

REQUEST FOR PROPOSALS (RFP)

SERVICE CONTRACT

TENDER DOCUMENT  
*(Value Driven)*

**Call-Centre Services  
For Yukon Emergency Measures Organization and  
Yukon Spills Line\***

**Provide after-hours call-centre services and to Yukon Emergency Measures Organization and Yukon Spills Line.**

**\*Subject to appropriation of funds.**

**Community Services  
February 23, 2016**



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For Yukon Emergency Measures Organization and  
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## PART 1: INSTRUCTIONS TO PROPONENTS

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals (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 an envelope and:

Mailed to:	OR	Hand Delivered to:
<i>Government of Yukon Procurement Support Centre Suite 101-104 Elliott Street Whitehorse, Yukon Y1A 0M2</i>		<i>Procurement Support Centre Suite 101-104 Elliott Street Whitehorse, Yukon Phone: (867) 667-5385</i>

2. The proponent shall identify, on the 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 title of the proposal enclosed, and the date of Proposal Closing.
3. Proposals must be received at the *Procurement Support Centre*:  
**Proposal Closing Time: before 4:00:00 p.m., as determined by the time stamp clock at the Procurement Support Centre**

**Proposal Closing Date: March 16, 2016**

Delivery of proposals prior to the closing date and time is the sole responsibility of proponents. Proposals received after the closing date and time will not be considered regardless of the reason for their late delivery. Late submissions will be returned to the proponent unopened.

4. If a proponent wishes to verify that their proposal has been received prior to proposal closing time, telephone the Procurement Support Centre at (867) 667-5385. The proponent must identify their 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 Procurement Support Centre at (867) 667-5385 prior to the closing time.
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 tender envelope containing the proposal will be opened in the Procurement Support Centre office at the address specified in paragraph 1 above.
7. Proposals may be withdrawn prior to the proposal closing time by submitting a written withdrawal request, executed by the proponent, to the same address to which the proposal was submitted. The proposal will be returned to the proponent unopened. After the proposal closing time, proposals become the property of the Government of Yukon, and will not be returned.
8. If discrepancies or omissions are found in the scope of work or other parts of this document, or if any clarification is required, contact the Project Manager (identified in Part 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, reasonable efforts will be made to inform all proponents in writing prior to the proposal closing time. All addenda become part of the Contract Documents and receipt of addenda should be acknowledged by the proponent on the proposal submission 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 that all addenda issued during the proposal call period were received by the proponent.

The Government of Yukon is under no obligation to provide additional information. It is the responsibility of the proponent to seek clarification from the Government of Yukon Project Manager on any matter it considers to be unclear. The Government of Yukon shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process. Any questions regarding this RFP should be communicated to the Project Manager via e-mail no less than five business days prior to the proposal closing date and time, to allow the Project Manager sufficient time to reply. If an addendum is issued within 48 hours of the proposal closing date and time, the Government of Yukon may at its discretion extend the proposal closing date and time for a reasonable amount of time.

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.
10. Erasures and/or corrections shall be initialled by persons authorized to sign the proposal.
11. No proposal faxed or e-mailed to the Procurement Support Centre office will be considered, **proposals must be submitted in sealed envelopes**. However, where a formal proposal has been received before the specified date and time of proposal closing, amendments to the technical proposal by fax (867) 393-6245 are acceptable, provided that such amendments are received at the location specified in 1.1 prior to the specified proposal closing date and time.

**In order to maintain the confidentiality of the PRICE PROPOSAL, an amendment to the PROPOSAL PRICE may only be submitted in a properly identified, sealed envelope, prior to the proposal closing time.**

12. The property and/or services contracted for are for the use of, and are being purchased by the Government of Yukon with public funds and are not subject to the Goods and Services Tax or Harmonized Sales Tax (GST/HST) under authority number R107442840.

It is the responsibility of the proponent to apply directly to Canada Revenue Agency for Input Tax Credits on any GST/HST paid.

13. The Government of Yukon need not accept the lowest priced, the highest ranked, or any proposal, and reserves the right to reject or accept any proposal without further explanation.
14. The proposal shall be unconditional, irrevocable and open to acceptance by the Government of Yukon at any time with *thirty (30)* days after the closing date and time, whether another proposal has been accepted or not. If, after 30 days from the proposal closing date and time the proponent has not revoked its proposal in writing, the Government of Yukon may accept the proposal.

