

INSTRUCTIONS FOR USING THIS RFP TEMPLATE

Instructions to the author of this RFP document are written in Italics. Areas in italics with brackets (xxx) indicate a value to be entered, and the brackets removed.

*Decide which **optional** paragraphs (in italics) are needed, and delete those not needed. Change paragraph numbering and page numbers throughout the document, including the Table of Contents, as necessary to accommodate material that has been added or deleted. In the final version of this RFP document, all text in Italics should be either changed to regular font, if the author of this RFP document chooses to utilize the text, or deleted.*

Please delete this page from the final document.

REQUEST FOR PROPOSALS
(Value Driven)

NAME OF PROPOSAL

Description - provide a clear but concise description of the service that is being tendered.

Department Name
Date prepared

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NAME OF PROPOSAL

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SECTION 1: INSTRUCTIONS TO PROPONENTS

(This section sets out proposal preparation and submission procedures.)

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposal (RFP), as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted including the Proposal Form(s) provided with this document, enclosed and sealed in the green tender envelope provided and:

Mailed to:	OR	Hand Delivered to:
Yukon Government Contract Services Box 2703 Whitehorse, Yukon Y1A 2C6		Contract Services Office Second Floor 4141-4th Avenue Whitehorse, Yukon Phone: (867) 667-5385

2. The proponent shall identify, on the green tender envelope or package containing the proposal, their business name and address, **(the same as is on Proposal Form A and Proposal Form B)**, the name of the Proposal enclosed, and the date and time of Proposal Closing.
3. Proposals must be received at the location specified above, before the specified closing time. Proposals received after this time will not be considered regardless of the reason for their being late and will be returned to the proponent unopened.
4. If a proponent wishes to verify that a proposal has been received prior to proposal closing time, telephone the Contract Services Office (867) 667-5385. The proponent must identify the business name before this information will be released. No other information concerning the proposals will be released under any circumstances prior to proposal opening.
5. Questions regarding the submission of proposals may be directed to the Contract Services Office at (867) 667-5385 prior to the closing time of

4:00 p.m., Local Time

Date of Proposal closing (Tues/Wed/Thurs)

6. In accordance with the “Two-Envelope Submission Process” described in the Supplementary Instructions to Proponents, as soon as possible following the proposal closing time, the large green tender envelope containing the proposal will be opened in the Contract Services Office at the address specified in Clause 1, above.
7. Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted prior to the Proposal Closing time. The proposal will be returned to the proponent unopened.
8. If discrepancies or omissions are found in the specifications or other documents in this package, or if any clarification is required, contact the Project Manager (identified in Section 2, Supplementary Instructions). The Project Manager will respond in writing or by issuing addenda to all proponents. If addenda are issued or if there are any changes to the work, all reasonable efforts will be made to inform all bidders in writing prior to the close of the

proposal period. All addenda become part of the Contract Documents and receipt of addenda should be acknowledged by the bidder on the Bid Form. Failure to provide such acknowledgement will, however, not alter that all addenda will be incorporated into the terms of the Contract. It is the sole responsibility of the proponent to ensure all addenda issued during the proposal call period were received by the proponent.

9. Proposals submitted by individuals shall be signed by those individuals. Proposals submitted by partnerships shall be signed by at least one partner. Proposals submitted by corporations shall be signed by properly authorized signing officers and sealed if the corporation has a seal.
10. Erasures and/or corrections shall be initialled by the person(s) authorized to sign the proposal.
11. No proposal faxed or e-mailed to the Contract Services office will be considered; **sealed proposals are required**. However, where a formal proposal has been received before the specified date and time of proposal closing, amendments to the **proposal** by facsimile (867) 393-6245 are acceptable, provided that such amendments are received at the locations specified in 1.1 prior to the specified proposal closing time. **In order to maintain the confidentiality of the proposal, an amendment in the form of a fax must specify only the change to the proposal price, not the total revised proposal price.**
12. The property and/or services contracted for are for the use of, and are being purchased by the Yukon Government with public funds and are not subject to the Goods and Services Tax under authority number R107442840.

It is the responsibility of the proponent to apply directly to Canada Revenue Agency for Input Tax Credits on any Goods and Services Tax paid.

