



# Tr'ondëk Hwëch'in Invitation to Tender

Tr'ondëk Hwëch'in Dänoja Zho (Cultural Center)

Lawn & Garden Maintenance

#1131-Front Street

## 1 INTRODUCTION

Tr'ondëk Hwëch'in is a self-governing First Nation dedicated to supplying the best programming and facilities to TH people. This Invitation to Tender (I.T.T.) is for the Tr'ondëk Hwëch'in Dänoja Zho at #1131 Front Street. The work is to be done in Dawson City.

### 1.1 Project Goals and Objectives

This tender represents the maintenance for the Lawn and Garden at the Tr'ondëk Hwëch'in Cultural Center.

### 1.2 Purpose of this Invitation to Tender

This I.T.T. is to find a contractor to perform the above-mentioned work. Tenders submitted will be subject to TH preferential contracting policy. This document is part of a group of tender documents called Tr'ondëk Hwëch'in Dänoja Zho (Cultural Center) Lawn & Garden Maintenance.

### 1.3 Form of Tenders

Read the whole tender, then answer the points on this I.T.T. on a separate sheet of paper, addressing each numbered heading (if appropriate) on your sheet and attaching any requested documentation with the appropriate form. The accompanying documents must be filled out where required. The tender package includes the following:

**This Invitation to Tender**

**TH General Conditions**

**Contract Specifications**

**The Bid Form**

**TH Evaluation and Awarding Criteria**

Tender package must be delivered at the specific date and time to the Housing Property Manager Dalores Roberts at the Tr'ondëk Hwëch'in Housing Office #1242-Front Street.



#### 1.4 Procurement Timetable

The tender process starts **May 3, 2017, at 12:00 pm** and will end **May 17, 2017, at 3:00 pm**; the selection process will be done **by May 17, 2017**. The Contract for this work is forecasted from **May 22, 2017 to September 22, 2017**. Change order may be granted based on material delivery from suppliers. Any questions about this competition should be addressed to the Danoja Zho Manager Glenda Bolt, or her delegate.

**A site visit is mandatory. Contact the Dänoja Zho Manager Glenda Bolt, to set up a walkthrough and answer any questions regarding the contract, phone number (867) 993-6768.**

## 2 SCOPE OF WORK AND MATERIAL USED

### 2.1 Scope (See Attachments – Schedule A)

- Maintain open and full communication with Dänoja Zho Manager
- Maintain safety practices to protect facility, windows, guests and staff
- Provide spring and fall clean up of garden area- front & back
- Provide soil amendment and fertilizer as required
- Removal of weeds in an on-going and timely manner
- Water as required
- Provide input to Dänoja Zho Manager regarding replacement of plants and shrubs
- Ensure garden & lawn is in top form for special events days June 21, Music Festival and Discovery Days.
- Assess and report natural or man made damage to lawns front & sides of Center
- Provide full spring and fall clean up for lawn
- Provide fertilizer if / as required
- Lawn mowing
- Edge trimming
- Water as required
- Removal of lawn and garden debris from premises
- Provide input to Dänoja Zho Manager regarding re-seeding or other lawn maintenance issues

#### **Provision for changing Work Scope:**

If required, a Change of Work Scope can be arranged between Contractor and the Housing Property Manager Dalores Roberts. A meeting should be organized to ensure clarity on any change. Both parties must sign off on any changes.

### 2.2 Types and grades of materials to be used.

- The contractor will supply all labour & materials.
- All mechanical items must be what are specified in Schedule A. No substitutions will be allowed.
- All materials, used for this project should be commensurate with the existing materials used on the grounds.

## 3 GENERAL REQUIRMENTS

TH is looking to hire a professional contractor who will work with the Dänoja Zho Manager; communication has to be open and often. Change orders must be organized and signed off quickly.



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The garden and lawns must be left tidy after every amendment. No debris or clippings to be left on site, parking lot or road way. Proper safety postings if needed and equipment stowed safely.

### 1. Evidence of Capacity to Deliver Contract Requirements

- Reference letters from two similar contracts stating completion and satisfaction
- Credentials if not already on file.

## 4 DETAILED FUNCTIONAL REQUIREMENTS

TH needs a fixed-price monthly bid on this work, **do not include GST in your bid.**

## 5 CONTRACTOR INFORMATION REQUIRED

### 5.1 General Information

#### Contact Information

- Mailing Address
- Phone (cell)
- Email

### 5.2 When contract is awarded the contractor must provide proof of:

- Current business license
- Insurance (coverage of \$2 million or more)
- Letter of good standing from Worker Compensation Board Yukon
- Failure to meet the above requirements within five (5) business days will result in loss of contract. The contract will then be awarded to another Bidder.
- Credentials if not already on file

### 5.3 Other

By submitting this Invitation to Tender, the contractor assures they have all credentials and skills to take and follow the work to completion, and understand all permitting and licensing requisites and adhere to contemporary standards and practices.