15. This Request for Proposals does not commit the Government of Yukon to award a contract. The Government of Yukon reserves the right to cancel this Request for Proposals any time without contract award or compensation to proponents.
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, (for example, the proponent's standard terms of sale) 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 Part 5.
18. Proponents are solely responsible for their own expenses of preparing, presenting, 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 Government of Yukon, 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 Government of Yukon can be remedied without providing an unfair advantage with respect to the other proponents, the Government of Yukon may, in its sole discretion, waive the minor defect, or any irregularity, and accept the proposal. Government of Yukon may request clarification from the proponent, and the Government of Yukon, 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 Government of Yukon, properly clarifies its proposal within the specified time of receiving a request for clarification from the Government of Yukon, may result in rejection of the proposal.
21. The Government of Yukon is subject to the *Access to Information and Protection of Privacy Act*, R.S.Y. 2002, c.1 ("ATIPP"). ATIPP gives everyone a right of access to information that government possesses, with certain exceptions. Once your proposal is submitted to the Government of Yukon it is subject to ATIPP. The Government of Yukon will publish the name of the proponent who is awarded this contract and the value of the contract. The Government of Yukon will disclose your proposal and evaluation of it to the Bid Challenge Committee if there is a complaint made about this procurement. If your proposal contains information that you consider to be your trade secret, scientific or technical information, commercial or financial information you must label those portions as 'confidential' when you submit your proposal. If a request is made which includes information you have labelled as confidential, ATIPP requires the Government of Yukon to notify you of the request and give you the opportunity to provide objective evidence that supports your claim of confidentiality. You will also be notified of the Owner's decision about whether to disclose your proposal and so will the requestor. Both you and the requestor have a statutory right to ask the Information and Privacy Commissioner to review that decision. If you wish for any portion of your proposal to remain confidential you must; (1) clearly label that part of your proposal "confidential"; and (2) be prepared to provide a timely response supported by objective evidence that supports your claim. If you do not indicate which portions of your proposal are confidential, none of it is and the Government of Yukon may disclose your proposal without notice to you.

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 minor changes to the terms of the contract with the highest ranked proponent. Such changes, 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.
24. This procurement is subject to the Government of Yukon Contracting and Procurement Regulation and Contracting and Procurement Directive.
25. Except for a claim for costs of preparation of its proposal or other costs awarded in a proceeding under the Bid Challenge Process as described in the Government of Yukon Contracting Regulation and Contracting and Procurement Directive, each proponent, by submitting a proposal, irrevocably waives any claim, action or proceeding against the Government of Yukon including without limitation any judicial review or injunction application or against any of Government of Yukon's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss for any reason including: any actual or alleged unfairness on the part of the Government of Yukon at any stage of the Request for Proposal process; if the Government of Yukon does not award or execute a contract; or, if the Government of Yukon is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this Instructions to Proponents.
26. By submitting a proposal, the proponent agrees that the proponent has investigated all conditions that will affect the work, and assumes all risks regarding those conditions.
27. The name of the proponent, its proposal price(s) and proposal tender security (if applicable) will be disclosed to the public.

## PART 2: SUPPLEMENTARY INSTRUCTIONS TO PROPONENTS

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

**Michael Templeton, Manager**  
**Emergency Measures Organization**  
**Whitehorse, Yukon**  
**867-667-5220**  
**Michael.Templeton@gov.yk.ca**

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

Any questions regarding this RFP should be communicated to the project manager by e-mail no less than **5 business days** prior to the closing date and time, to allow the project manager sufficient time to reply. Questions submitted after this time might not be answered.

