

SERVICE CONTRACT
REQUEST FOR BIDS (RFB)
TENDER DOCUMENT
(Price Driven)

**Radon Testing for Government of Yukon
Department of _____**

**Description – Conducting long term radon testing at workplaces under the
care and control of the Department of _____**

NOTE: fill in all highlighted sections and remove the highlight. (Remove this NOTE when finished.)

**Department Name
Date prepared**



TABLE OF CONTENTS
RADON TESTING FOR GOVERNMENT OF YUKON
DEPARTMENT OF

- Part 1 Instructions to Bidders
- Part 2 Supplementary Instructions to Bidders
- Part 3 Contract Specifications
- Part 4 General Conditions of the Contract
- Part 5 Supplementary General Conditions
- Part 6 Bid Form(s)
- Part 7 Sample Contract (if applicable)
- Part 8 Return Envelope Label

PART 1: INSTRUCTIONS TO BIDDERS

1. Bids must be submitted on the Bid Form provided with this document, enclosed and sealed in an envelope, or the green tender envelope if provided and:

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

Bids must be received at the *Procurement Support Centre*:

before 4:00:00 p.m., as determined by the time stamp clock at the Procurement Support Centre on

Date of Tender Closing (Tues/Wed/Thurs only please)

Delivery of bids prior to the closing time is the sole responsibility of bidders. Bids received after the closing time will not be considered regardless of the reason for their late delivery. Late submissions will be returned to the bidder unopened.

2. Questions regarding this tender process may be directed to the Procurement Support Centre at (867) 667-5385 prior to the closing time.
3. As soon as possible following the tender closing time, the tender envelope will be opened in the Procurement Support Centre, at the address specified in paragraph 1 above.

If discrepancies or omissions are found in the specifications 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 bidders.

If addenda are issued, or if there are any changes to the work, reasonable efforts will be made to inform all bidders in writing prior to the tender closing time. 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 bidder to ensure all addenda issued during the tender period were received by the bidder.

4. The bidder should identify, on the tender envelope containing the bid, the business name and address, the title of the tender enclosed, and the date and time of tender closing.

5. If a bidder wishes to verify that their bid has been received prior to tender closing time, contact the Procurement Support Centre (867) 667-5385. The bidder must identify their business name before this information will be released. No other information concerning the bids will be released under any circumstances prior to tender opening.
6. Bids may be withdrawn prior to the tender closing time by submitting a written withdrawal request, executed by the bidder, to the same address to which the bid was submitted. The bid will be returned to the bidder unopened. After the tender closing time, bids become the property of the Government of Yukon, and will not be returned.
7. Bids submitted by individuals shall be signed by such individuals. Bids submitted by partnerships shall be signed by at least one partner. Bids submitted by corporations shall be signed by properly authorized signing officers.

Erasures and/or corrections must be initialled by person(s) authorized to sign the bid.

8. 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 & Services Tax or Harmonized Sales Tax (GST/HST) under authority number R107442840.

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

9. The Government of Yukon need not accept the lowest, the highest ranked, or any bid, and reserves the right to reject or accept any bid without further explanation.
10. The bid shall be unconditional, irrevocable and open to acceptance by the Government of Yukon at any time within *thirty (30)* days after the closing date, whether another bid has been accepted or not. If, after thirty (30) days from the tender closing date, the bidder has not revoked its bid in writing, the Government of Yukon may accept the bid.
11. No bid faxed or e-mailed to the Procurement Support Centre will be considered. **Bids must be submitted in sealed envelopes.** However, where a formal bid has been received before the specified date and time of bid closing, amendments to the bid by facsimile at (867) 393-6245 are acceptable, provided that such amendments are also received at the location specified in paragraph 1 prior to the specified tender closing time. **In order to maintain the confidentiality of the bid, an amendment in the form of a fax must specify only the change to the bid price, not the total revised bid price, or original total bid price. An amendment increasing the total bid price may require a corresponding increase in any required bid security.**

