



Tr'ondëk Hwëch'in Snow Removal Services Request for Proposal (RFP)

1 Introduction

The Housing & Infrastructure (H&I) Department of the Tr'ondëk Hwëch'in Government (TH) is requesting proposals for snow removal services until May 15th, 2020.

1.2 Purpose of this RFP

The intention of this RFP is to receive proposals from contractors for the work detailed herein. Proposals received will be used to evaluate and award a contract for the work.

1.3 Form of Proposal & Bid

Proposals must be submitted in a detailed quotation format for services to be rendered in addition to the bid form attached. TH may require the potential contractors selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items of their proposals as may result from negotiations.

1.4 Schedule

Request for Proposal Release:	August 28th, 2019
Deadline to submit proposals:	September 13th, 2019
Committee review:	September 16th, 2019
Tentative date for contract award:	September 20th, 2019
Contract Completion:	May 15th, 2020

2 Scope of Work

- a) Proposals shall identify scope and cost of snow removal services for the following TH assets:
- Tr'inke Zho Daycare,
 - Dänojà Zho Cultural Centre,
 - TH Administrative Building and Community Hall (does not include Government Offices Building maintained by Chief Isaac Inc.)
 - Community Support Centre
- b) Prior to the first snowfall to avoid the possibility of damaging property features including but not limited to decking, boardwalks, fencing, guard rails, electrical junction boxes and any other areas that are susceptible to damage because they are easily concealed by snowfall shall be staked out (clearly marked/identified) by the Contractor. The snow is to be pushed back to these boundary areas, in accordance with instructions supplied by Maintenance



Supervisor, Jason Henry, who can be reached at 993-3613. The Contractor shall not commence work until a conference is held at which representatives of the Contractor and TH are present.

- c) Snow removal is to be started within one (1) hour after accumulations greater than 2.5cm of snow, these areas are to be cleared by 07:30AM prioritizing the Tr'inke Zoo Daycare before all other assets listed. If an evening snowstorm occurs, snow removal services must be completely performed by the Contractor approximately one (1) hour before buildings open (07:30AM) Monday to Friday excluding stat holidays and during the scheduled days TH offices will be closed during the week of Christmas (to be determined by TH Maintenance Supervisor). If a daytime snowstorm occurs, the contractor must perform snow removal services promptly after accumulation reaches 2.5cm of snow and removal shall continue after each additional two (2) inches of accumulation.
- d) Snow is to be cleared from all entrances, exits, walkways, and all parking areas at the listed locations.
- e) Snow must be hauled away from the premises of all locations, when necessary to reduce thaw and freeze issues in the spring and to have complete access to parking areas, entryways, exits, and loading areas. Use of front-end loaders and dump trucks are at the vendors expense, and therefore should be included when bidding.
- f) To eliminate ice build-up at the listed locations we require that the Contractor salt (when appropriate), sand, and scrape surfaces of all steps, boardwalks, walkways, entrances and exits as needed or on request to maintain areas in safe and useable conditions.

3 GENERAL REQUIREMENTS

- a) Salt/sand receptacles may be placed at all building entrances and exits. Receptacles shall be removed by May 15th of each year.
- b) Spring clean-up will consist of removing all sand brought in by seasonal salting and sanding, including salt and sand that was pushed on to the lawns.
- c) All damages must be repaired by contract end, which is May 15th of each year of the contract, and inspection and approved by a TH representative before final payment is made.
- d) The Contractor shall furnish trucks, rubber tired front-end loaders; salt/sand spreaders and other equipment, i.e., frame, hoists, shovels and plows as specified herein suitable for snow plowing, snow removal, ice removal, and salting/sanding. The Contractor shall furnish with each separate piece of equipment, capable licensed drivers in sufficient numbers so as to operate the equipment efficiently. The Contractor shall also furnish additional drivers and labourers to relieve the regular drivers and labourers when extended periods of work require.



