



Government of the Northwest Territories

# REQUEST FOR PROPOSALS

Procurement Shared Services

Project Title:	<b>Marine Transportation Services Governance Review</b>
Program Department:	<b>Infrastructure</b>
Event ID:	<b>0000006668</b>
Proposal Call Date:	<b>Tuesday, May 02, 2023</b>
Proposal Submission Deadline:	<b>15:00 (Local Time) Thursday, June 08, 2023</b>

## REQUEST FOR PROPOSALS

The Government of the Northwest Territories (GNWT) is requesting Proposals from interested Proponents for the provision of services as outlined in this Request for Proposals (RFP).

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## SECTION 1 GENERAL INFORMATION AND INSTRUCTIONS

### 1. PROPOSAL SUBMISSION INSTRUCTIONS

#### 1.1. Proposal Submission Deadline

Proposals must be received prior to **15:00** local time on **Thursday, June 08, 2023** (the “Proposal Submission Deadline”).

#### 1.2. Two Envelope Submission

Proposals should be separated and submitted as follows:

- **Document 1 – Technical Submission**

The Technical Submission includes, but is not limited to the following components of the Proposal:

- Team
  - Project Lead/Manager
  - Accounting/Business Advisory
  - Corporate Governance
  - Marine Industry
  - Support and Backup
- Methodology/Approach
  - Understanding of the Work
  - Approach to Completed SOW
  - Schedule
  - Stakeholder Engagement

Please do not include any details or information regarding the financial submission in Document 1.

- **Document 2 – Financial Submission**

The Financial Submission includes, but is not limited to the following components of the Proposal:

- Fees and Expenses
- Substantiation of BIP Adjustment Forms

Any other documents or information pertaining specifically to the financial submission should be included in Document 2.

#### 1.3. Proposal Submission Methods

Proposals may be submitted using the following methods:

**(a) The GNWT Contract Event Opportunities Website**

Proposals will be accepted through the Contract Event Opportunities website under the following conditions:

- the Proposal is received prior to the Proposal Submission Deadline specified and is uploaded through the Contract Event Opportunities website;
- the Proposal should be submitted in Portable Document Format (PDF), unless otherwise specified by the GNWT;

- the Proposal does not exceed 100 megabytes in size; and
- the GNWT shall not accept liability for any claim, demand or other action for any reason whatsoever, including where an uploading process is interrupted, a Proposal is not received in its entirety, is illegible in whole or in part, or which is uploaded to an incorrect event or website.

As noted in paragraph 1.2, the Proposal should be submitted as two separate documents, using the following file names:

- Event **000006668** Technical
- Event **000006668** Financial

If it is necessary to separate either of the above noted files, please use the same naming convention followed by 'Part 1', 'Part 2', and so on.

Proposal uploads may not necessarily be immediate and can experience delays. Proponents should ensure that their Proposal is uploaded with sufficient time to account for any delay; four (4) hours prior to the Proposal Submission Deadline is recommended. Proponents are encouraged to confirm their Proposal has been successfully uploaded by signing back into the system and viewing their bid (Proposal).

Note: To amend a Proposal prior to the Proposal Submission Deadline, Proponents must cancel their original bid (Proposal) submission and upload the revised Proposal.

In the event that there is a conflict or inconsistency between the pricing provided in a Proposal and the pricing entered on the Contract Event Opportunities website, the pricing set out in the Proposal shall govern.

#### **(b) By Facsimile Transmission**

Proposals will be accepted by facsimile transmission under the following conditions:

- the Proposal is received in its entirety prior to the Proposal Submission Deadline at the following facsimile number: **(867) 920-4112**;
- the Proponent acknowledges that the GNWT cannot guarantee the confidentiality of information contained in a Proposal sent by facsimile transmission; and
- The GNWT will not be liable for any claim, demand or actions for any damages whatsoever should a facsimile transmission be interrupted, not received in its entirety, received after the specified submission deadline, received by any other facsimile unit other than that stated herein, or for any other reason.

Proposals should be submitted as follows:

- Facsimile Cover/Transmission Page
  - Identify the total number of pages (including both Documents 1 and 2), the Proponent's name, the RFP Event ID, the RFP title, and the Proposal Submission Deadline
- Facsimile Cover Page – Document 1 – Technical Submission
  - Identify the total number of pages (for Document 1 only), the Proponent's name, the RFP Event ID, the RFP title, the Proposal Submission Deadline, and the document number and title (Document 1 – Technical Submission).
- Facsimile Cover Page – Document 2 – Financial Submission
  - Identify the total number of pages (for Document 2 only), the Proponent's name, the RFP Event ID, the RFP title, the Proposal

0Submission Deadline, and the document number and title (Document 2 – Financial Submission).