12. Failure to comply with any instruction contained in this tender document may be deemed sufficient cause for the rejection of all or part of any bid. Any items omitted or any special conditions or qualifications added to the bid (for example, including the bidder's standard terms of sale) may cause the bid to be rejected and may affect the evaluation of the bid. Any bid offered on forms other than those provided or with alterations may be rejected. No escalation clauses will be accepted.
13. If, in the opinion of the Government of Yukon, a bid contains a minor defect or fails in some way to comply with any requirement of this tender document that, in the opinion of the Government of Yukon can be remedied without providing an unfair advantage with respect to other bidders, the Government of Yukon may in its sole discretion, waive the minor defect, or any irregularity, and accept the bid. The Owner may request written clarification from the bidder, and the Government of Yukon, upon receipt of appropriate clarification, may waive the minor defect or any irregularity and accept the bid. Any failure by the bidder to provide a written response that, in the opinion of the Government of Yukon properly clarifies its bid, within the time specified in the request for clarification, may result in rejection of the bid.
14. This Request for Bids does not commit the Government of Yukon to award a contract. The Government of Yukon reserves the right to cancel this tender anytime without contract award or compensation to bidders.
15. Bidders are solely responsible for their own expenses in preparing and delivering their bids.
16. The Government of Yukon reserves the right to negotiate minor changes to the terms of any contract with the lowest priced or highest ranked bidder. Such changes, if any, shall be within the scope of this Request for Bids.
17. This procurement is subject to the Government of Yukon Contracting and Procurement Regulation and Contracting and Procurement Directive.
18. Submission of a bid shall be deemed to be confirmation that the bidder acknowledges and agrees to the General Conditions of the contract, set out in Part 4 (and Part 5 Supplementary General Conditions, if applicable).
19. Except for a claim for costs of preparation of its bid or other costs awarded in a proceeding under the Bid Challenge process as described in the Government of Yukon Contracting and Procurement Regulation and Contracting and Procurement Directive, each Bidder, by submitting a bid, 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 bid 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 tender 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 bid or otherwise breached or fundamentally breached the terms of this Instructions to Bidders.

20. By submitting a bid, the Bidder agrees that it has investigated all conditions that will affect the work and assumes all risks regarding those conditions.
21. In order to assist the Government of Yukon in determining the bidder's ability to carry out the contract, the Government of Yukon reserves the right, to make any investigations of a Bidder's business experience, financial capability and business practices as deemed necessary. The Bidder agrees to permit and cooperate with such investigations.
22. The name of the bidder, its bid price(s), and bid security (if applicable) will be disclosed to the public.

PART 2: SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Questions

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
E-mail

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

This will be a price-driven contract. Once minimum standards and/or mandatory requirements are met, contract award (if any) will be based on the lowest price bid.

Any questions regarding this Request for Bids should be communicated to the project manager no less than 48 hours 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.

All bids must be submitted in Canadian currency, unless specified otherwise.

2. Site Visit

Will be scheduled for: Date at Time?. Bidders will meet at .

Bidders are to confirm their attendance by contacting the Project Manager, at (867) - or by email to at least 48 hours prior to the site visit.

The site visit is mandatory. Bidders will be required to sign the site visit sign in sheet and may represent more than one firm but must indicate at signing in all firms represented. A bidder will be deemed late at 5 minutes past the scheduled time for the site visit.

The site visit is being provided as the floor plans of the facility are either not available or may be difficult for the C-NRPP Certified Radon Management Professional to determine radon testing requirements of facility.