2. All price proposals must be submitted in Canadian currency, regardless of fluctuating exchange rates, unless specified otherwise.
3. This will be a value-driven procurement. Proposals will be evaluated on the basis of evaluation criteria included in the Request for Proposals (See Part 4 – Evaluation Criteria).
4. Proposals must be submitted using the two envelope procedure outlined below:
  - Proposal Form “A” shall be submitted as a cover page of the technical 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 should be enclosed in an envelope, or packaged appropriately because of bulk with the return envelope label (Part 9) attached or labelled with the information requested in Part 1: Instructions to Proponents, paragraph 2.
  - Proposal Form “B” (price information) shall be submitted in a second envelope, separate from the rest of the Proposal. It also must be completed in full and include the signature of an authorized person. This second price envelope is then sealed and enclosed in the proposal package, or tender envelope.
  - Both envelopes should be clearly labelled, including the name of the Request for Proposals, 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 proposal closing time, the tender envelopes will be opened and separated with the technical proposal being forwarded to the Project Manager for the evaluation. The price envelopes will remain sealed until the technical evaluation is complete.
  - When the non-price technical evaluation is complete, those proposals which meet or exceed the minimum acceptable score(s) identified, will have the 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 separate, PRICE envelope.**

5. Where two or more proposals are ranked equally, the proposal with the highest technical score may be recommended for award of a contract.
6. 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, i.e. The "Proponent Response".
7. Proponents are to submit at least one (1) hard copy of the technical proposal. Electronic copies may be submitted on a CD/DVD or USB device. **If proponents submit electronic copies THEY MUST ENSURE THAT NO PRICING INFORMATION IS SUBMITTED WITH THE ELECTRONIC COPY OF THE PROPOSAL!**



## PART 3: CONTRACT SCOPE OF WORK

### 1. Description

- 1) In order for Yukon EMO Officials to be notified in a reliable and timely fashion in the event of a real or imminent emergency, the Yukon EMO needs to maintain a twenty-four/seven (24/7) emergency reporting service. However, Yukon EMO does not have the staff complement to staff a facility 24/7; therefore, must rely on a call-centre to provide after-hours call answer and re-direction services.
  - ◆ Provision of Call Centre services that:
    - Provide "personalized" interception of any prescribed phone numbers by trained operators;
    - Provide call-answer service in French and English;
    - Gather information as prescribed by EMO
    - Re-direct information to on-call staff via telephone, fax, pager and email
    - Manage multiple-calls
    - Answer calls during EMO after-hours periods – i.e. Weekends, statutory holidays in Yukon, strikes and or lock-outs, weekday evenings/ nights, other periods when the office is not staffed.

#### **Synopsis of answering services required:**

- ◆ Two (2) toll-free numbers to forward the Emergency Measures line and Spills Reporting line during after-hours periods. Numbers must be toll-free from Yukon.
- ◆ A separate toll-free number to reach the contractor's administration/customer service centre. Number must be toll-free from Yukon.
- ◆ Separate monthly invoices and call statistics to verify service standards for each line.
- ◆ If the call centre manages multiple clients, it must have the capacity to answer multiple calls for multiple clients simultaneously.
- ◆ "Personalized" interception of the referenced numbers by trained operators, fluent in English and French, who can reliably and effectively:
  - Perform the answering/paging service after hours.
  - After-hours includes:
    - Weekends, statutory holidays in Yukon, strikes and lock-outs, weekday evenings/ nights after 5 pm and before 8:30 am, and intermittently during regular business hours (8:30 am – 5 pm, Pacific time) when notified.
  - Answer at least 80% of calls within 15 seconds (verified by call statistics) in a professional and reassuring manner using the phrase "Yukon Emergency Measures Organization" or "Yukon Spills Line," as appropriate
  - Upon request, conduct cell and pager tests with the Yukon EMO staff and Duty Officers;
  - Authorize the acceptance of collect calls made to the EMO and Spill Reporting line numbers;
- ◆ Note that there may be 3 types of calls: emergencies, spills, and non-emergencies.

In the event of an *emergency* call:

1. Gather information according to the procedures provided by EMO. This will include such information as:

- Name, position, location of caller
  - Details of the emergency
  - Police/fire/ambulance required?
  - Lives/property at risk
  - Urgency.
2. Immediately call the EMO Duty Officer on the cell phone or pager according to procedures provided by EMO.
  3. Immediately send a copy of the information to the EMO office by fax and e-mail.

In the event of a *spill reporting line* call:

1. Gather information according to the procedures provided by EMO. This will include such information as:
  - Name and number of caller
  - Substance, location, quantity of spill
  - Name of responsible party (spiller)
  - Action taken
2. Immediately call the EMO Duty Officer on the cell phone or pager according to procedures provided by EMO
3. Immediately send a copy of the information to the EMO office by fax and e-mail.