After the Proposal Submission Deadline has passed, Proponents who have submitted a facsimile version of their Proposal may be contacted and provided with instructions for the submission of an electronic version of the Proposal. The electronic version of the Proposal then must be submitted within the specified time period.

In the event of any discrepancies or conflicts between the faxed version of the Proposal and the electronic version of the Proposal submitted, the faxed version shall govern.

Amendments to Proposals submitted using the facsimile method may also be submitted by facsimile and will be accepted under the following conditions:

- the amendment is received prior to the specified Proposal Submission Deadline at the facsimile number stated in paragraph 1.3 (b);
- the GNWT will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after the stated Proposal Submission Deadline, received by any other facsimile unit other than that stated herein, or for any other reasons; and
- the GNWT cannot guarantee the confidentiality of information contained in the amendment.

1.4. Proponents may not amend their Proposal after the Proposal Submission Deadline, unless as a result of negotiations commenced by the GNWT, but may withdraw their Proposal at any time.

1.5. E-mail submissions will not be accepted.

## 2. DEFINITIONS

2.1. In addition to the terms defined elsewhere in this RFP, including any schedules or appendices, the following terms have the meaning given to it in these definitions.

In this RFP:

**“Addenda” or “Addendum”** means an Addendum or amendment to this RFP, issued by the Contact Person.

**“Business Day”** means any day other than a Saturday, Sunday, scheduled mandatory leave days over Christmas holidays or holiday as defined in the *Interpretation Act* R.S.N.W.T. 1988, c.I-8.

**“Competitive Selection Process”** means the overall Proposal evaluation process that will be used to determine the successful Proponent.

**“Contact Person”** means the person identified as such in paragraph 3.33 of this Section 1, or such other person as may be appointed by the GNWT for that purpose.

**“Demonstrate”** means to provide information through an explanation, a methodology, provision of examples or past work, provision of resumes, provision of technical specifications of equipment, processes, samples of reports, organizational charts, etc.

**“Ineligible Parties”** means those persons (including their former and current employees) who have, or had, participation or involvement in the preparation of this RFP process, including the Competitive Selection Process, or the planning or implementation of the required work/services, and who may provide an unfair material advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.

**“Mandatory Requirement”** means those requirements set out in Item 1 of Section 3. Other requirements described with a “must” or “shall” are interpreted as mandatory requirements of any subsequent contract.

**“Proponent”** means any company, or companies that have formed a joint venture, that proposes to provide the work contemplated in this RFP.

**“Proponent Team”** means the directors, officers, employees, consultants, agents, advisors, or representatives of a Proponent.

**“Proposal”** means a proposal submitted in response to this RFP, in the form of a Technical Submission and Financial Submission.

**“Proposal Submission Deadline”** has the meaning set out in paragraph 1.1.

### 3. GENERAL INFORMATION

- 3.1. If a Proposal or amendment contains a defect, or fails to comply with the requirements of this RFP, the GNWT at its sole discretion reserves the right to accept the Proposal if it determines that the defect or failure to comply is not material.
- 3.2. In the event all Proposals or amendments have material defects with the requirements of this RFP, the GNWT reserves the right to cancel the RFP, or to accept the Proposal deemed to be in the best interest of the GNWT.
- 3.3. This is not a Request for Tenders or otherwise a bid. The GNWT is not bound to accept the Proposal that provides for the lowest cost or price to the GNWT nor any Proposal of those submitted.
- 3.4. Notice in writing to a Proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No Proponent shall acquire any legal, equitable, or contractual rights or privileges whatever until the contract is signed.
- 3.5. The GNWT reserves the right to negotiate price, scope of work or both with any Proponent.
- 3.6. If a contract is to be awarded as a result of this RFP, it shall be awarded to a Proponent who is responsible. Responsible means the capability in all respects to perform fully the contract requirements and the integrity, financial resources, creditworthiness, and reliability to assure performance of the contract obligations.
- 3.7. The GNWT has the right at any time in its sole discretion, without incurring any liability whatsoever to any Proponent (and no Proponent will have any claim against the GNWT as a consequence), to do any of the following:
  - amend this RFP prior to the Proposal Submission Deadline;
  - reject any Proposal, or all Proposals submitted;
  - reject a Proposal from a Proponent who has on one or more occasions in the course of previous or ongoing contracts with the GNWT or any of its Public Agencies:
    - failed to complete the work/services by the contract completion date;
    - failed to meet their obligations under the GNWT Business Incentive Policy;
    - failed to meet any commitments with respect to Community Engagement;
    - had work rejected due to poor or incomplete workmanship or due to supply and/or use of unsatisfactory materials;