3. Mandatory Requirements

1. **Mandatory Requirement:** Determining numbers of measurement devices required the facility to be test for radon based on the facilities identified (Part 3 – Contract Specifications, Section 5 – Location of Facilities) and floor plans provided and/or site visit attended, purchasing the measurement devices, completing tasks necessary to carry out the radon testing and providing a Final Report.
2. **Mandatory Requirement:** Radon testing activities must be conducted or directed by, and the final report must be authored by, an individual who has a current active “C-NRPP Certified Radon Measurement Professional” designation. Copy of C-NRPP designation certificate and proof of C-NRPP mandatory insurance coverage of \$2 million Commercial General Liability and \$2 million Radon Measurement and Mitigation Errors and Omissions must be provided.
3. **Mandatory Requirement:** Evidence of a current, active “C-NRPP Certified Radon Measurement Professional” designation must be included in the bid submission for each individual who will:
 - o Determine location of radon measurement devices
 - o Place or direct the placement of radon measurement devices
 - o Retrieve or direct the retrieval of radon measurement devices
 - o Author the Final Report described in PART 3 CONTRACT SPECIFICATIONS

4. Health and Safety

The proponent should discuss the company safety record, how safety is approached and managed within the company, and how health and safety will be addressed as part of any work as demonstrated through:

- a) Summary of program hazard analysis
- b) Summary of mitigation strategies for hazards and risks
- c) Summary of proponent health and safety policies as they pertain to work to be undertaken
- d) Summary of proponent health and safety record

The health and safety summary should be maximum 4 pages – single sided, single spaced.

5. Identical bids

Where two or more bids are identical, and all other requirements are equally fulfilled, the deadlock between bids shall be resolved by an independent person drawing lots, in a manner decided by the Owner.

6. Attachments

In the event that this document contains attachments or appendices in an electronic format, the Government of Yukon is not responsible for the accuracy, completeness, utility, compatibility or usability of such electronic materials.

PART 3: CONTRACT SPECIFICATIONS

1. Description

Conduct long-term radon testing months during winter heating months. The testing will be conducted according to the Health Canada Guide for Radon Measurements in Public Buildings.

Contractor is responsible for:

- Determining the appropriate equipment required for the identified facilities
- Determining the equipment numbers required for the identified facilities
- Purchase of all equipment required to ensure accurate measurement of radon in the identified facilities
- Secure placement of the measurement equipment in each identified facility
 - Including duplicates, blanks, and spikes as required by measurement protocols
- Providing guidance and direction in the placement of the measurement equipment in each identified facility
 - Including duplicates, blanks, and spikes as required by measurement protocols
- Collection of all the placed measurement devices in each identified facility
- Providing guidance and direction in the collection of all the placed measurement devices in each identified facility
- Selection of a laboratory for analysis of measurement devices
- Sending all measurement devices to a laboratory of their choice for analysis
- Receipt of laboratory results
- Compiling a Final Report including the laboratory results
- Delivery of the Final Report to the Project Manager and to Corporate Health and Safety

Commented [M1]: Department is to determine which of these two "Placement" statements is applicable and remove the other.

Commented [M2]: Department is to determine which of these two "Collection" statements is applicable and remove the other.

2. Measurement Device Requirements

Duration of Placement:

Placement of each measurement device is to be for a minimum of 3 (three) calendar months or 91 days and not to exceed 100 days.

Health Canada recognizes the following two detectors as acceptable the long term measurement strategies described in the Health Canada Guide for Radon Measurements in Public Buildings.

- Alpha track detector, or
- Long-term electret ion chamber

Either of these two detectors can be utilized in the contract.

Quality Assurance

Quality assurance measurements, including duplicates, blanks and spikes shall be determined for required numbers and utilized, in accordance with the Health Canada Guide for Radon Measurements in Public Buildings and U.S. Environmental Protection Agency (EPA) radon/RDP measurement protocols adopted by C-NRPP.

Initial Placement:

- Measurement device must be properly marked and identified as to location for providing results at the end of the contract
- Placement must commence on or around **Date to be determined and inserted i.e. November 1, 2017**
- All quality control/assurance protocols as outlined in the Health Canada Guide for Radon Measurements in Public Buildings and EPA radon measurement protocols shall be followed and documented
- Department representative or project manager may accompany contractor in facilities in which the Contractor requires an escort or the nature or complexity of the facility is such that an escort would be of benefit

Retrieval and Analysis:

- Contractor is responsible for retrieving all measurement devices at the end of the duration of measurement device placement time
- Contractor is responsible for providing guidance and direction for the retrieval of all measurement devices at the end of the duration of the measurement device placement time
- Any damage to a measurement device will be noted and included in the Final Report
- Contractor is responsible for packaging the measurement devices and sending them to certified laboratory
- Department representative or project manager may accompany contractor in facilities in which the Contractor requires an escort or the nature or complexity of the facility is such that an escort would be of benefit

Commented [M3]: Department is to determine which of these two "Retrieval" statements is applicable and remove the other.

