thursday and Saturday.

****** Continued on Next Page ******

BIDDER - OFFER

Name of Firm	Address		
Contact			
Phone	Fax	Email	

The Bidder hereby covenants and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions set out herein and in any attached appendices and/or other attachments, the work described above, on or before September 30, 2019 for the total bid price of of

/100 Dollars \$ _____

Authorized Signature _____ Title _____ Date _____

CONTRACT AUTHORITY ACCEPTANCE - When signed, this document becomes a Contract.

Authorized Signature _____ Title _____ Date _____

GNWT OFFICE USE ONLY

Document SetID	GNWT1	Document ID	0000003169
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TERM OF CONTRACT:

The term of this agreement shall be from the 15th day of May, 2019 to the 31st day of October 2019.

This Agreement may be extended, at the sole discretion of the GNWT, for two (2) additional terms of one (1) year each - the 2020 and 2021 parks summer seasons.

As Territorial Parks regulations are under regular review, the GNWT reserves the right to evaluate the contract at the end of each season to determine if amendments are required for any of the additional year's contracts and will seek the consent of the Contractor.

HOURLY RATE FOR "AS AND WHEN REQUESTED BASIS" MINOR MAINTENANCE SERVICES

The Contractor shall be required to provide minor maintenance services on an "as and when requested basis" by the GNWT. When services are required the GNWT will contact the Contractor via phone and/or in writing to initiate the request.

The Contractors proposed hourly rate shall be \$ _____

This rate should not be included in the total net bid amount. The GNWT will negotiate any "as and when requested" work with the successful contractor.

The Contractor will be required to provide the maintenance tools/equipment for the as and when requested work such as: saw, hammer, screwdriver, etc.. The GNWT will provide the Contractor with the required materials to complete the work such as: paint, paint brushes, etc..

Any payment for this "as and when requested" service shall be based on actual hours worked based on the proposed hourly rate.

GENERAL OPERATIONS

1. The GNWT shall supply uniform shirts. The Contractor shall supply uniform pants, jackets suitable to the Department. The Contractor's uniforms must be pre-approved by the Departmental Representative and must make the staff readily identifiable as park staff to visitors. Uniforms are to be worn on site at all times. Do not wear any other clothing on site. Be advised cut-offs, shorts and halter tops are not allowed to be worn on site.
2. Maintain a neat, well-groomed personal appearance using "tact and diplomacy" at all times when dealing with the general public and Park Officers.
3. Sign and be responsible uniforms, equipment and keys issued to the Contractor. If requested by the Departmental Representative, return any or all items, issued.
4. Provide and maintain access to facilities at all times. Contractor is to note that operations will continue at all times.
5. Immediately report all public complaints or enquiries to the Departmental Representative.
6. Report and turn over all lost and found articles to the Departmental Representative.
7. Immediately report any faulty conditions, which may be a hazard to the public.
8. Take all precautions to ensure the safety of the general public.
9. No vehicles or equipment are allowed off roadways unless approved by the Departmental Representative for the purpose of performing services under the contract. Do not encumber the site with material or equipment.
10. The Contractor shall provide a year-end written report by October 31. The report will include a brief summary of any problems with administration of the contract, general observations and recommendations on how the Department can improve operations.
11. A performance evaluation will be conducted by the Departmental Representative and the Inspector(s) after completion of the contract. The performance evaluation will be reviewed with the Contractor.



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SANITARY MAINTENANCE

Provisions under the contract relating to the cleanliness and sanitation of the building, facilities and grounds and the removal of garbage and litter are of paramount importance.

1. Perform the services under the contract daily in accordance with service schedule(s) in the contract.
2. Notify and obtain approval of the Departmental Representative of any alterations to the service schedule. Be advised service schedules may be assigned and/or altered by inspectors to allow for inspection and proper service to the public.
3. Within ten (10) days of award of contract, examine items that are to be maintained, ascertain their condition, and notify the Departmental Representative in writing of any defective items. Report to the Departmental Representative throughout the duration of the contract, any defects or need for repairs caused by ordinary or exceptional use of the Park. On the last day of service of each calendar year, provide a report to the Departmental Representative which includes the following:
 - (a) A comprehensive list of all outstanding defects or needed repairs caused by ordinary or exceptional use of the Park.
 - (b) A list with details of any minor or major construction or maintenance works that the contractor recommends to improve service to the public, facilitate the operation & maintenance of the park, or to enhance the tourism potential of the park
4. Do not damage trees, shrubs, landscaped areas, facilities, or any other plant, real property or material for the duration of the contract.
5. Supply ALL materials, cleaning supplies, equipment, labour and transportation to perform ALL of the services in this contract, unless otherwise expressly stipulated in the contract to the contrary. Ensure all cleaning products and equipment are compatible with the surface on which they are to be used.