- had a contract terminated, or had the work taken out of its hands; or
  - is in, or has been in, litigation brought by or against the GNWT, or involving other parties which in any way calls into question its ownership, financial affairs, unpaid indebtedness, or its management;
- re-invite Proposals submitted by responsible Proponents without going to a public RFP or tender; and
  - negotiate the price or scope of work or both with the highest ranked Proponent in order to achieve a reduced price, scope of work, or both.
- 3.8. If a written contract cannot be negotiated within a time frame fixed by the GNWT, the GNWT may, at its sole discretion, terminate negotiations with that Proponent and either negotiate a contract with another Proponent or choose to terminate the RFP process and not enter into a contract with any of the Proponents, and no Proponent shall have any claim against the GNWT as a consequence.
- 3.9. Should a contract be awarded as a result of this RFP it is expected that the contract to be entered into with the successful Proponent will be substantially in the form of the Pro-Forma Contract set out in Section 5 of this RFP. Proponents are cautioned to thoroughly review the Pro-Forma Contract to ensure, before incurring the expense of Proposal preparation, that they are capable of meeting the terms and conditions of the contract.
- 3.10. In the event of any inconsistency or conflict between the provisions contained in this RFP or the successful Proposal and the contract to be entered into with the successful Proponent, the provisions of the executed contract shall govern.
- 3.11. The GNWT has the right to cancel this RFP at any time and to reissue it for any reason whatsoever without incurring any liability and no Proponent will have any claim against the GNWT as a consequence.
- 3.12. The GNWT is not liable for any costs of preparation or presentation of Proposals even if this RFP is cancelled pursuant to paragraphs 3.8 or 3.11.
- 3.13. An evaluation committee will review each Proposal. The GNWT reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
- 3.14. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Should this occur, marks for presentation will be allocated by a reassessment of the original scoring. Such presentations shall be made at the cost of the Proponent.
- 3.15. The Proposal and accompanying documentation submitted by the Proponents will not be returned.
- 3.16. The GNWT will not be held responsible for errors or omissions contained in a Proposal.
- 3.17. **Unit Prices:** When required as part of the Financial Submission, all unit prices should be extended and totaled; failure to do so may result in the Proposal being rejected as non-responsive or receiving a score of zero for the financial portion of the Competitive Selection Process. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the evaluation and resulting contract.
- 3.18. **Conflicts of Interest:** Each Proponent is required to disclose any instances, which may cause a conflict of interest as defined in the Pro-Forma Contract. If such disclosures are made, the Proponent is required to indicate the manner in which they intend to address such conflicts. Where the GNWT is not satisfied with the manner in which the Proponent intends to address such conflicts, the GNWT, in its sole discretion, may refuse to consider the Proponent's Proposal.

Proponents may contact the Contact Person listed in paragraph 3.33 to enquire about any potential conflicts of interest.

The GNWT reserves the right to disqualify any Proponent if any instances, disclosed from any other source, create a conflict of interest.

For the purposes of this RFP, a “Conflict of Interest” includes, but is not limited to, the following situations:

- a) a Proponent or Proponent Team member that has knowledge of confidential information (excluding confidential information disclosed by the GNWT in the course of this RFP) of importance or relevance to this RFP process that is not available to other Proponents; or
  - b) has relationships, financial interests, commitments, or is engaged in litigation that could or could be seen to result in an improper influence over the objective, impartial and unbiased judgement of the evaluation committee during the Competitive Selection Process, or could be seen to limit, impair, and/or compromise the effective performance of a Proponent’s obligations if they were identified as the successful Proponent.
- 3.19. **Accommodations:** The GNWT supports and encourages the use of commercial establishments providing accommodation and meals where available. The successful Proponent and all their sub-contractors agree not to establish a facility to provide accommodations and meals to the work force employed for the services contemplated herein. Use of GNWT owned houses or other facilities for accommodations purposes is prohibited.
- 3.20. **Addendums:** Addenda issued prior to the Proposal Submission Deadline are incorporated into and form part of this RFP. By submitting a Proposal, the Proponent acknowledges having received all Addenda issued with respect to this RFP. It is the responsibility of all Proponents to contact the Contact Person referenced in paragraph 3.32, of this RFP to ensure receipt of all Addenda prior to submitting a Proposal.
- 3.21. **Access to Information and Protection of Privacy Act:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
- 3.22. **Business Incentive Policy, 63.02:** One of the priorities of the GNWT is to ensure local and northern materials; equipment and labour are used to the fullest extent practical on any GNWT contract. Therefore, the Business Incentive Policy (BIP), 63.02, applies to this RFP. For purposes of this RFP, the GNWT specifies that “Local” refers to Hay River, Lutselk’e, Norman Wells, Tulita, Fort Good Hope, Inuvik, Tuktoyaktuk, Aklavik, Ulukhaktok, Sachs Harbour, and Paulatuk.

Proponents are required to comply with the requirements of the Business Incentive Policy, and to receive credit, must submit the required information, as stipulated on the Northern and Local Evaluation Form (see Response Guidelines).

Proponents can obtain information on the GNWT Business Incentive Policy from the website: [www.iti.gov.nt.ca/iea/bip/index.htm](http://www.iti.gov.nt.ca/iea/bip/index.htm).

- 3.23. **Manufactured Products Policy:** In accordance with the Northwest Territories’ Manufactured Products Policy, Proponents are advised that it will be a requirement of any subsequent contract that the contractor utilize, whenever possible, approved northern manufacturers for any products that comply with specifications and applicable codes. Proponents may view the policy and the Approved Northern Manufactured Product List at the following website: <http://www.iti.gov.nt.ca/en/services/nwt-manufactured-products-policy>



- 3.24. **NWT Electronics Recycling Program:** If this RFP, or the subsequent contract includes goods that are considered “electronics” (as defined by the Northwest Territories Electronic Recycling Regulations):
- a) prices proposed must include the NWT environmental handling fee(s) for eligible electronics. The GNWT will not compensate any Proponent that failed to include the environmental handling fee(s) on eligible electronics in their proposed price; and
  - b) it will be a requirement of any resultant contract that the successful contractor be registered as an electronics distributor with the Northwest Territories Electronics Recycling Program. For more information about the Electronics Recycling Program and/or to register as an electronics distributor visit:
    - [www.albertarecycling.ca/programs/electronics/nwt/](http://www.albertarecycling.ca/programs/electronics/nwt/), or
    - email [nwtelectronics@albertarecycling.ca](mailto:nwtelectronics@albertarecycling.ca), or
    - call (toll free) 1-888-999-8762 (ask for the NWT distributor assistance team).

If requested by the GNWT, the Proponent shall produce confirmation that they are registered with the Northwest Territories Electronics Recycling Program as an electronics distributor. Failure to provide confirmation of registration within three (3) Business Days of a request may result in disqualification of the Proposal.

- 3.25. **Harassment Free and Respectful Workplace Policy:** It will be a term of the resultant contract that the provisions of the GNWT’s Harassment Free and Respectful Workplace Policy are applicable to and govern the relations between the successful Proponent and its employees, agents and representatives and any employee of the GNWT for the term of the contract. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website:

<https://www.fin.gov.nt.ca/en/resources/harassment-free-and-respectful-workplace-policy>

Further, it will be a term of the resultant contract that the successful Proponent shall, upon the request of the GNWT, remove from any place where the contract work is being performed, any person employed by it for purposes of the contract who, in the opinion of the GNWT, has violated the Harassment Free and Respectful Workplace Policy, and the successful Proponent shall not permit a person who has been removed to return to the work site.

- 3.26. **Goods and Services Tax:** The GNWT is not subject to the Goods and Services Tax (the “GST”).
- 3.27. **Vendor Complaint Process:** The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair and timely process to deal with vendor complaints concerning the GNWT’s procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at:
- <https://www.fin.gov.nt.ca/en/resources/vendor-complaint-process>
- 3.28. **Subcontracting:** If a Proponent intends to use subcontractors, the Proposal should include the name(s) of the subcontractor(s) and the portion of the work the subcontractor(s) will perform. Proposals should also include the; complete address of the subcontractor, the type of work the subcontractor will perform, and the percentage of work to be performed by the subcontractor.
- 3.29. **No Lobbying:** Proponents, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to this RFP, or the Competitive Selection Process.

