



# Tr'ondëk Hwëch'in

## *Geotechnical work for C-3B and C-42B*

### *Request for Proposal (RFP)*

#### **1 INTRODUCTION**

Tr'ondëk Hwëch'in is advancing land use planning for Settlement Land parcels. A geotechnical analysis is now required for parcels C-3B and C-42B, the next parcels to be planned.

TH is looking for a high-level geotechnical analysis to inform the development of conceptual land use plans for these parcels. The analysis will inform the next stage of conceptual land use planning so that the best decisions can be made about infrastructure location for these residential and commercial/industrial subdivision.

##### **1.1 Project Goals and Objectives**

To obtain high-level geotechnical information in the form of a report, which will be used to inform residential and commercial/industrial conceptual land use plans for C-3B and C-42B.

##### **1.2 Purpose of this RFP**

The intention of this RFP is to receive a bid to a maximum of \$10,000 with a proposal describing what geotechnical information will be collected and how. The proposal is for Settlement Land parcels C-3B and C-42B, which are being planned for residential and commercial/industrial subdivisions.

*Note:* This contract is considered the preliminary geotechnical phase of this planning initiative and should not be interpreted as a request for a thorough geotechnical drilling program.

##### **1.3 Form of Proposal & Bid**

Proposals must be in report format and include the CV's of project team members. Bids must be presented in the format of the Bid Form at the end of this document.

##### **1.4 Procurement Timetable**

The tendering process will close Friday, August 25, 2017 at 4:00pm. Proposal with bid can be received by mail, email, fax or handed in person at reception.

The evaluation of the proposal(s) and bid(s) will take place between Monday, August 28<sup>th</sup> and Wednesday, August 31<sup>st</sup> 2017, and the final selection will be completed the same day as evaluation.



The winning contractor will be contacted by Friday, September 1, 2017 and thereafter the contract will be made.

## **2 SCOPE OF WORK**

### **2.1 Scope**

*Project coordination, literature review, field work and a final geotechnical report.*

The proposal for this contract shall identify how the contractor intends to carry-out the following:

- literature review,
- data base review and analysis,
- air photo analysis,
- field reconnaissance,
- test-pit investigation program (as required),
- maps,
- options/concepts for optimal design (based on maximum number of rural residential sized lots, roads, greenspace)
  - identify areas most likely suitable for residential and commercial/industrial land development
  - identify areas most likely not suitable for said development
  - designs to be used for communications with stakeholders.

The maximum amount for this contract is \$10, 000. Proposals will be assessed primarily on content quality and partially on bid amount.

## **3 KEY REQUIREMENTS**

- Previous work in and knowledge of the Klondike Valley.
- Resume of completed projects and geotechnical experience.
- Ability to complete the field work and provide the final report in the 2017 field season.

*Note:* Previous work experience with Yukon Self-Governing First Nations is an asset.

## **4 GENERAL REQUIREMENTS**

- The contractor will be expected to communicate with Tr'ondëk Hwëch'in on a regular basis throughout the contract.
- The contractor should be open to having Tr'ondëk Hwëch'in field staff participate in the field work portion of the project.

## **5 CONTRACTOR INFORMATION REQUIRED**

### **5.1 General Information**

- Contact details, including registered company address
- Business Licence
- WCB Number



- Liability Insurance

## **5.2 Proof of Contractor's sound Financial and Company Standing**

- Audited financial statements may be requested

## **5.3 Evidence of Capacity to Deliver Contract Requirements**

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

## **5.4 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.

## **6 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 (eg. Traveling speed limit while carrying out this contract). 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.

## **8 INSTRUCTIONS TO CONTRACTORS**

For further information and instruction, please contact Kay Linley, Land and Resources Manager at [kay.linley@trondek.ca](mailto:kay.linley@trondek.ca), (867) 993-7100 ext. 160, or Peter Marangu, Director of Housing and Infrastructure at [peter.marangu@trondek.ca](mailto:peter.marangu@trondek.ca), (867) 993-7100 ext. 162. Fax # (867) 993-6553.

## **APPENDICES**

TH Tender Package:

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



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## 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 for the requirements as described in the Contract specifications, Section 3

**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 5 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



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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 business ..... Claim 15 pts

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

Partially TH owned business ..... Claim 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 \_\_\_\_\_

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 tender.



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Signature

Signature

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Signature

Signature

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Signature

Signature



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## BID FORM

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*Bidders NAME*

**This document must be submitted in the tender envelope.**

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

I/We have carefully examined the specifications 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:

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(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 tender document and the Tr'ondëk Hwëch'in Contract form, terms and conditions of this tender document prevail.

### Addenda

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

# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

**Tender Closing Date:**

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***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.***

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



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In consideration of being permitted to tender, 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 Tender 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:

\_\_\_\_\_



SIGNATURE(S): \_\_\_\_\_, TITLE:  
\_\_\_\_\_

**FOR THE OFFICE ONLY:**

**THE Evaluation and Awarding Criteria**

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_

**A. Methodology (max 25 points)**

- Demonstration of the proponent's understanding of how geotechnical analysis and information can inform conceptual land use planning and promote optimal land use design
- Detailed description of the proponent's overall concept and methodology (see section 2.1, page 2) for developing the report, maps and test pit proposal in a manner that will maximize value for the project.
- Inclusion of a work plan and timetable showing how and when specific tasks will be undertaken and the team members responsible
- Assessment of project execution risks and assurances that the timetable and overall contract will be completed by the identified completion date

**B. Qualifications and Experience (max 50 points)**

- The proponent must demonstrate the capability, resources, experience, creativity and commitment to achieve the objectives of this work. Proponents should have significant experience in geotechnical analysis and field assessments and have experience developing land. Experience working with Yukon First Nations is an asset.
- 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.

- Team member CV's including professional qualifications.

**C. Price (max 10 points)**

- Provide details of all cost categories and corresponding costs, including hourly rates for all professional services.
- All disbursements and travel are the responsibility of the contractor and should be included in the contract price.
- A price ceiling of \$10,000 including all associated costs is in place. Bids exceeding this amount will not be considered.

Criteria	Reference	Maximum Points	Total
1. Preference Points	Page 8-9	5, 10, or 15	
3. Project Specific Criteria:			
• Methodology	Page 12	25	
• Qualifications & Experience	Page 12-13	50	
• Price	Page 13	10	
<b>Total</b>			

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