13. The Owner need not accept the lowest priced, the highest ranked or any proposal, and reserves the right to reject or accept any or all proposals.
14. The proposal shall be unconditional, irrevocable and open to acceptance by the Yukon Government at any time within thirty (30) days after the date on which tenders close.
15. This Request for Proposals does not commit the Yukon Government to award a contract.
16. Failure to comply with any instruction contained in this Request for Proposals may be deemed sufficient cause for the rejection of all or part of any Proposal. Any items omitted or any special conditions or qualifications added to the proposal may cause the proposal to be rejected, or affect the evaluation of the proposal. Any Proposal submitted on forms other than those provided may be rejected. No escalation clauses will be accepted.
17. Submission of a proposal shall be deemed to be confirmation that the proponent acknowledges and agrees to the General Conditions of the contract, set out in Section 5.
18. Proponents are solely responsible for their own expenses of preparing and delivering their proposals.
19. Proponents are reminded that most courier services to Whitehorse offer a minimum service time of two full business days or more. Delivery of proposals prior to the proposal closing time is the sole responsibility of the Proponent.

20. If, in the opinion of the Yukon Government, any Proposal contains a minor defect, or fails in some way to comply with any requirement of this Request for Proposals that, in the opinion of the Yukon Government can be remedied without providing an unfair advantage with respect to the other Proponents, the Yukon Government may request clarification from the Proponent, and the Yukon Government, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity, and accept the Proposal. Any failure by the Proponent to provide a written response that, in the opinion of the Yukon Government, properly clarifies its Proposal within the specified time of receiving a request for clarification from the Yukon Government, may result in rejection of the Proposal.
21. Once proposals are opened, they become the property of the Yukon Government, and will not be returned. Subject to the Access to Information and Protection of Privacy Act (ATIPP), information, other than price, contained in proposals submitted will be held in confidence. However, please note that all documents submitted to the Yukon Government are subject to ATIPP. While ATIPP permits members of the public to access records in the Yukon Government's custody or control, it also prohibits some, but not necessarily all, disclosures by the Yukon Government, in particular of personal information or confidential business information. Disclosure is prohibited if it would be significantly harmful to business interests or would be an unreasonable invasion of personal privacy, as defined in sections 24 and 25 of ATIPP. Accordingly, proponents are encouraged to:
 - a) **identify those portions of their submissions which they are supplying in confidence and for which disclosure to others would be significantly harmful to their business, or would be an unreasonable invasion of their personal privacy, as defined in sections 24 and 25 of ATIPP and;**
 - b) **be prepared to justify that determination if challenged to do so by someone who applies for access to the information.**
22. Subject to the Access to Information and Protection of Privacy Act, Proponents are entitled to receive information about their own proposals, and how they were evaluated.
23. After final evaluation, the Owner may negotiate with the highest ranked Proponent. Negotiations, if any, shall be within the scope of the Request for Proposals, and limited to those items which would not have an effect on the ranking of proposals.

SECTION 2: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

1. Direct all questions in reference to the work on this contract to the Project Manager at:

Project Manager's NAME & TITLE
Department Name
Office Location
Phone Number

Information obtained from any other source is not official and may be inaccurate.

2. This will be a value-driven contract. Proposals will be evaluated on the basis of evaluation criteria included in this Request for Proposals (See Section 4 - Evaluation Criteria)
3. Proposals must be submitted using the two envelope procedure.
 - Proposal Form "A" shall be submitted as a cover page of the Proposal. It must be completed in full and include the signature of a person authorized to bind the Proponent(s) to the contents of the Proposal and to the clauses included on Proposal Form "A". Entire Proposals are to be enclosed in the large, green tender envelope provided, or packaged appropriately because of bulk and labelled with the information requested in Section 1: Instructions to Proponents, paragraph 2.
 - Proposal Form "B" (price information) shall be submitted in a separate envelope, or the white, "price" envelope supplied, separate from the rest of the Proposal. It also must be completed in full and include the signature of an authorized person. This white, price envelope is then enclosed in the proposal package, or large, green tender envelope.
 - Both envelopes must be clearly labelled, including the name of the Proposal, Proposal closing date and the proponent's company name and address; the same name as is on Proposal Forms "A" and "B".
 - Proposals shall contain no pricing information, other than in Proposal Form "B".
 - After the closing date, the green, tender envelopes will be opened and separated with the proposal being forwarded to the Project Manager for the evaluation. The white, price envelopes will be retained in safe keeping until the technical evaluation is complete.
 - When the technical evaluation is complete, those proposals which meet or exceed the minimum acceptable score identified, will have the white, price envelope opened. Price will then be scored according to the evaluation criteria.
 - Price envelopes, for proponents who do not meet the minimum acceptable score, will be returned unopened.
- * **NOTE: Proponents, please be sure ALL of your price information is in the white, PRICE envelope.**