SANITARY MAINTENANCE DUTIES

1. Buildings: Ensure that all buildings and facilities are maintained in a sanitary and clean condition at all times.
 - (a) Place and maintain air fresheners in receptacles. Install toilet tissue rolls in double-roll holders, with one extra roll stored in the building where heavy use warrants extra supplies. Ensure all dispensers are operating properly.
 - (a) Sweep clean ceiling, walls bench and floors. Wash with warm, clean water containing soap and disinfectant the seat and bench, and wipe dry. Mop clean and dry the floor and two feet of wall up from the floor. Ensure all interior surface, such as walls, doors, toilets, etc. are clean, free of stains, mud, gum, dirt, smudges, water streaks and mop marks. Graffiti shall not be present.
 - (b) Ensure all exterior surfaces on buildings present a clean appearance, with no accumulations of dirt, mud, cocoons or cobwebs. Clean exterior surfaces as required. Graffiti shall not be present.
 - (c) Damage to the facilities or grounds is to be reported to North Slave Parks Regional Development Coordinator. Photos may be requested.
2. Grounds: Be advised grounds include campground areas, sites, roadsides and all park site property:
 - (a) Pick up and remove from the grounds all debris, garbage, forest litter and any unsightly objects. Maintain the sites clean and clear of garbage and debris at all times.
 - (b) Cut grass brush, weeds and shrubs in picnic areas and park grounds as requested by an inspector.
 - (c) Rake up and remove any materials that could be a fire hazard.
 - (d) Empty and dispose of fire pit contents on a weekly basis on the same day of each week, and as required by usage.
 - (e) Wash with water containing soap and disinfectant and wipe dry all tables and benches. Keep tables and benches clean and free from dirt, dust, stains, gum, etc. such that a clean appearance is maintained.



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3. Garbage: Collect and remove all materials from garbage containers on scheduled days.
 - (a) Provide and place new garbage bags inside containers. Bags must be a size which fits the garbage containers and not less than 3mm in thickness.
 - (b) Transport garbage without spillage, same day of collection, to an approved community dump or approved landfill site and pay all fees incurred. Immediately clean up any refuse spillage during transport.
 - (c) Keep garbage containers free of grease, dirt, stains, caked on material, strong odors and insect infestations. Wash garbage containers with disinfectant at least twice per season.

INSPECTION REPORTS

Recorded park inspections will be carried out to evaluate the provision of sanitary maintenance services under this contract:

- 1) Immediately notify the Departmental Representative in advance if any scheduled services will be late or missed. Provide alternate service at no extra cost.
- 2) Be advised that the Inspector may be the Departmental Representative, a Park Officer, or any other person specially authorized by the Departmental Representative to perform on his behalf.
- 3) The Contractor staff member may add any additional comments to the Inspection Report (see attached).
- 4) The Contractor staff member will sign the Inspection Report as received. Upon receipt of an Inspection Report, the Contractor will rectify and deficiencies or unsatisfactory service identified in the report at no extra cost.
- 5) Both GNWT staff and Contractor staff will seek at all times to mutually develop timely and appropriate solutions to any problems identified in the Inspection Report. Ideally, problems will be solved on the spot.
- 6) The Contractor will reduce to writing, any disputes regarding an Inspection Report.
- 7) The Government of the Northwest Territories shall have the final discretion in determining the suitability of the sanitary maintenance services performed by the Contractor.

SAFETY:

All Contractors working in, and/or providing services for GNWT parks and campgrounds must meet their obligations under the *Safety Act* and the associated *Occupational Health and Safety Regulations*.

COMPLETE TENDER DOCUMENTS:

Bidders should complete and return Appendix A the BIP Form, and the Attachments 1, 2, in its entirety to be considered compliant. Tender Bids that do not contain this information may be rejected.

APPENDIX A - TENDER BID FORM (1 PAGE)

Ensure that all information is clear and complete on Page 1. Tender Bid is to be all-inclusive and totals up to the Total Net Bid Amount.