In the event of a *non-emergency* call on either line:

1. Request that the caller place the call during regular office hours.

In the event of a circumstance where, because of equipment failure or a disaster, there is an increase in the call volume into the answering service (including other clients) thereby stretching the answering service beyond its capabilities, the following action should be taken:

1. Immediately notify the Yukon EMO Duty Officer of the operational crisis. Upon analysis of the situation the EMO Duty Officer will determine if there is a need to make arrangements for the EMO and Spill Reporting lines to be answered at the Yukon EMO office until the call centre service can resume normal operations.

## 2. Relevant Dates

The contract is to commence on **April 1, 2016** and end on **March 31, 2019**

## 3. Travel and Disbursements

No travel is required.

## **PART 4: PROPOSAL EVALUATION PROCESS**

### **SECTION 4: PROPOSAL EVALUATION PROCESS**

#### **1. Method of Evaluation**

All proposals received will be evaluated as noted below.

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 Government of Yukon 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.

#### **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. Proposals will be graded to reflect the quality of the response.

#### **3. Criteria Weighting**

Criteria are awarded a percentage of the maximum possible score in each area according to the following scale:

<b>%</b>	<b>Summary</b>	<b>Description</b>
100	Excellent	Superlative response that surpasses YG requirements
85	Good	Sound response that fully meets YG requirements
75	Acceptable	Acceptable response that meets basic requirements with acceptable risk
50	Weak	Response falls short of meeting requirements
25	Seriously Deficient	Response deficient in many areas; poses serious problems
0	Unacceptable	Response completely unacceptable or missing

#### **4. Mandatory Criteria**

These mandatory requirements must be met. If not, the proposal will be rejected.

- i. Service in both English and French
- ii. Toll-free numbers accessible from Yukon, Canada

	TECHNICAL EVALUATION		Total Points
1)	<b>Qualifications &amp; Experience:</b>		400
	Provide two references from similar contracts in Canada, for reference checks	100	
	How many contracts of this type has this Proponent conducted?	75	
	Provide a brief outline of contracts.(Up to 3 @ maximum 25 points each)	75	
	Experience handling emergency calls	75	
	Capacity to manage multiple simultaneous calls	75	
2)	<b>Methodology:</b>		300
	Answer at least 80% of calls within 3 rings. Provide statistics to support	75	
	Provide fax and e-mail reports	75	
	Accept collect calls	50	
	Provide call volume statistics	50	
	Conduct cell and pager tests on request	50	
	<b>TOTAL TECHNICAL AND ORGANIZATIONAL COMPETENCE:</b>		700

*Proposals scoring less than 560 points on the above items will be considered technically unacceptable and the price envelope will be returned to the proponent unopened.*

3)	<b>PRICE EVALUATION</b>		300
	Provide <u>detailed</u> pricing structure based on 15 calls per month, including any planned annual increases. Total price should be for the full three years.	300	
	Lowest price proponent = 300 points		
	Next Proposal price: (Lowest price ÷ next lowest price = Proposal %)		
	Proposal % x 300 = number of points awarded to other than lowest price proponent		
	<b>TOTAL POINTS</b>		1000

Total the points from sections 1 – 3. The proposal with the greatest number of points is the highest ranked proposal.

## 5. Copies

The Government of Yukon reserves the right to make additional copies of all or part of the proponent's proposal for internal use, or for any other purpose required by law.

## 6. Consent to Investigation

In order to assist the Government of Yukon in determining the proponent's ability to carry out the contract, the Government of Yukon reserves the right to make any investigations of a proponent's business experience, financial capability, and business practices as deemed necessary. The proponent agrees to permit and cooperate with such investigations.

## **7. Conflict of Interest**

Submissions will not be evaluated if the proponent's current or past corporate or other interests may, in the Government of Yukon's opinion, give rise to a conflict of interest in connection with this project.