- e) The equipment, before being accepted for actual work, must be in proper mechanical conditions, and fully equipped as required, for efficient operation; must be properly registered and insured in accordance with appropriate jurisdictional ordinances; and be equipped with accessories as required to meet the existing traffic conditions.
- f) The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to plow and clear all accumulating snow. Make safe all entries and exits of the buildings from ice, and remove or scrape to eliminate all ice build-up. The Contractor shall complete the entire work to the satisfaction of the TH Maintenance Supervisor and in accordance with the specifications herein mentioned, at the bid price submitted. All the work, labour, and equipment to be done and furnished under this contract, shall be done and finished strictly pursuant to, and in conformity with the specifications described herein.
- g) The Contractor shall take all responsibility for the work under this contract; for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work.
- h) The Contractor shall employ only competent people to do the work, and whenever the Contracting Officer (TH representative) shall notify the Contractor that any person working, in their opinion, is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, such person shall be replaced and shall not be again employed except with the consent of a TH representative.
- i) TH will reserve the right to hire equipment other than the Contractor if the Contractor's equipment does not report ready for service within one (1) hour of the time ordered. When such equipment and labourers, other than the Contractor's is employed, any expense incurred above the contract price shall be borne by the Contractor and such additional expense shall be deducted from any money due the Contractor.
- j) The contractor agrees to hold TH harmless from liability arising out of injuries of damage caused while performing this service. Agreeing that any damage or injury to buildings, materials, equipment, or property during the performance of this service will be repaired at the Contractor's expense.
- k) Unsatisfactory response to any or all of the listed services or requirements will be a basis for immediate termination of the contract

4 CONTRACTOR INFORMATION REQUIRED

4.1 General Information

- Contact details, including registered company address
- Business Licence
- WCB Number and proof of compliance



- Proof of Liability Insurance

4.2 Proof of Contractor's sound Financial and Company Standing

- Audited financial statements may be requested

4.3 Evidence of Capacity to Deliver Contract Requirements

- Details on previously undertaken contracts
- References from clients for similar projects
- Qualifications of personnel
- Required equipment

4.4 Other

- If applicable, list of sub-contractors or partnerships involved and details on their proportion of the work.
- Provide contingency plan if deliverables cannot be met.
- Upon awarding of the contract, TH and the contractor will negotiate a payment schedule.

5 IMPLEMENTATION REQUIREMENTS

Contractor must respect Tr'ondëk Hwëch'in culture and values and abide by Tr'ondëk Hwëch'in laws and all other applicable laws, regulations and by-laws. If the contractor does not abide by these, the contract can be terminated by Tr'ondëk Hwëch'in.

If Contractor requires local accommodation, they are encouraged to stay at the Downtown Hotel. Per diems should not exceed Yukon government rates.

6 INSTRUCTIONS TO CONTRACTORS

For further information and instruction, please contact Nick Wozniewski at nick.wozniewski@trondek.ca, (867) 993-7100 ext. 176.

APPENDICES

TH Bid Package:

- General Conditions – Legal qualifiers and Standards
- Supplementary General Conditions – Points Structure, Bid Form, Proposal Evaluation and Awarding Criteria



GENERAL CONDITIONS

For the purpose of interpretation, Tr'ondëk Hwëch'in government is the "Owner" in this contract

Contractors have 5 business days after the signing of a contract to produce any building and/or construction prerequisites; specifically, special mandatory insurance requests or WCB coverage

TIME OF ESSENCE - Time is of the essence of this contract.

COMPLETION - This contract will be for the completion of the scope of work as described in the RFP and detailed in the quote provided.

CONFIDENTIALITY - The Contractor will treat as confidential and will not, without the written permission of the Owner, publish, release or disclose or permit to be published, released or disclosed, either before or after termination of this contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this contract. Contractor will ensure its facilities, systems and files are secure and access to data and confidentiality of data and information gained while performing the contract, are strictly controlled, to the satisfaction of the Owner.

TECHNICAL CONSULTATION - The contractor will be permitted to consult with the Owner's delegate

PERFORMANCE - The performance under this Contract is to be carried out to the complete satisfaction of the Owner.

WARRANTY BY CONTRACTOR - The contractor warrants that the Contractor is competent to perform the work required under this contract, in that the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the work.

GOVERNING LAW - This Contract will be deemed to have been made in and will be interpreted and enforced in the accordance with the laws in force in the Yukon.

LAWS, PERMITS AND BY-LAWS - The Contractor will comply with all laws and regulations applicable to the place of the work, whether Federal, Territorial, or municipal, and will pay for all permits and certificates required in respect of the contract.



BUSINESS LICENSE - The contractor may be required to provide proof that it has a business license appropriate of the location of the work under the contract, prior to signing of the contract.