ATTACHMENT 1 - STAFF SKILLS AND QUALIFICATIONS (1 PAGE)

Bidders are required to complete by listing the names of the staff to be working on this contract and describe their skills and qualifications.

ATTACHMENT 2 - LIST OF EQUIPMENT (1 PAGE)

Bidders are required to provide the detail on all minor and major equipment proposed for use in performance of the Contract.

ATTACHMENT 3 – MAINTENANCE CHECK LIST FOR THE NORTH ARM PARK

The successful bidder will be required to fill in a check list that will be supplied by Parks and Tourism. This check list may be updated from time to time. Checklist is required to be submitted monthly with invoice.



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CONTRACT AUTHORITY & PRIMARY POINT OF CONTACT:

The Contract Authority and Primary Point of Contact (AFTER THE CONTRACT AWARD) will be:

Regional Parks Development Coordinator
Department of Industry, Tourism & Investment
Tourism and Parks, North Slave Region
Phone: (867) 767-9212 ext. 63246
Email: Tom_Parker@gov.nt.ca



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INSTRUCTIONS TO BIDDERS

1. Tenders received after the specified deadline will be rejected and returned to the bidder unopened.
2. All tenders must be submitted on the Tender Form provided or through the Contract Events Opportunities website; failure to do so will result in the tender being rejected as non-responsive. Tenders submitted using the Tender Form must be signed by a duly authorized representative of the bidder. Incomplete or illegible tenders will be rejected. In the event that there is a conflict or inconsistency between pricing provided on the Tender Form and pricing entered on the Contract Event Opportunities website, the pricing set out on the Tender Form shall govern.
3. Tenders and amendments will be accepted in sealed envelopes or packages in accordance with the following conditions:
 - a) they should be properly identified on the outside of the envelope or package stating the Bidder's name, tender event ID, tender title and closing deadline. Any bidder submitting a tender or amendment lacking this information on the outside of the envelope or package does so at that bidder's risk.
 - b) they are delivered to the address provided above prior to the closing deadline.
4. Tenders or amendments sent by means of e-mail will not be accepted.
5. Tenders and any amendments sent by facsimile will be accepted in accordance with the following conditions:
 - a) tenders and any amendments must be received in its entirety prior to the closing deadline at the facsimile number identified above and should include the Bidder's name, tender event ID, tender title and closing deadline.
 - b) the GNWT cannot guarantee the confidentiality of information contained in the tender or amendments.
 - c) the GNWT will not be liable for any claim, demand or actions for any damages whatsoever should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing deadline, received by any other facsimile unit other than that stated herein, or for any other reason.
6. Tenders may be submitted through the GNWT Contract Events Opportunities website, located at: <https://contracts.fin.gov.nt.ca/>. Amendments to tenders submitted through the GNWT Contract Events Opportunities website can be made, prior to the specified deadline, by cancelling the original bid (tender) and completing a new bid.
7. All tenders are irrevocable for a period of thirty (30) days from the closing deadline.
8. If a tender or amendment contains a defect, or fails to comply with the requirements of this tender, the GNWT at its sole discretion reserves the right to accept the tender if it determines that the defect or failure to comply is immaterial.
9. In the event all tenders, or amendments, have material defects, or fail to comply with the requirements of this tender, the GNWT reserves the right to either cancel the tender call or to accept the tender deemed to be in the best interest of the GNWT.
10. The lowest or any tender will not necessarily be accepted. The GNWT reserves the right to cancel the tender, in whole or in part, at any time for any reason whatsoever, and may at the sole option of the GNWT, re-issue the same thereafter, without incurring any liability to any bidder and no bidder shall have any claim against the GNWT.
11. The GNWT reserves the right to negotiate price, scope of work, or both, with any Bidder.
12. Addenda issued prior to the tender Deadline will be in writing and must be incorporated into the tender.
13. Verbal responses to any inquiry cannot be relied upon and are not to be construed as an implied term of this tender or any resultant contract.
14. All unit prices must be extended and totaled, and failure to do so will result in the bid being rejected as non-responsive. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the bid evaluation and resulting contract.
15. All prices must be quoted in Canadian dollars and are to be exclusive of the Goods and Services Tax ("the GST").
16. All documents, including tenders and amendments, submitted to the GNWT are in the custody and under the control of the GNWT. Bidders, in submitting tenders or amendments, acknowledge that the GNWT may be required to release, in whole or in part, the documents in accordance with the Access to Information and Protection of Privacy Act.
17. 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 NWT, 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 or 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 identified in this document.
18. One of the priorities of the GNWT is to ensure local and northern materials, equipment and labour are used to the fullest extent practical on any GNWT contract. Therefore, the Business Incentive Policy, 63.02 applies to this tender. Bidders can obtain information on the G.N.W.T. Business Incentive Policy from the web site: <http://www.iti.gov.nt.ca/iea/bip/index.htm>, or by contacting the BIP Monitoring Office.
18. 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 Tenderers must provide the information outlined in Appendix A, Substantiation of BIP Bid Adjustments with their tender.