Security of Measurement Device

- Facilities where measurement devices are at increased risk of being disturbed, tampered with, vandalized or discarded are identified in **Part 3 Contract Specification, 5. Location of Facilities**
- Contractor is responsible for advising and supplying department with measures and tools to heighten security of measurement devices from being disturbed, tampered with, vandalized or discarded

3. Service Required

Assessment and Coordination of Placement:

- Contractor is responsible for reviewing accompanying facility floor maps, attending any site visits and identifying number of measurement devices, blanks, spikes and duplicates required to complete a comprehensive radon test of the Department facility according to Health Canada Guide for Radon Measurements in Public Buildings and Environmental Protection Agency Radon Measurement Protocols

- Contractor will develop a schedule for coordinating initial placement and retrieval of the measurement devices and present the schedule to a department representative to ensure no conflict with commitments at a facility
- Contractor cannot enter a facility to place or retrieve the measurement device without prior communication and coordination with a department representative or project manager.

Device Measurement Location:

- Location of each measurement device will be determined by the contractor according to Health Canada Guide for Radon Measurements in Public Buildings and Environmental Protection Agency Radon Measurement Protocols.

4. Final Report

The contents of the Final Report will be approved and authorized as correct by the individuals who author the Final Report and conducted the radon testing activities.

The Final Report must have two parts, a summary of the findings (Summary) and the results of the measurement devices (Results). A USB key of digital photos of the measurement devices is also a part of the Final Report.

Summary will include, at a minimum, the following:

- Executive Summary of the radon measurement contract
- Exact start and stop dates of the measurement period for the facility(s)
- Name and address of the facility(s)
- Names of persons placing and retrieving the devices
- Name of laboratory analysing the devices
- Statement describing any observed tampering, interference, or deviations from the required measurement conditions or initial placement
- Location of measurement device, duplicate, blank, or spike recorded with digital photos
- Any additional information that would allow for future data comparisons and interpretations
- Any other pertinent information deemed necessary by the contractor such as how better to test a facility in the future or issues regarding conducting testing in a facility

Results will include, at a minimum, the following as a table (Excel):

- Name of the facility
- Address of the facility
- Location of each measurement device, duplicate, blank, or spike

- E.g. room number, GPS location, or formal name such as boardroom or training room. Bedrooms and other similar rooms may need to be identified by floor level and South corner, etc.
- Note: referring to name of person occupying the location is not acceptable.
- Note: floor plan, if, provided can be cross referenced to location
- Date of placement
- Date of retrieval
- Device serial number
- Result of each measurement device, duplicate, blank, or spike
- Number or name of digital photo for cross reference
- Where multiple facilities are being reported, the final results in the Excel report should have a separate tab for each facility
- Any other pertinent information or note deemed necessary by the contractor such as issues regarding testing in a room or facility

Digital Photos:

- Location of each measurement device should be recorded with digital photos
- Electronic file provided with Final Report
- Picture of each measurement device, duplicate, blank or spike upon placement and just prior to removal

Contractor will return all facility floor maps and provide copies of laboratory reports along with the Final Report.

The Final Report must be submitted to two (2) locations:

1)	2)
Project Manager Name & Title	Corporate Health and Safety
Department Name, Mail code	201 – 104 Elliott St
Box 2703, Whitehorse, Yukon	Box 2703, Whitehorse, Yukon
Y1A 2C6	Y1A 2C6
Email	safety@gov.yk.ca

The Final Report will be transmitted to Government of Yukon and Corporate Health and Safety by either:

- A mailed or hand-delivered USB key
 - The USB key will not be returned, if a USB key is used.
- Email with attachment

The Final Report will be provided in electronic formats: Word 2010 (or more recent) for the Summary part of the report and PDF and the Results reported in an Excel and PDF.