Other clauses which may be included in this section:

4. *Identify if tender security or contract security is a requirement and the amount.*

5. *If the contract is such that a number of questions are likely to be raised, an RFP briefing (information meeting) may be desirable. Information about such a meeting should be included in this section.*
6. *Indicate how many copies of the proposal a proponent is required to submit and in what format.*
7. *To avoid last minute addenda, or prevent the need for extending the closing date due to last minute questions, a date after which no more questions from proponents will be answered may be included in this section (eg. 48 hours prior to proposal closing). [In any event, no addenda should be issued within 48 hours of proposal closing, except to extend the closing date and time.]*
8. *Where submitting consortium or joint venture proposals, the leading entity, which will assume responsibility and liability for the acts, omissions and performance of all members of the consortium or joint venture, must be designated. The leading entity must also have the authority to sign on behalf of, and bind the consortium or joint venture with respect to all statements, undertakings and agreements made on behalf of the consortium or joint venture. The full legal name of each member of the consortium or joint venture must be stated. If submitting a proposal as a consortium or joint venture, submit a copy of the consortium or joint venture agreement, which identifies the principals involved, and their rights and responsibilities regarding performance and payment.*

SECTION 3: CONTRACT SPECIFICATIONS

1. Description

Provide a full description of goods or services to be delivered (including estimated quantities where applicable).

Include:

- *The objective of carrying out the contract.*
- *Any background information that is relevant to the contract.*
- *The major tasks that must be carried out to reach the objectives.*
- *The deliverables that are expected, with times required and quality acceptance criteria.*
- *Specific information on all relevant conditions that would affect the price of the goods and services. This may include the description of any work being completed by another contractor or by government staff that may affect the delivery of the contract.*
- *An outline of the responsibilities of the contractor and of the government (owner, contracting authority).*

2. Relevant Dates

The starting date, completion date or any other timing considerations which are to be terms of the contract, including important target dates throughout the contract.

3. Performance Standards

Performance standards should be provided to inform proponents how performance under the contract will be evaluated. This section should clearly define acceptable standards of performance.

SECTION 4: PROPOSAL EVALUATION CRITERIA

1. Method of Evaluation

All proposals received will be evaluated as noted below.

(Include a section that clearly identifies:

- The method that will be used to evaluate proposals;*
- all **minimum standards (mandatory requirements)** that must be met (i.e. an on/off switch, if met, the proposal will be reviewed, if not the proposal will be rejected; could be things to be included such as specific certification or credentials); and*
- information the proponent must provide that will be used to evaluate the proposal.)*

Proposals can only be evaluated on the basis of criteria listed in the Request for Proposal documents and only on information contained in the proposals submitted prior to proposal closing. The Owner may request clarification from a Proponent with respect to the contents of its proposal. Such clarification may not result in a material or substantive change to the proposal.

As the contract is to be 'value driven', this section must include:

- a complete description of the evaluation (or ranking) criteria that will be used. These criteria must be stated so that they clearly identify the type of information proponents must provide (criteria must be specific, measurable and relevant to the contract);*
- a description of how proposals will be evaluated; for example:
An Evaluation Committee comprised of three members will evaluate the proposals. Proposals will be evaluated only on the information provided prior to Proposal closing.*
- the weighting assigned to each criterion;*
- the threshold (minimum acceptable score on technical criteria) that must be met before the price envelope is opened; and*
- the method by which price will be included in the evaluation.*

2. Evaluation Criteria

Proposals will be evaluated based on the criteria listed below. Proponents must ensure that the information they provide includes sufficient material to assess the proponent's capabilities in the areas indicated.