WORKER'S COMPENSATION BOARD - The contractor must provide a **"Letter of Good Standing"** from the Yukon Worker's Compensation Health and Safety Board prior to signing of the contract and a **"Letter of Clearance"** from the Yukon Workers' Compensation Health and Safety Board prior to the signing of the contract.

INTERPRETATION - Should any dispute arise concerning the meaning of intent of the Contract, the Owner will make a decision, which will be final unless the Contractor disputed such decision by a written notice within 10 days of it, whereupon the dispute will be resolved according to – DISPUTES, below

DISPUTES - If a dispute cannot be resolved immediately by the Owner's decision or negotiation between the parties, the dispute may be:

- Referred to arbitration (before an arbitrator appointed by mutual agreement or by Mediation Yukon) 10 days following the need of such mediation, notwithstanding that other necessary parties will not be bound by any arbitrated resolution to this dispute.

If neither party refers a dispute to mediation or arbitration within 10 days after written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both parties may agree to proceed to mediation or arbitration, in accordance with the Arbitration Act.

EXECUTION OF THE WORK - The Contractor shall, for the stated contract price, provide all necessary labour, materials, tools and equipment and will carry out in a careful and professional manner and to the satisfaction of the authorized representative of the Owner, the work set out under Description of the Work and more particularly described in the specifications. All materials used in the execution of the contract must be new and of the best quality and installed or applied in accordance with manufacturer specifications, unless noted within the Description of Work.

NO ASSIGNMENT- Without the prior written consent of the Owner, the Contractor will not assign or sublet this Contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void

CHANGES - Changes to the contract will only be made on receipt of written instructions from the Owner. Any resulting adjustment to the contract price will be agreed upon by the Owner and the Contractor and will represent the reasonable and proper costs incurred by or savings accruing to the Contractor.



DELAY - No payment will be made for any extension of the completion date for the contract given to the Contractor due to delay encountered during the execution of the contract, unless such delay was caused by the Owner.

SUSPENSION OF WORK - In the event that work on the contract is suspended, the Contractor will arrange for protection to the work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.

TERMINATION - The Owner may at any time, upon 30 days' notice in writing to the Contractor, suspend or terminate the Contract for reasonable cause. The Owner's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made.

COOPERATION AND MAKING GOOD - The Contractor will perform work under the contract with minimum disturbance to personnel and the public and ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project are protected. The Contractor will obtain the approval of the Owner for the hours during which the work will be performed and will provide a work schedule for approval by the Owner upon request.

PROPERTY OF THE OWNER - The Contractor will be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of the contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.

PAYMENT - The Contractor and TH will mutually work out a payment schedule.

DEDUCTIONS - The Contractor will pay all valid claims for wages and other expenses it incurs in respect of the contract as and when such claims become due.

WORKERS - The Contractor will ensure that all workers on the project are competent and qualified to the work. The Contractor will be responsible for all statutory assessments, returns, remittances, in respect of the Contractor's workers, including under the Workers' Compensation Act (Yukon), Employment Insurance Act, income Tax Act and Canada Pension Plan Act.

INDEMNIFICATION - The Contractor will indemnify and save harmless the Owner from and against all claims, demands, losses, damages, costs, expenses, actions and suits that may arise, directly or indirectly from its performance of the contract or by reason of any matter or thing done, permitted or omitted to be done by the Contractor, its subcontractors or their agents or employees with respect to the contract.



INSURANCE - The Contractor, during the period of time the contract is in force, and during any warranty period stated in this contract, will maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner.

- Automobile Insurance covering all vehicles used in the performance of the contract
- General Liability Insurance of \$2,000,000.00

The policy will state that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Owner. Any deductible will be borne by the Contractor.

The Tr'ondëk Hwëch'in shall be specified as an additional insured on all insurance policies contemplated in this contract.

Proof of required insurance must be submitted prior to the signing of contract.

ACCESS TO WORK - the Contractor will permit the Owner or its representatives to have access to the work at all times during the execution of the work and will cooperate fully with other contractors or workers sent to the place of the work by the Owner.

SECURITY REQUIREMENTS - Where, in the opinion of the Owner, it is in the public interest to obtain security to ensure the due performance of this contract, the Owner may require security, in such form and such amount as the owner deems appropriate.

OWNERSHIP - The Owner is the sole owner of any material produced under this contract. Any material produced under this contract cannot be used or disclosed for any other use without the prior written consent of the Owner. "Material" includes both tangible and intangible (including intellectual) property.