## PART 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 Government of Yukon 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, Part 3.
3. **CONFIDENTIALITY** The contractor will treat as confidential and will not, without the written permission of the Owner, publish, release, 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 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 that it has all appropriate business license(s) for the location of the work. If doing business in Yukon, contractors must register their business as per the Business Corporations Act, or the Partnership and Business name Act.
9. **WORKERS COMPENSATION BOARD** Prior to first payment the contractor must provide a “**Letter of Compliance**” from the Yukon Workers’ Compensation Health and Safety Board, valid for the duration of the contract.
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 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 scope of work.
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 with or without cause. 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. FACILITIES** The contractor will comply with all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Government of Yukon and in or around which the contractor will be working. The Owner will provide the contractor with copies of, or information regarding applicable rules, policies and standards.
- 21. 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/HST, the contractor's invoice is to show the amount claimed for work satisfactorily performed excluding GST/HST.
- 22. INTEREST ON OVERDUE ACCOUNTS** If the Owner fails to make payment to the contractor within 30 days from the date of satisfactory receipt of an invoice, interest will be paid at the current Bank of Canada rate on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.
- 23. 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 Worker's 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.
- 24. 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.
- 25. INDEMNIFICATION** The contractor shall fully indemnify and hold harmless the Owner from and against all claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to:
1. errors or negligent acts or omissions by the contractor;
  2. breach of this Contract, breach of any statutory or professional duty by the contractor; or
  3. any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the contractor.
- For greater certainty, the term "contractor" for the purposes of this indemnity clause includes the contractor and its officers, employees, subcontractors, agents and successors and assigns. This indemnity clause survives the expiry or termination of this contract.
- 26. INSURANCE** The contractor, during the period of time the contract is in force and during any warranty period stated in the contract, will provide, pay for and 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 in accordance with all applicable legislation, 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;
- Professionals may be requested to provide proof of professional liability insurance.

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 Government of Yukon will be specified as an additional insured on all insurance policies contemplated in this contract, except Professional Liability insurance and Automobile Insurance.

Immediately following notification of contract award and preceding the start of any work, the contractor shall provide Government of Yukon with a certificate of insurance showing that all required coverage is in force.

If the contractor fails to provide, maintain and pay for insurance as required by this clause, other than Automobile Insurance, the Government of Yukon 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 Government of Yukon shall have the right to offset such amounts from monies due to the contractor if not paid within 15 days.

27. **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.
28. **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 Part 6, SUPPLEMENTARY GENERAL CONDITIONS.
29. **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.
30. **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.
31. **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.

- 32. 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.

## **PART 6: SUPPLEMENTARY GENERAL CONDITIONS**

**N/A**

## **PART 7: PROPOSAL FORMS**

***DO NOT DOUBLE SIDE THESE FORMS!***

**PROPOSAL SUBMISSION FORMS  
PROPOSAL FORM "A"**

**Call-Centre Services  
For Yukon Emergency Measures Organization and  
Yukon Spills Line**

**This document must be submitted as a cover page of the Proponent's technical proposal submission, in the proposal package or tender envelope.**

I/We hereby submit a Proposal for the **Call-Centre Services for Yukon Emergency Measures Organization and Yukon Spills Line** in accordance with these documents.

- 1) I/We have carefully examined the scope of work together with all other factors affecting the work and hereby propose to furnish the services in the manner called for in the scope of work.
- 2) In the event of our proposal being accepted, I/we agree to enter into a contract with the Owner on the Government of Yukon Contract form, which will form part of this contract. In the event of conflict between terms and conditions of this Request for Proposals document and the Government of Yukon Contract form, the terms and conditions of this Request for Proposals document prevail.
- 3) I/We acknowledge receipt of the following addenda issued during this Request for Proposals:  
# \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_
- 4) 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 Proposal closing, whether any other proposal has been accepted or not.
- 5) 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.
- 6) I/we have read these documents, understand them and intend to be bound by them.

PROPONENT'S FULL LEGAL BUSINESS NAME \_\_\_\_\_

DOING BUSINESS AS (if different from above): \_\_\_\_\_

FULL BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX: \_\_\_\_\_ E-mail: \_\_\_\_\_

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).

**Corporation:** This Form must be signed on behalf of the corporation by a person, or persons, authorized to do so in accordance with the corporation's own procedures. Signatories must state their position with the corporation. By signing this Form, you are representing and warranting to Government of Yukon that:

- You are authorized to sign this Form on behalf of the corporation; and
- That the corporation is bound by your signature on this Form.