Evaluation, or ranking criteria may include (but are not limited to):

- experience of the Proponent with similar contracts (demonstrated by providing proof of the necessary level of experience);*
- qualifications of the Proponent for carrying out the contract (demonstrated by including proof of education required for the successful completion of the contract; identification of skills necessary to complete all aspects of the contract and experience in using these);*
- knowledge of local technical conditions, environmental, cultural or other special requirements (demonstrated by the identification of special conditions that exist);*
- the means proposed by the Proponent to carry out the contract (demonstrated by an awareness of pertinent issues and potential problems related to completion of such a contract);*
- the schedule proposed by the Proponent (demonstrating an appropriate level of activity to complete each part of the work);*
- any other criteria relevant to the particular Proposal call*
- the Yukon content being evaluated.*
- the cost to carry out the Proposal;*

3. **Criteria Weighting**

MUST BE SPECIFIC TO CONTRACT REQUIREMENTS

- Allocate points for each criterion identified;
- ensure the points reflect the importance of that criterion;
- allow sufficient points to reflect appropriate responses and to create an acceptable point spread once proposals have been evaluated (i.e. have total points based on 1,000 as opposed to 100);
- create an evaluation grid (table), such as the one below, to define anticipated responses and to ensure each criterion is measurable.

3. **Criteria Weighting** *EXAMPLE ONLY - MUST BE SPECIFIC TO REQUIREMENTS*

	TECHNICAL EVALUATION	Total Points
1)	<p>Qualifications & Experience: Provide an indication of experience of the project team in carrying out similar contracts. You may include the following information:</p> <ul style="list-style-type: none"> • Provide a minimum of two references from similar contracts, for reference checks.(50 points) • How many contracts of this type has this Project Manager conducted? Provide a brief resume.(50 points) • Provide, for the two most significant contracts managed:(50 points) <ul style="list-style-type: none"> a) Description of the contract. b) Define the duration of each contract? (Please indicate calendar dates and weeks/months of work). c) What was the project manager's role in each contract? • Identify each contract team member selected for this project and define the basis on which the selection was made.(50 points) • The contract will require a number of skills, list them. For each skill please indicate the team member that will be responsible for this competency and answer the following regarding past experience in this area:(100 points) <ul style="list-style-type: none"> a) Has the team member used this skill in the past; b) For 2 contracts, describe how that skill was demonstrated. 	300
2)	<p>Methodology Describe the methods proposed to carry out the contract. Please address all components.</p> <ul style="list-style-type: none"> • List and briefly describe the steps you would take to complete the contract to meet the requirements identified. (100 points) • Provide a proposed action plan on how you will proceed. (150 points) 	250
3)	<p>Scheduling/Work plan Provide a time-table of how and when specific tasks will be undertaken and completed.</p> <ul style="list-style-type: none"> • Show how the contract can be completed by the identified completion date.(50 points) • Describe the tasks to be completed, with each task's start and end dates, number of hours expected to complete the task, deliverables associated with each task and the team member who is going to carry out the task. (50 points) • Define when, for what purpose and for how many hours YTG will 	150

	<i>personnel be involved.(50 points)</i>	
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	TOTAL TECHNICAL AND ORGANIZATIONAL COMPETENCE:	700
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Proposals scoring less than 475 points on the above items will be considered technically unacceptable and the price envelope will be returned to the proponent unopened.

4)	Yukon Content <ul style="list-style-type: none"> • <i>Indicate your present knowledge of “this specific area”(note – this will vary with your requirements) and how this will assist you in completing this contract.(50points)</i> • <i>Will the Project Manager be a Yukon resident? Indicate who it will be. (50 points)</i> • <i>What percentage of time will be spent by Yukon resources working on this contract compared to non-Yukon resources? (100 points)</i> 	200
5)	Price <i>(This section can be kept as indicated below, with only the actual price included or it can be broken into two parts, with the one part requesting a breakdown of the budget – with points given for this)</i> <i>Lowest price proponent = 300 points</i> <u>Lowest price</u> <i>Next Proposal price = Proposal % x 300 points = # of points awarded to other than low price proponent</i>	300
	TOTAL POINTS	1,200

Total the points from sections 1 – 5. The proposal with the greatest number of points is the highest ranked proposal.