Contractor must also be prepared to meet and discuss the final report at the request of the Government of Yukon. Note: this one time meeting should not be longer than 30 minutes. (remove this if not deemed necessary by department)

If Government of Yukon determines a revision is required to the Final Report, the Contractor will deliver revisions, at no additional expense to Government of Yukon.

- Examples of revisions include text or digital images that do not fully describe the results or the location of the measurement device.

5. Location of Facilities

Facility Name	Address	PMD Building #	Notes (include risk of device tampering)

6. Relevant Dates

- Placement of the measurement devices must start by _____ and completed by _____.
- Retrieval of the measurement devices must start at 3 months (91 days) from placement.
- The Final Report must be provided to the department within six (6) weeks of retrieval of the measurement devices.
- Contractor will make themselves available to department to discuss the Final Report for the 30 days following the completion and submission of the Final Report to the department.

7. Travel and Disbursements

All travel and disbursement costs are the responsibility of the Contractor and are to be included in the bid price.

8. Floor Plans

Include floor plans here

PART 4: GENERAL CONDITIONS OF THE CONTRACT

For the purpose of interpretation, 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. **TECHNICAL CONSULTATION** The Contractor will be permitted to consult with the Owner's delegate.
5. **PERFORMANCE** The performance under this Contract is to be carried out to the complete satisfaction of the Owner.
6. **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.
7. **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.
8. **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.
9. **BUSINESS LICENSE** The contractor may be required to provide proof that it has a Municipal business license appropriate for the location of the work under the contract.
10. **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.
11. **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 it, whereupon the dispute will be resolved according to GC 12 - DISPUTES, below.

12. **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 (before an arbitrator appointed by mutual agreement or by Mediation Yukon) 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 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.
13. **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. 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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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 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.

20. **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.
21. **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.
22. **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.

Payment by the Owner to the Contractor is subject to section 24(2) of the Yukon Financial Administration Act, 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 financial year when the payment falls due."

23. **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 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.
24. **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.
25. **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 statutory assessments, returns, remittances, and deductions 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.
26. **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 or assigns. This indemnity clause survives the expiry or termination of this Contract.

27. **INSURANCE** The Contractor, during the period of time the Contract is in force and during any warranty period stated in this contract, will provide, maintain, and pay for 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.

Professional Liability Insurance may be required and proof of coverage may be requested.

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 included as an additional insured on all insurance policies contemplated in this contract, except Aircraft Liability, 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.

The certificate of insurance shall be delivered to the Project Manager.

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.

28. **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.

29. **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 5, SUPPLEMENTARY GENERAL CONDITIONS.

30. **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.
31. **ENTIRE AGREEMENT** This Contract constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all previous negotiations, communications and other agreements in respect of it, unless they are specifically incorporated by reference into this Contract.
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 5: SUPPLEMENTARY GENERAL CONDITIONS

- Disbursement costs (e.g. laboratory costs, measurement device purchase and shipping costs) will not be reimbursed. This cost is included in the cost of the contract.
- Subject to GC 21 and 30, the Owner shall pay the Contractor 50% of the contract cost upon placement of the measurement devices, 25% upon retrieval of the measurement devices. The final 25% of the contract cost will be paid to the Contractor upon proof of receipt of the Final Report to Corporate Health and Safety and receipt and satisfaction of the Final Report by the Owner.

PART 6: BID FORM

Page 1 of 2

**Tender Title: Radon Testing for Government of Yukon
Department of [REDACTED]**

This document must be submitted in a properly identified sealed envelope, or the green tender envelope if provided.