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The amount listed on the Substantiation of BIP Bid Adjustments, Appendix A is to 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 A page 2.

Amendments to the Tender affecting the tendered price shall require the Tenderer to also amend Appendix A to reflect the change, prior to closing.

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 the Appendix A) from a particular NWT or Local Business or Supplier, or obtain the NWT or Local Resident Labour identified on the Appendix A 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.

Alternatively, the BIP Monitoring Office is offering an interactive spreadsheet to help calculate the bidder's preference adjustments. To simplify the process there is an Excel spreadsheet that can be filled in, saved and submitted with the bidder's bid documentation.

http://www.iti.gov.nt.ca/iea/bip/pdf/Appendix_BIPBid_Substantiation_2012-09-18.zip

19. APPENDIX A NWT & Local Evaluation Form as attached.

21. All questions or enquiries concerning this Request for Tenders should be in writing, directed to the contact person indicated on the first page of this document, and submitted no later than two (2) business days prior to the specified tender submission deadline.

22. NWT ELECTRONICS RECYCLING PROGRAM

If this Request for Tenders includes items that are considered "electronics" (as defined by the Northwest Territories Electronic Recycling Regulations):

- (a) prices bid must include the NWT environmental handling fee(s) for eligible electronics. The GNWT will not compensate any Bidder that failed to include the environmental handling fee(s) on eligible electronics in their bid price; and
- (b) it will be a requirement of any resultant contract that the Contractor be registered as an electronics distributor with the Northwest Territories Electronics Recycling Program. For more information about the Electronics Recycling Program and/or to register as an electronics distributor visit: www.rethinkitnwt.ca, email nwtelectronics@albertarecycling.ca, or call (toll free) 1-888-999-8762 (ask for the NWT distributor assistance team). If requested by the GNWT, the Bidder shall produce confirmation that they are registered with the Northwest Territories Electronics Recycling Program as an electronics distributor. Failure to provide confirmation of registration within three (3) business days of a request will result in disqualification of the bid.



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GENERAL CONDITIONS

1. **DEFINITIONS:** In the contract
 - i. "Contracting Authority" means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer.
 - ii. "G.N.W.T." means the Government of the Northwest Territories.
 - iii. "Contractor" means the legal entity that has been awarded the contract.
 - iv. "Work" means the goods, services or construction as set out herein.
 - v. "Main Body" of the contract means this contract minus any appendices, schedules or other attachments.
2. **APPLICABLE LAW:** This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
3. **ENTIRE CONTRACT:** This contract and the attached appendices hereto comprise the entire contract between the Parties hereto and supersede and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the Parties relating to the Work to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the commencement of the term of this contract. Where there is a conflict between the Main Body of this contract and any incorporated appendix, schedule or attachment, the terms of the Main Body of this contract shall prevail, to the extent of the conflict.
4. **STATUTORY CONDITION:** It is a condition of this contract that payment hereunder is subject to Section 97 of the Financial Administration Act, S.N.W.T. 2015, c.13, as amended, which provides as follows:
"It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement.."
5. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.
6. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.
7. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
8. **AMENDMENTS:** This contract may only be amended, extended or renewed by the written consent of the parties.
9. **SUCCESSION:** This contract shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
10. **SEVERENCE OF TERMS:** It is intended that all provisions of this contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
11. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the G.N.W.T. must be obtained in accordance with s.130(3) of the Financial Administration Act.
12. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
13. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
14. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, email, or posted by prepaid registered mail at the address on the front of this contract.
15. **GOODS & SERVICES TAX:** The GNWT certifies that the Work to be purchased from the Contractor will be purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred in providing the Work if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.
16. **HARASSMENT FREE AND RESPECTFUL WORKPLACE:** The parties and their employees, agents, and representatives shall observe and be bound by the Harassment Free and Respectful Workplace Policy of the G.N.W.T. as it applies to this contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/>. 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 the purposes of the contract who, in the opinion of the GNWT, has violated the Harassment Free and Respectful Workplace Policy.