4. Proposal Format

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration. All pages should be consecutively numbered.

- a) *Signed and completed Proposal form “A”*
- b) *Title page identifying the RFP*
- c) *Table of contents, including page numbers*
- d) *A short (one or two page) summary of the key features of the proposal*
- e) *The body of the proposal, ie. The “Proponent Response”.*

SECTION 5: GENERAL CONDITIONS OF THE CONTRACT

The following conditions shall be incorporated into the contract between the successful contractor and the government:

For the purpose of interpretation, the Yukon Government is the "Owner" in this contract.

1. **TIME OF ESSENCE** Time is of the essence of this Contract.
2. **COMPLETION** This contract will be for the completion of the requirements as described in the contract specifications, Section 3.
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. The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the contract, are strictly controlled, to the satisfaction of the Owner.
4. **PERFORMANCE** The Contractor's obligations under this Contract are to be performed to the complete satisfaction of the Owner.
5. **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.
6. **GOVERNING LAW** This Contract will be deemed to have been made in and will be interpreted and enforced in accordance with the laws in force in the Yukon.
7. **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 including the Fair Wage Schedule of the Employment Standards Act (Yukon), and will pay for all permits and certificates required in respect of the contract.
8. **BUSINESS LICENSE** The Contractor may be required to provide proof of a business license appropriate for the location of the work on the contract.
9. **WORKERS COMPENSATION BOARD** The Contractor must provide a "**Letter of Good Standing**" from the Yukon Workers' Compensation Health and Safety Board prior to first payment and a "**Letter of Clearance**" from the Yukon Workers' Compensation Health and Safety Board prior to the last payment.
10. **INTERPRETATION** Should any dispute arise concerning the meaning or intent of the Contract, the Owner will make a decision which will be final unless the Contractor disputes such decision by a written notice within 10 days of such decision, whereupon the dispute will be resolved according to GC 11 - DISPUTES, below.
11. **DISPUTES** If a dispute cannot be resolved immediately by the Owner's decision or negotiation between the parties, the dispute may be:
 - referred by either party for mediation before a Project Mediator 10 days after commencing negotiations; and

- referred to arbitration 10 days following the end of such mediation, notwithstanding that other necessary parties will not be bound by any arbitrated resolution of this dispute.

If neither party required mediation or arbitration within 10 days after a written notice that negotiations or mediation are at an end, either party may refer the dispute to the courts or both may agree to proceed to mediation or arbitration.

- 12. EXECUTION OF THE WORK** The Contractor will, 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. SUSPENSION OF WORK** In the event that work on the contract is suspended, the Contractor will arrange for protection of the work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work.
- 17. TERMINATION** The Owner may at any time, upon 6 days' notice in writing to the Contractor, suspend or terminate the Contract for reasonable cause. The Owner may additionally terminate this Agreement without cause by giving the Contractor 6 days written notice of its intention to terminate. The Owner's obligation to make payment to the Contractor will cease when payment for work satisfactorily performed has been made. Unless otherwise directed, the Contractor shall, until the date of termination, continue work on the project as appropriate and in consultation with the Owner.
- 18. CO-OPERATION 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 is 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.
- 19. 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.
- 20. PAYMENT** *The Contractor will submit 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 days after receipt thereof. As the price is not subject to GST, the Contractor's invoice is to show the amount claimed for work satisfactorily performed excluding GST.
- 21. 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.

22. **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. If the Contractor fails to do so, the Owner may do so and deduct from monies owing to the Contractor such sums including: any outstanding wages owing to persons employed to perform the contract; any assessments of the Yukon Workers' Compensation Health and Safety Board or the Employment Insurance Commission relating to the contract; and any other claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Owner determines to be valid and enforceable. The Owner may also set off against amounts owing to the Contractor any sums owing by the Contractor to the Owner.
23. **WORKERS** The Contractor will ensure that all workers on the project are competent and qualified to do the work. The Contractor will be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the Workers' Compensation Act (Yukon), Employment Insurance Act, Income Tax Act and Canada Pension Plan Act.
24. **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, subcontractors or their agents or employees with respect to the contract.
25. **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.
- Commercial General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor's premises, property and operations; contingent liability with respect to the Contractor's subcontractors; and contractual liability covering the Contractor's liability under this Contract with the Owner;
 - Automobile Insurance covering all vehicles used in the performance of the contract;
 - Aircraft Liability Insurance with a minimum liability limit of \$5,000,000 per occurrence, if aircraft are to be 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 Yukon Government will be specified as an additional insured on all insurance policies contemplated in this contract.