Further, no such person (other than expressly contemplated by this RFP) will attempt to communicate in relation to this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of the GNWT (including any Minister or Deputy Minister, any member of

the Executive Council, or any Member of the Legislative Assembly), or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this section by any Proponent, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the GNWT in its discretion may at any time, but will not be required to, reject the Proposal submitted by that Proponent without further consideration.

3.30. **Ineligible Parties:** Current Ineligible Parties:

- a) The GNWT, including its current and former employees who fall within the definition of an Ineligible Party.
- b) Other individuals or entities with such connection to the GNWT or the required services as to create a reasonable perception of unfairness, information advantage, and/or conflict of interest.

Additional individuals or entities may be added to or deleted from the list of Ineligible Parties during any stage of the RFP process through an Addendum.

The GNWT may, in its sole discretion, disqualify a Proponent, or may permit a Proponent to continue and impose such conditions as the GNWT may consider to be in the public interest or otherwise required by the GNWT, or the Proponent is an Ineligible Party, or the Proponent uses an Ineligible Party.

3.31. **No Communication or Collusion:** Proponents and their employees and representatives involved with the Proposal, will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent Team, represents and confirms to GNWT, with the knowledge and intention that the GNWT may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

3.32. **Joint Ventures:** If submitting a Proposal as a joint venture, the Proponent should clearly indicate that it is a joint venture and provide the following information:

- a) the name of each member of the joint venture;
- b) the name of the representative of the joint venture (i.e. the member chosen by the other members to act on their behalf, if applicable); and
- c) the name of the joint venture, if applicable.

3.33. **Enquiries During the Solicitation Period:** All questions or enquiries (“Enquiries”) concerning this RFP must be in writing and be submitted no later than three (3) Business Days prior to the Proposal Submission Deadline and be directed to the following (the “Contact Person”):

Attention: **Contract Administrator**  
 Address: **Government of the Northwest Territories  
 Department of Finance  
 Procurement Shared Services  
 201 - 76 Capital Drive (2nd Floor, B&R Rowe Building)  
 Hay River, NT X0E 1G2**  
 Phone: **(867) 874-7003**

Facsimile: (867) 920-4112

Email: [psstendershayriver@gov.nt.ca](mailto:psstendershayriver@gov.nt.ca)

The following applies to any Enquires:

- a) responses to Enquiries will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the GNWT;
- c) the GNWT is not required to provide a response to any Enquiry;
- d) Proponents are encouraged to submit Enquiries at an early date to permit consideration by the GNWT;
- e) a Proponent may request that a response to an Enquiry be kept confidential by clearly identifying the Enquiry as “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- f) if the GNWT decides that an Enquiry marked “Commercial in Confidence”, or the GNWT’s response to such an Enquiry, must be distributed to all Proponents, then the GNWT will permit the Proponent to withdraw the Enquiry rather than receive a response, which election must be made by the Proponent within two (2) Business Days of being informed of the GNWT’s decision. If the Proponent does not withdraw the Enquiry, then the GNWT may provide its response to all Proponents;
- g) notwithstanding sections (e) and (f) above:
  - if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the GNWT may provide a response to such Enquiry to all Proponents; and
  - if the GNWT determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the GNWT may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.
- h) The GNWT reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication, including to avoid a proliferation of written communication in respect of the same subject matter.

**Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person, for any purpose.**

- 3.34. **COVID-19:** The Contractor shall comply with any measures, restrictions, or orders issued by the Chief Public Health Officer of the Northwest Territories, any COVID-19 measures, restrictions, or orders issued by the Government of Canada, and any requirements to wear personal protective equipment (including, but not limited to facemasks), in any facility where the Work is to be performed.

## SECTION 2

### TERMS OF REFERENCE

#### 1. PROJECT IDENTIFICATION

Project Title:	<b>Marine Transportation Services Governance Review</b>
Location:	<b>Northwest Territories</b>
Program Department:	<b>Infrastructure</b>
Program Division:	<b>Directorate</b>

#### 2. BACKGROUND

The Department of Infrastructure's (INF) Marine Transportation Services (MTS) division has been providing marine delivery of bulk fuel and deck cargo to communities along the Mackenzie River and western Arctic coast since 2017. The Government of the Northwest Territories (GNWT), acting in the public interest, purchased the assets of the Northern Transportation Services Limited (NTCL) in late 2016 and assumed responsibility for the service to maintain the essential summer resupply for Northwest Territories (NWT) communities.