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17. ACCESS TO INFORMATION: All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
18. VENDOR COMPLAINT PROCESS: The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair & timely process to deal with vendor complaints concerning the GNWT's procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at: https://www.inf.gov.nt.ca/sites/inf/files/vendor_complaint_process.pdf
19. In accordance with the Northwest Territories Manufactured Products Policy, the Contractor is required to utilize, whenever possible, approved Northern Manufacturers for any products that comply with specifications and applicable codes. The Approved Northern Manufacturers Products List may be viewed at: <http://www.iti.gov.nt.ca/programs-services/nwt-manufactured-products-policy>.

CONTRACTOR'S RESPONSIBILITIES

19. EQUIPMENT: The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
20. SUBCONTRACTORS: The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
21. COMPLIANCE WITH LAWS: The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licences and fees required for the performance of the Work.
22. INDEMNITY: The Contractor shall defend, indemnify and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.
23. WORKERS' SAFETY AND COMPENSATION COMMISSION: The Contractor shall, at its own expense, obtain Workers' Safety and Compensation Commission coverage for itself, all employees and partners, or other individuals employed or engaged in the execution of the work and shall ensure all approved subcontractors obtain compensation coverage. The Contractor shall conform and comply with all conditions set forth in the Workers' Compensation Act and Regulations pursuant hereto, and pay all assessments pursuant to the said Act.
24. RECORDS: The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
25. CONFIDENTIALITY: The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
26. NOTICE OF CLAIM: The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
27. INVOICING: The Contractor must submit to the GNWT an invoice in satisfactory form upon completion of the Work or at other times as required. Invoices should clearly indicate the contract reference number to avoid delay in payment. Invoices that do not indicate the contract reference number may be returned to the Contractor.
28. INTELLECTUAL PROPERTY: Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GNWT and the Contractor hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.

GNWT RIGHTS AND OBLIGATIONS

29. BREACH OF CONTRACT: The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
30. DEFAULT: In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
31. SET OFF: The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT only in accordance with Section 57 of the NWT Financial Administration Act, which provides that:

The Comptroller General may retain money by way of deduction or set-off out of money payable to a person by Government out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to Government or a public agency; (b) Government or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.



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32. **TERMINATION:** The GNWT may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority: the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.
33. **PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Work, whichever is later.
34. **LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, how ever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.

TERMS AND CONDITIONS FOR CONTRACTED SERVICES

1. The Contractor shall perform the Work to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services customary to the Work.
2. The Contractor shall ensure that all persons employed or retained to perform the Work are competent to do so and are properly trained, licensed (if legally so required) and supervised in carrying out their assigned duties and tasks.
3. When a change in the Work is proposed or required, GNWT will provide the Contractor with a written description of the proposed change in the Work. The Contractor shall promptly present, in a form acceptable to GNWT, a method of adjustment or an amount of adjustment for the Contract Price, if any, and the adjustment in the Time, if any, for the proposed change in the Work. When the GNWT and the Contractor agree to the adjustments in the Contract Price and Time or to the method to be used to determine the adjustments, such agreement shall be effective immediately and shall be recorded in a Change Order.
4. The Contractor shall maintain the following insurance coverage, as applicable for the activity under contract, for the duration of this contract:
 - Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof
 - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death, and damage to property.
 - Professional Liability Insurance, if applicable, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) in the annual aggregate, to cover claims arising out of the rendering of, or failure to, render any professional service under this contract.
5. The Contractor will not provide any services to any person in circumstances, which, in the reasonable opinion of the GNWT, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to the GNWT under this contract.