Once the contract is signed, the contractor may be requested to provide a Yukon Government certificate of insurance, form YG(4548Q)F1 confirming the existence of the required insurance.

If the Contractor fails to provide, maintain and pay for insurance as required by this clause, other than Automobile Insurance, the Yukon Government shall have the right to obtain and pay for the required insurance, the cost of which shall be payable on demand by the Contractor. The Yukon Government shall have the right to offset such amounts from monies due to the Contractor if not paid within 15 days.

26. **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 co-operate fully with other contractors or workers sent to the place of the work by the Owner.
27. **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 specifies in Section 6, SUPPLEMENTARY GENERAL CONDITIONS.
28. **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 purpose other than the performance of this contract without the written approval of the Owner. "Material" includes both tangible and intangible (including intellectual) property.
29. **FINANCIAL ADMINISTRATION ACT** Payment by the Owner to the Contractor is expressly subject to section 24(2) of the Financial Administration Act (Yukon) as follows:
It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due.
30. **ENTIRE AGREEMENT** This Contract, Request for Proposals and the Proposal submitted, constitute 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. Where a conflict exists between any provision of this Contract and a provision of the Proposal, the provision of this Contract shall prevail.
31. **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.

SECTION 6: SUPPLEMENTARY GENERAL CONDITIONS

This section should be used when changes or additions to the standard conditions are needed. If changes are very minor in nature - they can be made in the General Conditions and this section can be deleted. If no changes are needed, delete this section. Additional terms and conditions here can include:

1. **CONFLICTS** *Where a conflict exists between a General Condition clause and the Supplementary General Conditions, the Supplementary General Conditions will govern.*
2. *Any clauses in the General Conditions that do not apply to this specific contract should be removed through a Supplementary General Condition (eg. General Condition #?? does not apply to this contract).*
3. **CONTRACT RENEWALS** *Contracts should be for a fixed term. If however, there is a specific requirement for a renewal, the conditions under which that renewal will be allowed must be clearly stated. (Note: maximum contract length without Management Board approval is 3 years.)*
4. **TRAVEL/DISBURSEMENTS.** *All costs are the responsibility of the Contractor and must be included in the price proposal. This includes any provision for travel and or disbursements. Such allowances must be included in the proposal price so that the total costs of all proposals can be evaluated equally.*
5. **SECURITY CONDITIONS, HOLDBACKS, WARRANTY, ETC.** *If applicable, they must be appropriate for the contract. This section must include the form, amount and conditions of any required performance security, penalty permitted by law, holdbacks, or warranty requirements. (Proposal security and a proposal deposit may also apply and be addressed in the Supplementary Instructions to Proponents).*
6. *Any project specific contract term which is not addressed in the General Conditions can be added to this section.*

SECTION 7: PROPOSAL FORMS

PROPOSAL SUBMISSION FORMS

PROPOSAL FORM "A"

PROPOSAL NAME

This document must be submitted with the Proponent's proposal submission, in the proposal package or large green tender envelope.

1. I/We hereby submit a Proposal for the (*Proposal Name*) in accordance with these documents.
2. 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.
3. In the event of our proposal being accepted, I/we agree to enter into a contract with the Owner on the Yukon Government Contract form, which will form part of this contract. (**Attach copy of contract**)
4. I/We acknowledge receipt of the following addenda issued during this Request for Proposal:
_____ # _____ # _____ # _____ # _____
5. Proposal Closing Date: **4:00 p.m. Local Time** (Same format as in Section 1, #5, Instructions to Proponents).
6. In consideration of being permitted to tender, I/we agree that this proposal is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after opening of the proposal(s), whether any other proposal has been accepted or not.
7. I/we represent and warrant that the proponent has full power and authority to enter into, perform and execute the Contract, and each person signing this Proposal Form on behalf of a proponent is properly authorised to do so. I/we agree to be bound by statements and representations made in this response.
8. I/we have read these documents, understand them and intend to be bound by them.