Executed by or on behalf of the Proponent this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

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

PRINTED NAME(S): \_\_\_\_\_

## PROPOSAL FORM "B"

### Request for Proposals for Call-Centre Services for Yukon Emergency Measures Organization and Yukon Spills Line

**This document must be submitted in a properly identified separate, sealed envelope.**

I/We have carefully examined the scope of work, together with all other factors affecting the work, and hereby propose to furnish the services in the manner called for in the scope of work for:

GRAND TOTAL IN FIGURES (Canadian currency) \$ \_\_\_\_\_

PROPONENT'S FULL LEGAL BUSINESS 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 on behalf of the corporation by a person, or persons, authorized to do so in accordance with the corporation's own procedures. Signatories must state their position with the corporation. By signing this Form, you are representing and warranting to Government of Yukon that:

- You are authorized to sign this Form on behalf of the corporation; and
- That the corporation is bound by your signature on this Form.

Executed by or on behalf of the proponent this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

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

PRINTED NAME(S): \_\_\_\_\_

## **PART 8: SAMPLE CONTRACT**



IN CONTRACT WITH  
ENTREPRENEUR<sup>1</sup>

Contractor's Full Legal name and address  
Raison sociale (au complet) et adresse de l'entrepreneur

## GOVERNMENT CONTRACT MARCHÉ PUBLIC

Government contract no. • Numéro du contrat

C0000

Service

Contract type • Type de contrat

Submit original invoice(s) to:  
Présenter les factures originales à :  
Government of Yukon

Details of terms and conditions of contract  
Description des modalités du contrat

This contract to commence \_\_\_\_\_ and terminate \_\_\_\_\_ Location \_\_\_\_\_  
Le présent contrat commence le \_\_\_\_\_ et se termine le \_\_\_\_\_ Lieu d'exécution \_\_\_\_\_ Whitehorse

The maximum amount payable herein shall not exceed – **CONTRACT VALUE**  
Le montant maximal pouvant être versé en vertu des présentes ne peut excéder – **VALEUR DU CONTRAT**

**CONTRACTOR Note: This contract is subject to the terms and conditions on both sides hereof.**  
**À L'ENTREPRENEUR Note: Les conditions énumérées au recto et au verso des présentes font partie du contrat.**

I/We, the contractor, agree to supply the equipment and/or perform the work or services as stipulated herein and agree to the provisions detailed on the reverse side hereof.  
Je/Nous, l'entrepreneuri/es entrepreneurs, consens/consentons à fournir le matériel ou à exécuter les travaux ou les services tel qu'il est indiqué aux présentes,  
et /j'accepte/nous acceptons les conditions énumérées au verso.

Business license no. • Numéro de licence d'exploitation de commerce \_\_\_\_\_ City • Ville \_\_\_\_\_ Phone • Tél. \_\_\_\_\_

SIGNATURE OF CONTRACTOR OR OFFICER  
SIGNATURE DE L'ENTREPRENEUR OU D'UN REPRÉSENTANT AUTORISÉ

DATE  
DATE

CONTRACTOR (FULL LEGAL NAME)  
RAISON SOCIALE DE L'ENTREPRENEUR (NOM AU COMPLET)

Business Type: ☐ Sole Proprietorship ☐ Partnership ☐ Incorporated  
Type d'entreprise: ☐ Entreprise individuelle ☐ Partenariat ☐ Entreprise constituée en personne morale  
Certified pursuant to section 23 (contracting authority) of the Financial Administration Act.  
Attesté au titre de l'article 23 (autorisation de concourir des marchés) de la Loi sur la gestion des finances publiques.

APPROVED: AUTHORIZED OFFICIALS  
APPROUVÉ: FONCTIONNAIRE AUTORISÉ(D)S

SIGNATURE  
SIGNATURE

DATE  
DATE



**PART: 9**

- 1) RETURN ENVELOPE LABEL**
- 2) PRICE ENVELOPE LABEL**

FROM:

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

**POST OFFICE PLEASE RUSH**

TENDER FOR \_\_\_\_\_

\_\_\_\_\_

TENDER CLOSING DATE \_\_\_\_\_

**TENDER  
DO NOT OPEN**

**TO: PROCUREMENT SUPPORT CENTRE  
GOVERNMENT OF YUKON  
SUITE 101-104 ELLIOTT STREET  
WHITEHORSE, YUKON Y1A 0M2**

**FROM**

**NAME:** \_\_\_\_\_

**PROJECT TITLE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL PRICE ENVELOPE**

**INCLUDE COMPLETE SCHEDULE OF PRICE ONLY IN THIS ENVELOPE**