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SUPPLEMENTARY GENERAL CONDITIONS

1.1 BUSINESS INCENTIVE POLICY - LOCAL DESIGNATION

For purposes of applying preferences provided by the Business Incentive Policy, local is defined as registered businesses located in the community (ies) of:
BEHCHOKO, NT

1.2 CRIMINAL RECORDS CHECKS

The GNWT reserves the right to request, at the expense of the Contractor, a recent (six months or less from the date of request) certified Criminal Record check for each individual who will be involved in the performance of the Work. Criminal Record checks verify that a person has not been convicted of a criminal offence, and may be obtained through his or her local RCMP or local Police detachment. Should the GNWT request certified Criminal Record checks, the Contractor shall not permit personnel employed in the provision of the Work to commence work until such Criminal Record check(s) are received and the results are reviewed and are satisfactory to the GNWT. If a Criminal Record is found the GNWT, in its sole discretion, shall decide if that person poses a threat and shall be allowed to perform the required Work as per this Contract.



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APPENDIX A - Page 1 BUSINESS INCENTIVE POLICY - SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENTS

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 Tenderers must provide the information outlined in Appendix A, **Substantiation of BIP Bid Evaluation Adjustments** with their tender or Proposal.

The amount listed on the **Substantiation of BIP Bid Evaluation Adjustment**, Appendix A is to 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 Evaluation Adjustments** see Appendix A page 2.

Amendments to the Tender affecting the tendered price shall require the Tenderer to also amend Appendix A to reflect the change, prior to closing.

Consequences of Failure to Provide NWT 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 A) from a particular NWT or Local Business or Supplier, or obtain the NWT or Local Resident Labour identified on Appendix A such failure will constitute a breach of its undertaking and may result in the Contractor being labelled "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.

Alternatively, the BIP Monitoring Office is offering an interactive spreadsheet to help calculate the bidder's preference adjustments. To simplify the process there is an Excel spreadsheet that can be filled in, saved and submitted with the bidder's bid documentation.

http://www.iti.gov.nt.ca/iea/bip/pdf/Appendix_BIPBid_Substantiation_2012-09-18.zip



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APPENDIX A - Page 2 BUSINESS INCENTIVE POLICY - SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENTS

"In order to receive credit under the Government of the Northwest Territories (GNWT) Business Incentive Policy (BIP), bidders must identify the dollar value of their Labour, Goods, and Services, as well as that of all subcontractors and suppliers proposed. If the following forms are not submitted with a proposal or are incomplete or improperly completed, the bidder will not receive appropriate credit.

Credit under the BIP for the NWT and Local Labour Content, which is involved in the provision of the services, will be allowed for any company, whether BIP registered or not, based on the amounts entered in the space identified for local and NWT labour.

- This information forms the basis for determining the value of NWT and Local Content of the proposal.
- It is the responsibility of the bidder to provide accurate and complete information on the forms provided. Failure to do so will affect the amount of BIP credit received.
- The GNWT will not be held responsible for errors or omissions contained in a proposal.
- Any questions are to be directed to the GNWT contact person, as indicated in the Request for Proposals document.
- The BIP requires detailed costing of: 1) Labour, 2) Services, and 3) Goods, as outlined in the forms.
- 'Local' for the purposes of the BIP Adjustment is identified in the Request for Proposals document.
- The GNWT reserves the sole right to seek clarification or substantiation, before the contract is awarded, from bidders on the amounts provided on the NWT & Local Content forms. In the event the GNWT seeks clarification or substantiation and the bidder does not respond within a time frame fixed the GNWT, the bidder will not receive any BIP Adjustment for the area in question.
- Proposal amendments must be submitted with supplementary appendices indicating ONLY increases or decreases in Local, NWT, Non-BIP Content.
- Photocopies of the BIP forms may be made as required. Submit and number all pages included with the proposal.
- The GNWT BIP Registry is located online at: www.bipregistry.nt.ca

To Complete LABOUR and SERVICES Information:

- Indicate the complete legal business name, if BIP registered, as it is listed on the GNWT BIP Registry. Do NOT use abbreviations or acronyms.
- Indicate the dollar value of labour provided by residents of the stated Local Community and the associated costs.
- Indicate the dollar value of NWT Resident Labour and the associated costs. Do not include Local Content in this value.
- Indicate the dollar value of Non-BIP labour and the associated costs. Include costs from outside the NWT and NWT content not listed on the BIP Registry.
- Indicate the dollar value of Local Services. It is a requirement to break out labour from the total cost.
- Indicate the dollar value of NWT Services. Do not include Local Content in this value.
- Indicate the dollar value of Non-BIP Services. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- Indicate the Total dollar value for each line item. (i.e.: Local + NWT + Non-BIP)

To Complete GOODS Information:

In order to receive credit under the BIP for NWT content, the bidder must be an approved supplier under the BIP for the goods identified. In order to receive the BIP Adjustment for local content, the bidder must also be an approved local supplier for the community or communities that are identified as local in the Request for Proposals documents, unless otherwise stated.