1. I/We hereby submit a Bid for the Radon Testing for Government of Yukon Department of [REDACTED] 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 for:

GRAND TOTAL IN FIGURES: \$ _____
(Canadian currency only)

3. In the event of our bid 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 tender document and the Government of Yukon Contract form, the terms and conditions of this tender document prevail.

4. Addenda

I/We acknowledge receipt of the following addenda issued during this tender call:

_____ # _____ # _____ # _____ # _____

5. The Owner need not accept the lowest, the highest ranked, or any bid and reserves the right to reject or accept any bids without further explanation or compensation.
6. In consideration of being permitted to tender, I/we agree that this bid is irrevocable and open to acceptance by the Owner at any time within thirty (30) days after the Tender Closing Date, whether any other bid has been accepted or not.
7. 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 authorised to do so.
8. I/we have read these Tender Documents, understand them and intend to be bound by them.

BIDDER' FULL LEGAL NAME: _____

DOING BUSINESS AS (if different from above): _____

FULL BUSINESS ADDRESS: _____

BUSINESS LICENSE NO.: _____ TELEPHONE NUMBER: _____

FAX NUMBER: _____

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.

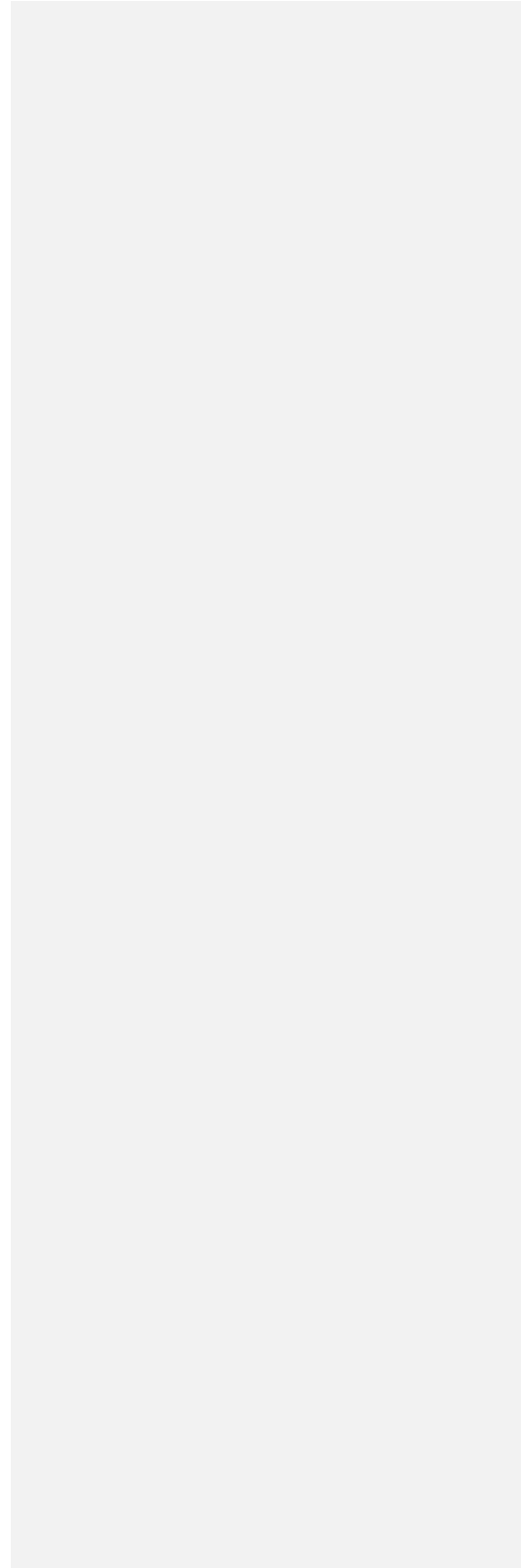
Executed by or on behalf of the bidder this ____ day of _____, 201____.

