



Tr'ondek Hwech'in

Invitation to Tender

Event Tent Set-up/Tear-down

1 INTRODUCTION

Assets lies within the Housing and Infrastructure department, Assets is responsible for the procurement and maintenance of all vehicles, trailers and, equipment. This Invitation to Tender (I.T.T) is for set up, tear down and maintenance of all event tents for the 2017 season. Event tents will be set up in a variety of locations throughout Dawson City and as far as 40 Mile, from May 2017 to September 2017.

1.1 Project Goals and Objectives

The goal is to safely set up and tear down event tents for the duration of the 2017 summer season (May to September).

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.

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 attach any requested documentation with the appropriate form.

Tr'ondek Hwech'in need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid.

1.3 Form of Tenders

Completed Invitation to Tenders should be submitted in person in a sealed envelope to Christine Fuller, Assets and Operations Supervisor no later than 4pm May 12th.

1.4 Procurement Timetable

Tendering process will close: May 12th at 4:00pm

Evaluation will take place: May 15th, 2017

Shortlisted Contractors will be contacted: May 16th, 2017

Selection Date: May 17th, 2017

2 SCOPE OF WORK

2.1 Scope

-Contractor will regularly connect with the Assets and Operations Supervisor in order to be aware of all bookings for tents (previous reservations and new);



- Contractors will come to the Assets Yard, Commercial lots C 11 and C12 (between C4 and the Klondike River Bridge) to retrieve tents. (Adequate transportation will be necessary to get to location sights and haul tents);
- Contractors will then take tents and travel to locations of set-up and proceed to safely and professionally secure tents;
- When the event is over contractors will travel back to the tent sight, inspect tents for any possible damage and take tents down. Once tents are packed away, clean and dry, contractors will return them to the Assets yard.

3 KEY REQUIREMENTS

- Ability to work a flexible schedule including weekends and possibly evenings;
- Ability to adhere to a time sensitive schedule;
- Workers Compensation Board (WCB) Coverage;
- Liability Insurance (minimum two million coverage);
- Dawson City Business License;
- Willingness to undergo proper training to set up and take down tents;
- Reliable vehicle to travel to and from sight locations and haul tents (truck is ideal);
- Reliable method of regular contact ie cellphone.

4 GENERAL REQUIREMENTS

- Ability to communicate and follow precise directions and seek clarification when necessary;
- Ability to address any issues (ie damages, missing parts etc.) as they arise in a timely and professional manner;
- Eye for detail, ability to maintain and store tents properly.

5 DETAILED FUNCTIONAL REQUIREMENTS

In order to be a successful candidate, Contractors must provide Tr'ondëk Hwëch'in with copies of the following:

- Valid Dawson City Business License
- Valid Insurance (min. two million)
- WCB coverage
- GST number if applicable.

Pricing: Fixed Cost (including fuel, mileage, cell phone usage, and any other foreseen expenditures) per tent, cost to include all labour, pick-up transportation, set-up tear-down.

Cost per 20x20 Tent

Cost per 40x40 Tent

6 TECHNICAL REQUIREMENTS

- Cellular Telephone



7 CONTRACTOR INFORMATION REQUIRED

7.1 General Information

Contact Information:

- Name of Applicant
- Business name if applicable
- Mailing address
- Phone number
- Email

7.2 When contract is awarded the contractor must provide proof of:

- Current business license
- Insurance coverage (two million or more)
- WCB coverage

Failure to meet the above requirements within five (5) business days will result in the loss of the contract and the contract will be awarded to another bidder.

7.4 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.

The contract to be drafted will contain a payment schedule.

8 IMPLEMENTATION REQUIREMENTS

The contractor is responsible for all details of the contract to completion.

9 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 form 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 Re: Event Tent Set-up/Tear Down' and hand deliver to the following address:

Tr'ondëk Hwëch'in
Christine Fuller, Assets and Operations
Housing and Infrastructure
Assets Yard



Klondike Highway, Dawson City, YT

Bids in the form of email and fax 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 will not be considered regardless of reasoning and will be returned to the Bidder unopened.

Tr'ondëk Hwëch'in need not accept the lowest or any bid and reserves the right to reject or accept any bid.

All questions in reference to this project and/or arrangements to examine the equipment must be directed to the Assets and Operations Supervisor or their delegate.

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

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 other tenders have been accepted or not.

APPENDICES

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.

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 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.

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 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 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 CityClaim 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



Invitation to Tender

Signature

Signature



BID FORM

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:

(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.



Invitation to Tender

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:



Invitation to Tender

SIGNATURE(S): _____ , TITLE:

SIGNATURE(S): _____ , TITLE:

FOR TH OFFICE ONLY:

TH Evaluation and Awarding Criteria

Project: _____

Contractor: _____

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			

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

Points

Possible Points Awarded



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 (TH, or Dawson, or YT business)</u>	
<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 15points	Claim

3. TH EVALUATION AND AWARDDING 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...