ENTIRE AGREEMENT - This contract constitutes the entire agreement between the Parties in respect of the subject matter of this contract and supersedes all previous negotiations, communications another agreements in respect of it, unless they are specifically incorporated by reference into this contract

WAIVER - The failure by the Owner to exercise or enforce any of the terms or conditions of this contract will not constitute or be deemed a waiver of the Owner's rights to enforce each and every term of this Contract. The failure by the Owner to insist upon strict performance of any of the terms or conditions of this Contract will not be deemed a waiver of any subsequent breach or default in the terms or provisions herein.



POINTS STRUCTURE

Only one Preference type can be claimed (TH, or Dawson, or YT business)

Types of Firms

Wholly TH owned businessClaim 15 pts

(Partnerships 51%+ TH ownership, Sole Proprietor, etc)

Partially TH owned businessClaim 10 pts

Partnership (50/50% TH, non TH ownership)

Business within Dawson City

.....**Claim 5 pts**

(Partnership, Sole Proprietorship, etc)

Corporations claim 3 pts. per TH equity holder to a total of.....Claim 15pts

Total number of Preference Points claimed _____
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After choosing the points available for you to claim make your declaration

Declaration: I pledge all information on the TH Preference Points Claim Form is true, and any discrepancies can void my proposal.

Name Signature

Name Signature



BID FORM

Bidders NAME

This document must be submitted in the proposal envelope.

I/We hereby submit a Bid for _____, in accordance with these documents.

I/We have carefully examined the scope of work together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the specifications for:

GRAND TOTAL IN FIGURES (**FIXED PRICE**) DOES NOT INCLUDE GST IN PRICE:

(Reflect price format requested, e.g. Fixed, Estimated, or Ceiling) e.g. \$100.00 plus GST

In the event of our bid being accepted, I/we agree to enter into a contract with the Owner on the Tr'ondëk Hwëch'in contract form, which will form part of this contract. In the event of conflict between terms and conditions of this RFP document and the Tr'ondëk Hwëch'in Contract form, terms and conditions of this RFP document prevail.

Addenda

I /We acknowledge receipt of the following addenda issued during this RFP call:

_____ # _____ # _____ # _____

RFP Closing Date:

September 13th, 2019

The Owner need not accept the lowest or any bid and reserves the right to reject or accept any or all bids without further explanation.



Request for Proposal

In consideration of being permitted to submit a proposal, I/we agree Tr'ondëk Hwëch'in reserves the right to reject or accept any or all bids without further explanation.

In consideration of being permitted to submit a proposal, I/we agree that this bid is irrevocable and open to acceptance by the Vendor at any time within thirty (30) days after opening of the bid(s), whether any other bid has been accepted or not.

I/we represent and warrant that the bidder has full power and authority to enter into, perform and execute the Contract, and each person signing this Bid Form on behalf of the bidder is properly authorized to do so.

I/we have read these RFP Documents, understand them and intend to be bound by them

BIDDER'S FULL LEGAL NAME:

DOING BUSINESS AS (if different than above)

FULL BUSINESS ADDRESS

BUSINESS LICENSE NO:

TELEPHONE

GST REGISTRATION#

Sign this form in the space(s) below as follows:

Executed by or on behalf of the Bidder this _____ day of _____,
20 _____

PRINTED NAME:

SIGNATURE(S): _____, TITLE:



SIGNATURE(S): _____, TITLE:

FOR THE OFFICE ONLY:

THE Evaluation and Awarding Criteria

Project: _____

Contractor: _____

A. Methodology (max 15 points)

- Demonstration of the proponent's understanding of the scope of work as well as general requirements.
- Detailed description of the methodology and manner in which the work will be completed and all general requirements will be met.
- A complete list of materials, material cost, labour, and total contract price has been provided.

B. Qualifications and Experience (max 20 points)

- The proponent must demonstrate the capability, resources, experience and commitment to achieve the objectives of this work.
- Brief descriptions of three recent (within five years) relevant projects that demonstrate the proponent's suitability, and their role in those projects. Please provide contact information for client references.

C. Price (max 50 points)

- Provide details of all cost categories and corresponding costs.

Criteria	Maximum Points	Total
1. Preference Points	5, 10, or 15	
2. Project Specific Criteria:		
• Methodology	15	
• Qualifications & Experience	20	
• Price	50	
Total		

Maximum of 100 points can be awarded, including preference points.