



Tr'ondëk Hwëch'in
Firewood Preparation (approx. 139 bush cords)
R-22 TH Settlement Land
Dawson City area
Invitation to Tender

1 INTRODUCTION

Tr'ondëk Hwëch'in (TH) Natural Resource Department has approximately 139 bush cords of timber, mostly birch, that it requires to be cut (bucked) to stove length, split and stacked. The timber is located approximately 53 km away from Dawson City, Yukon, at Settlement Land Parcel R-22 (Land of Plenty Camp). The timber was harvested in 2015 and was transported to R-22 in the Spring of 2017.

1.1 Project Goals and Objectives

The key goals of this project are to buck, split, stack, and cover approximately 139 bush cords of wood at TH Settlement Land R-22 (Land of Plenty Camp), which is 53km outside of Dawson City, Yukon.

1.2 Purpose of this Invitation to Tender

The intention of this Invitation to Tender is to receive a bid from a local contractor for the timely execution of the above project goals and objectives. The price estimate should include a per cord cost. TH Citizen employment is also a purpose of this contract.

1.3 Form of Tenders

Bids must be in the format of the Bid Form at the end of this document. Bids can be received by mail, email, fax or handed in person at reception.

1.4 Procurement Timetable

The tendering process will close Friday, September 15, 2017 at 4:00pm. Bid can be received by mail, email, fax or handed in person at reception.



The evaluation of the bid will take place between Monday, September 18th and Wednesday, September 20th 2017, and the final selection will be completed the same day as evaluation.

The winning contractor will be contacted by Friday, September 22, 2017 and thereafter the contract will be made.

3 SCOPE OF WORK AND MATERIALS TO BE USED

3.1

Using mechanical and hand methods, contractor will buck up approximately 139 bush cords of timber on the R-22 (Land of Plenty) site, which is approximately 53 km outside of Dawson City. Timber is to be cut (bucked) into stove length (16 inches), split if greater than 10 inches in diameter, and then stacked at a location identified, which will be in relatively close proximity to the timber location. Firewood is to also be stacked off the ground to allow for air flow and covered to protect from rain and snow. The work should be completed by October 31, 2017. All attempts should be made to have the wood cut before the snow flies.

3.2

If work scope changes, the Tr'ondëk Hwëch'in Natural Resource Department will inform the contractor in writing about the work change and any anticipated cost changes and the contractor will have 5 business days to respond to the request in writing and state whether or not the change in scope is feasible and respond to proposed cost-changes. If the contractor cannot fulfil the change in work scope they will provide this to Tr'ondëk Hwëch'in Natural Resource Department in writing and the contract will cease.

3.3

- All necessary chainsaws and/or other mechanical equipment, which can include self-propelled power driven equipment
- All manpower necessary to process the wood
- All appropriate safety equipment (high-vis, eye protection, hearing protection, chaps, hard-hat, First Aid certification and equipment, spill kit)
- All necessary fuel and lubricants for the operation, and stored in a way to the satisfaction of TH.

4 KEY REQUIREMENTS

- Timber must be cut to stove length at any times between 7 a.m. to 9 pm during the course of the contract.
- Stove length is 16".



- All logs greater than 10” shall be split. One split is sufficient for logs 10 to 12”. All logs greater than 12” must be quartered.
- Skidding or dragging of logs, whether cut or uncut, is not an acceptable method of transfer between the storage, cutting, and/or stacking area. Method of transfer must be by hand or by wheeled equipment, proposed to and approved by Tr’ondëk Hwëch’in Natural Resource Department.
- The contractor shall pile all sawdust, debris and brush on site in a clean and organized manner as permitted by the Tr’ondëk Hwëch’in Natural Resource Department.
- Wood must be stored and stacked off the ground (ie: pallets under piles) and covered. Method of stacking and cover must be approved by Tr’ondëk Hwëch’in Natural Resource Department.
- The contractor shall follow TH’s preferential hire policy to give TH applicants preference during all hiring processes.

5 GENERAL REQUIREMENTS

Firewood preparation must meet key requirements outlined above. Clear written communication with Natural Resources staff is required for any variation to the above, to ensure work is being completed in a timely and effective manner and that any issues are corrected immediately.

6 DETAILED FUNCTIONAL REQUIREMENTS

Fixed maximum cost to fulfil this contract.