- Years of experience pertaining to job
- Previous work history with Tr'ondek Hwëch'in
- List of equipment pertaining to job
- 2 reference letters pertaining to job

If subcontractors are to be used, please list the companies subcontracting.

The contract to be drafted will contain a Payment Schedule that will break down payments to be made as portions of the project are completed.

## 6 IMPLEMENTATION REQUIREMENTS

The contractor, once specifications and scope are agreed upon, is responsible for all details of the contract to completion.



7 INSTRUCTIONS TO CONTRACTORS

This is the tender package; on a separate sheet of paper go through the numbered points on this document and supply the information needed. If documents are requested, attach them to this I.T.T. Fill out the accompanying forms the same way. Bids must be submitted on the **Bid Form** provided and the entire completed submission sealed in an envelope. Label the envelope “**Bid – Tr’ondëk Hwëch’in Danoja Zho (Cultural Center) Lawn & Garden Maintenance** and hand deliver to the following address:

**Tr’ondëk Hwëch’in**

Dalores Roberts Housing Property Manager  
Housing Department 1242 Front St.  
2nd floor TH Administration Building Dawson City YT

**A bid in the form of an email, facsimile, or telex will not be considered**

In order to be considered, bids must be received at the location specified above before the specified time. Bids received after this time will not be considered regardless of the reason for their being late and will be returned to the Bidder unopened. The Bidder who wishes to verify that the bid has been received prior to bid closing time may do so by calling (867) 993 -7100 ext. 119.

The Bidder who wishes to withdraw the bid from consideration may do so by submitting a written withdrawal letter to the same address to which the bid was submitted prior to bid closing time and the bid will be returned to the Bidder unopened.

The Owner need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid.

All questions in reference to this Project or arrangements to examine the premises must be directed to the Dänoja Zho Manager or her delegate.

Failure to comply with any item of this tender shall be deemed sufficient cause for rejection of all or part of any tender.

The Owner need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid. Bids exceeding approved budgets by more than 15% may not be considered.

In consideration of being permitted to tender, I/We agree that this tender is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after opening of the tenders, whether any other tender has been accepted or not.



## GENERAL CONDITIONS

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

**Building Contractor's 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.

**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



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**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 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 may supply monthly invoices. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 after receipt thereof.



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**INTEREST ON OVERDUE ACCOUNTS** - If the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.

**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 and other 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.



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## CONTRACT SPECIFICATIONS

### 1. Description

#### Proposed work for the Tr'ondëk Hwëch'in Danoja Zho (Cultural Center) Lawn & Garden Maintenance

See below for specifications/duties:

##### GARDEN:

- Maintain open and full communication with Dänojà Zho Manager
- Assess and report damage to gardens
- Provide spring and fall clean up
- Provide soil amendment and fertilizer as required
- Removal of weeds in an on-going and timely manner
- Water as required
- Provide input to Dänojà Zho Manager regarding replacement of plants and shrubs
- Ensure garden is in top form for special events days June 21, Music Festival and Discovery Days
- Removal of garden debris from premises

##### LAWN:

- Maintain open and full communication with Dänojà Zho Manager
- Assess and report natural or man made damage to lawns
- Provide full spring and fall clean up
- Provide fertilizer if / as required
- Lawn mowing
- Edge trimming
- Water as required
- Provide input to Dänojà Zho Manager regarding re-seeding or other lawn maintenance issues
- Ensure lawn is prepared and ready for events hosted in the yard June 21, Music Festival and Discovery Days
- Removal of lawn debris from premises

### 2. Performance Standards

It is expected that all work will be done to code and following industry standards for building in the Yukon. A 10% holdback on the final payment will apply until the YTG building inspector gives Final Approval. (If applicable).





## POINTS STRUCTURE

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

### Types of Firms

Wholly TH citizen owned business.....Claim 15 pts

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

Partially TH citizen 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



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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.

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	60	
2. Preference Points	See reference sheet #2	5, 10, or 15	
3. Project Specific Criteria: Total of 25 depending on criteria	See reference sheet #3	Highest points for each specific criteria is 5 points	
• Your 2 Reference Letters		5	
• Your years of experience pertaining to job		5	
• Your previous work experience with 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.

<i>Lowest price = highest score</i>	<i>60 points</i>
<i>Next lowest</i>	<i>55 points</i>
<i>Next lowest</i>	<i>50 points etc....</i>

**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)	
<b><u>Types of Firms</u></b>	
<b>Wholly TH owned business</b> (Partnerships 51%+ TH ownership, Sole Proprietor, etc)	<b>Claim 15 pts</b>
<b>Partially TH owned business</b> Partnership (50/50% TH, non TH ownership)	<b>Claim 10 pts</b>
<b>Non TH business within Dawson City</b>	<b>Claim 5 pts</b>
<b>Corporations claim 3 pts per TH equity holder to a total of</b>	<b>Claim 15pts</b>

**3. TH EVALUATION AND AWARDING CRITERIA:**

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....