SIGNATURE(S): _____

TITLE(s): _____

PRINTED NAME: _____

PART 7: SAMPLE CONTRACT





**GOVERNMENT CONTRACT
MARCHÉ PUBLIC**

Government contract no. - Numéro du contrat C0000
Service <small>Contract type - Type de contrat</small>

**IN CONTRACT WITH
ENTREPRENEUR**

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

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 licence no. - Numéro de licence d'exploitation de commerce _____ City - Ville _____ Phone - Tél. _____

SIGNATURE OF CONTRACTOR OR OFFICER _____ DATE _____ CONTRACTOR (FULL LEGAL NAME)
SIGNATURE DE L'ENTREPRENEUR OU D'UN AGRÉÉ/INTÉRESSÉ _____ DATE _____ RAISON SOCIALE DE L'ENTREPRENEUR (NOU AU COMPLET)

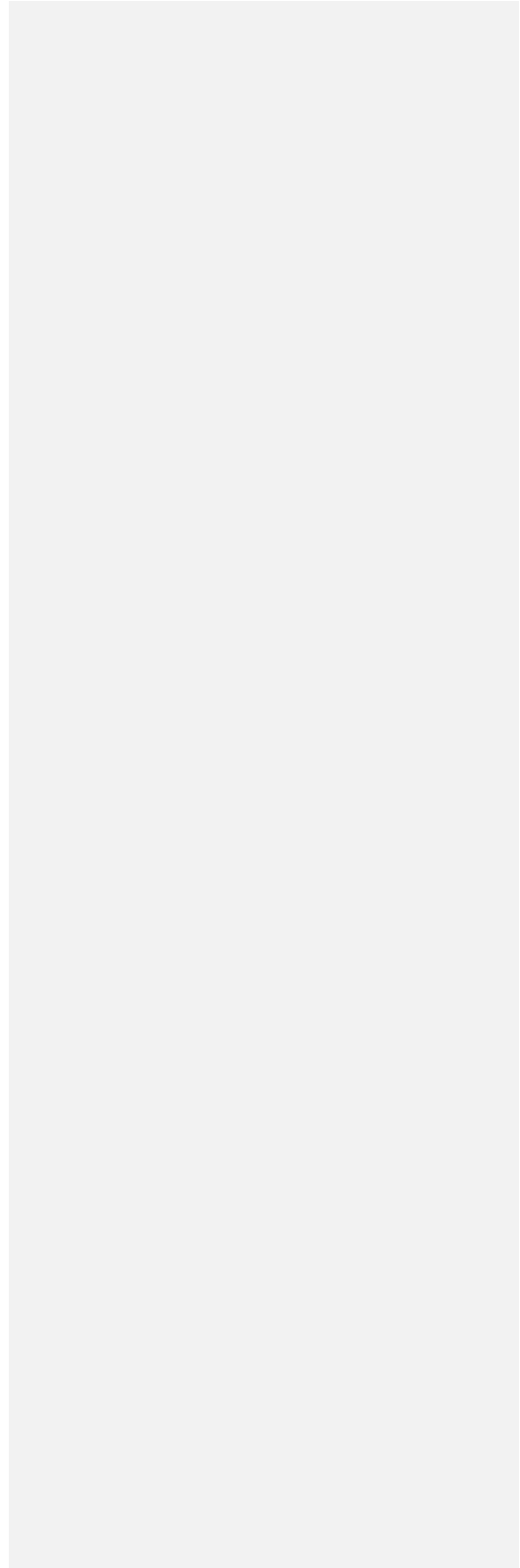
Business Type: Sole Proprietorship Partnership Incorporated
Type d'entreprise: Entreprise individuelle Partenariat Entreprise constituée en personne morale

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 OFFICER/TITRE _____ SIGNATURE _____ DATE _____
APPROUVÉ FONCTIONNAIRE AUTORISÉ/PROVISON _____ SIGNATURE _____ DATE _____

PART: 8

RETURN ENVELOPE LABEL



FROM:
NAME _____
ADDRESS _____

TENDER
DO NOT OPEN

POST OFFICE PLEASE RUSH

TENDER FOR _____

TENDER CLOSING DATE _____

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