7 TECHNICAL REQUIREMENTS

- High level of experience operating required equipment, including truck, truck and trailer, picker, and chainsaw
- Adequate safety training, Wilderness First Aid preferred

8 CONTRACTOR INFORMATION REQUIRED

8.1 General Information

- Contact details
- Business licence
- WCB#

8.2 Proof of Contractor's sound Financial and Company Standing

- Proof of ownership/rental agreement for equipment to be used

8.3 Evidence of Capacity to Deliver Contract Requirements

- Experience with hauling and cutting timber



- Previously completed contracts of similar nature
- References from previous related work experience
- Qualifications of contractor and staff to fulfil contract obligations - proof of adequate training to operate equipment (ie: chainsaw safety, driver's licence)

8.4 Other

- List of sub-contractors or partnerships involved
- Provide contingency plan if deliverables cannot be made
- Upon awarding of the contract TH and the contractor will negotiate a payment schedule.

9 IMPLEMENTATION REQUIREMENTS

Contractor must abide by all other Laws of General Application, ie: traveling speed limit and securing load, while carrying out this contract. If the contractor does not abide by these, the contract can be terminated by Tr'ondëk Hwëch'in Natural Resource Department.

10 INSTRUCTIONS TO CONTRACTORS

For further information and instruction, please contact Darren Taylor, Director of Natural Resources at Darren.Taylor@trondek.ca, (867) 993-7100 ext 145 or Kay Linley, Land and Resources Manager (867) 993-7100 ext 160.

APPENDICES

TH Tender Package

- General Conditions – Legal qualifiers and Standards
- Supplementary General Conditions – A form for stipulations and contract specific qualifiers – Insurance, WCB compliance, Travel & disbursements



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.

TECHINICAL 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.



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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.



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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

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.



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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.

CONTRACT SPECIFICATIONS

1. Description

Describe in detail your projects and expectations.

2. Performance Standards

Describe what standards you want the work to follow and list the hold back for the contract

3. Relevant Date

Put in tender period and expectations, evaluation date and contract time schedule.



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.

Signature

Signature

Signature

Signature

Signature

Signature



BID FORM

Bidders NAME

This document must be submitted in the tender envelope.

I/We herby 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:

(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:

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.

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.



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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 TH OFFICE ONLY:

TH Evaluation and Awarding Criteria

Project: _____

Contractor: _____

Bidders total points can be a combination of 1 and 2 or 1, 2 and 3 based on tender criteria.

		Possible Points	Awarded Points
1. Lowest Bid	See reference sheet #1 page 13 of this package	60	
2. Preference Points	See reference sheet #2 page 13 of this package	5, 10, or 15	
3. Project Specific Criteria: Total of 25 depending on criteria	See reference sheet #3 page 13 of this package	Highest points for each specific criteria is 5 points	
• 2 References		5	
• Years of experience pertaining to job		5	
• Previous work history for Tr'ondëk Hwëch'in		5	
• List of your equipment pertaining to job		5	
• Credentials		5	
Totals			



For reference use only

1. PRICE:

The amount of points awarded for Price is correspondingly less for each higher bid price. Points drop by 5 from the lowest at 60 to the highest bid.

Lowest price = highest score	Claim 60 points
Next lowest	Claim 55 points
Next lowest	Claim 50 points
etc....	

2. PREFERENCE POINTS STRUCTURE

The TH PPS awards points to TH Citizens/Businesses as part of a procurement directive that supports the economic development of Tr'ondëk Hwëch'in. Points awarded as follows:

<u>Only one Preference type can be claimed</u> (TH, or Dawson, or YT business)	
<u>Types of Firms</u>	
Wholly TH owned business (Partnerships 51%+ TH ownership, Sole Proprietor, etc)	Claim 15 points
Partially TH owned business Partnership (50/50% TH, non TH ownership)	Claim 10 points
Non TH business within Dawson City	Claim 5 points
Corporations claim 3 pts. per TH equity holder to a total of	Claim 15points

3. TH EVALUATION AND AWARDING CRITERIA Claim up to 25 points

Total of 25 points assigned in accordance of importance to project. These should be points that are listed in the tender criteria. They can include but are not limited to qualifications, work experience, references, etc...