- Indicate the complete legal business name, if BIP registered, as it is listed on the BIP Registry. Do not use abbreviations or acronyms.
- Do not include labour costs in these values.
- Indicate the dollar value of Local Content.
- Indicate the dollar value of NWT Content. Do not include Local Content in this value.
- Indicate the dollar value of Non-BIP Content. Include costs from outside the NWT and NWT Content not listed on the BIP registry.
- Indicate the total dollar value for each line item (i.e. Local + NWT + Non-BIP)"



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APPENDIX A - Page 3
BUSINESS INCENTIVE POLICY -
SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENTS

Substantiation of BIP Adjustment NWT and Local Content Form - SERVICES					
Bidder:				Ref. No.	
LEGAL BUSINESS NAME (or as listed on the GNWT BIP Registry)	CONTENT TYPE	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS
SERVICES:					
Bidder's Own Workforces	Labour				
	Other Costs				
Subcontractors / Services: Legal Business Name (or as listed on the GNWT BIP Registry)					
	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				
	Other Costs				
	Labour				
	Other Costs				
SUB-TOTALS					
(A) TOTAL (SERVICES)					



REQUEST FOR TENDERS SERVICES
TENDER FORM

APPENDIX A - Page 4
BUSINESS INCENTIVE POLICY -
SUBSTANTIATION OF BIP BID EVALUATION ADJUSTMENTS

Substantiation of BIP Adjustment NWT and Local Content Form - GOODS					
Bidder:				Ref. No.	
LEGAL BUSINESS NAME (or as listed on the GNWT BIP Registry)	Commodity Type	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS
GOODS:					
SUB-TOTALS					
(B) TOTAL (GOODS)					
<u>GRAND TOTAL (A + B)</u>					
Total must equal the total price proposed.					



ATTACHMENT 1
STAFF SKILLS AND QUALIFICATIONS

STAFF SKILLS & QUALIFICATION

List all staff to be used for this contract with a short description of their skills and qualifications. Resumes may be attached.



ATTACHMENT 2
LIST OF EQUIPMENT

LIST OF EQUIPMENT

List all major and minor equipment and back-up equipment to be used in the performance of this contract.

Equipment (make, model, year, owned/leased, etc.)	Location (where equipment can be inspected)
Additional Equipment and Back-Up Vehicles:	



**REQUEST FOR TENDERS SERVICES
TENDER FORM**

ATTACHMENT 3

MAINTENANCE CHECK LIST FOR THE NORTH ARM PARK

The successful bidder will be required to fill in a check list that will be supplied by Parks and Tourism. This check list may be updated from time to time. Checklist is required to be submitted monthly with invoice.

Maintenance Checklist for the North Arm Park

Buildings:

- Replace toilet paper rolls
- Place and maintain air fresheners
- Sweep all surfaces (Ceilings, walls, benches and floors)
- Wash, disinfect and dry the toilet seats
- Mop and dry the floor and 2 feet up the walls
- Ensure all surfaces are clean of stains, mud, gum, dirt, smudges, water streaks and mop marks
- Ensure the outside of the building is clean of dirt, mud, cocoons, cobwebs or graffiti

Grounds:

- Pick up all garbage, debris and forest litter
- Cut grass brush, weeds and shrubs in picnic areas and park grounds
- Rake up and remove any materials that could be a fire hazard
- Empty and dispose of fire pit contents every week
- Wash, disinfect and dry all tables and benches
- Ensure benches are clean of dirt, dust, gum, stains etc.

Garbage:

- Replace garbage bags with 3mm thick bags
- Transport garbage bags to the community dump and pay all fees involved
- Wash and disinfect garbage bins
- Ensure garbage bins clean of grease, dirt, stains, caked on materials, strong odors and insect infestations

Other Maintenance Required:

- Painting – Fences, buildings, gazebo

- Maintenance required to fix broken items, fences, buildings, gazebo, picnic tables or fire pits

- Road and parking lot – any major potholes or gravel required

PLEASE REPORT ANY MAJOR MAINTENANCE OR ISSUES TO THE ITI TLI CHO OFFICE
(867) 392-6941

Signature: _____

Date: _____