PROPONENT'S FULL LEGAL NAME: _____

DOING BUSINESS AS (if different from above):

FULL BUSINESS ADDRESS: _____

BUSINESS LICENSE #: _____ TELEPHONE NUMBER: _____

Sign this form as follows:

Sole Proprietorship: Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership: Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

Limited Company: This Form must be signed by duly authorised signing officers of the company, designating beside each signature the official capacity in which the signing officer acts. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so.

Executed by or on behalf of the Proponent this _____ day of _____, 200_____.

SIGNATURE(S): _____ TITLE:

PRINTED NAME: _____

PROPOSAL FORM "B"

Request for proposal for *(Request for Proposal Title)*.

This document must be submitted in the enclosed, white, Price Envelope.

- 1. 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: \$ _____

PROPONENT'S FULL LEGAL NAME: _____

DOING BUSINESS AS (if different from above):

FULL BUSINESS ADDRESS: _____

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

Sole Proprietorship:

Sole Proprietor to sign where indicated. Insert the words "Sole Proprietor" under Title(s).

Partnership:

Partner(s) to sign where indicated. Insert the word "Partner" against each signature under Title(s).

Corporation:

This Form must be signed by one (or more if required by the corporation's own procedures) duly authorized officer of the company, and the officer's position in the corporation indicated beside the signature. The Corporate seal of the company, if any, must also be affixed to this Form by a person authorized to do so.

Executed by or on behalf of the Proponent this _____ day of _____, 200__.

SIGNATURE(S): _____ TITLE: _____
(AND SEAL IF ANY)

PRINTED NAME: _____

The following forms are provided for your convenience:

ADDENDUM FORM

This form is used in the event of changes/clarification during the tender period. Prior to issuing an addendum, please contact Contract Services.

Contracting Authorities are reminded not to issue Addenda within 48 hours of Proposal closing, except to extend the closing time for Proposals.

SAMPLE PROPOSAL REVIEW MINUTES

This sample has the basic important questions, feel free to add questions that tailor it to the needs of the project.

PLEASE DELETE THIS PAGE AND THE FOLLOWING FORMS FROM THE FINAL RFP DOCUMENT.



Department of
(Insert your Department Name Here)

ADDENDUM

Addendum No.
Page
Date:

Description and Location of Project:

To All Proponents:

General:

- This addendum shall be read in conjunction with the original Request for Proposal documents.
- Where inconsistent with the above, this addendum shall govern.
- No consideration shall be allowed for increases (extras) to the CONTRACT PRICE due to any failure of the Contractor being familiar with this addendum.
- The Proponent should insert in Proposal Form "A" the numbers of addenda received by her/him during the tender period. This addendum forms an integral part of the Contract Documents and is included therein.
- It is the Proponent's responsibility to ensure all addenda have been received by the Proponent prior to the closing time and date.

Scope of this Addendum:

Attachments:

Project Manager:

Proposal Name – As Footer

Date:

MINUTES OF PROPOSAL REVIEW MEETING
(Insert your Department Name Here)
(Insert your Branch Name Here)

Project:		
Date of Meeting:	From:	To:
Location:	Purpose:	Tender Review
Minutes taken by:		
Present <i>(Name and Organization Represented):</i>		
ITEM	DESCRIPTION	ACTION
1.	Contractor is satisfied with proposal in its present form.	
2.	Contractor is familiar with Y.T.G. Contract Directive and Contract form.	
3.	Contractor understands that all insurance, securities and permits must be in place prior to start of work.	
4.	Contractor is to submit a schedule of work and a payment schedule upon contract award.	
5.		
6.	Contractor agrees to start work within ___ days of award, foresees no problems meeting the completion date of _____.	
7.		
8.	Contractor agrees to and understands all areas of the terms, conditions and scope of work in respect to the contract.	

Please delete this page from the final RFP document.