A revolving fund was established under the NWT's *Revolving Fund Act* in 2017 to support MTS operations. The establishment of the revolving fund and the contracting of an agency to recruit and manage the majority of MTS employees were put in place by the GNWT in 2017 to quickly establish the service and maintain the essential resupply of NWT communities. Both activities were intended to be interim measures while a more permanent governance and operating model could be developed and implemented.

In 2022, MTS transported approximately 39.5 million litres of fuel and approximately 20,000 Revenue Ton (RT) of deck cargo. Overall, fuel deliveries represent most of MTS's business – 60% of its current revenue. The GNWT is the largest customer of MTS, requiring fuel and materials to support the works and operations of the GNWT, the residents of the NWT, and the Northwest Territories Power Corporation (NTPC).

In addition to providing marine cargo transportation services, MTS also manages and operates the only working shipyard north of the 60<sup>th</sup> parallel. The shipyard, located in Hay River, NWT, provides essential maintenance, repair, and overhaul services on the GNWT-owned tug and barge fleet as well as maintenance, repair, and overhaul services, on a contract basis, to the Canadian Coast Guard and the Arctic Research Foundation.

MTS works closely with INF's Fuel Services Division (FSD) which manages the purchase, transport, storage, and sale of bulk petroleum products for 16 NWT communities that are not serviced by the private sector. FSD also manages the purchase, transport, and storage of diesel fuel in 20 communities on behalf of NTPC. In 2022, FSD managed the purchase and transport of 36 million litres of fuel via all-weather and winter roads, and via summer marine resupply. FSD programs are supported by the Petroleum Products Revolving Fund established under the NWT *Revolving Fund Act*.

#### 3. OBJECTIVES

The primary operational objective of MTS is the safe and reliable marine delivery of bulk fuel and deck cargo to NWT communities at an affordable price. There is a recognition that MTS requires an operating

model and governance structure to allow for the identification of operating risks and to ensure that these risks are managed effectively.

The GNWT is therefore interested in comparing the current operating and governance model to other models to assess whether other models would provide opportunities for operational efficiencies and increased revenues that would better support the safe and reliable marine delivery of bulk fuel and deck cargo to NWT communities. Given increasing costs and limited options to increase revenues to the mitigate rate increases, as well as, other operating risks, such as climate change and an aging marine crews, an examination and assessment of costs, impacts, efficiencies, and profitability of the various governance options is warranted.

#### 4. SCOPE OF WORK

The project will consist of two phases.

##### **Phase I – Financial Summary and Assessment of the MTS Revolving Fund – the Current State**

A review of MTS financial situation for the previous 5-7 years. This phase will examine the operational environment of MTS, including legislation, policies and procedures that limit and enhance opportunities. To better assess alternative models, this phase may include any and all aspects of MTS operations and governance and therefore will include, but will not be limited to, addressing questions in the following key areas:

##### Costs and Revenues

- a. What are the costs of operating MTS?
- b. What are the revenues currently being derived from these operations?
- c. How does MTS and FSD interact operationally? financially?
- d. Are the costs and revenues consistent with the size of MTS' current operations as compared to another operation of comparable size?

##### Current Issues

- a. What are the current operational needs?
- b. What are the short and long term capital requirements?

##### Legislation, Policies and Regulations

- a. How are operations and capital investment impacted by government legislation and policies – fiscal and operational?
- b. Are legislation and policies impacting existing and potential new revenue streams?
- c. How would efficiency and/or effectiveness be improved from changes to existing legislation, policies and/or new legislation, policies or procedures?

##### Governance Considerations

- a. How are operating and capital needs met under the current model?
- b. Can the current governance model sufficiently meet these needs?
- c. Are MTS operations of sufficient size to operate independently from Government?
- d. Are there options that could enhance the current governance model, such as, combining MTS with FSD given their interdependence?

##### **Phase II – Governance Models - Analysis and Comparison**

Based on the same areas and questions in Phase 1, conduct a review and assessment of the following alternative governance models:

- a. Government Program with Revolving Fund (current model)

- b. Crown Corporation modeled after the NWT Power Corporation, which includes a Board of Directors and revenues generated from rate payers largely cover operating and capital costs. The GNWT has at times stepped in with funding to smooth out any significant required rate increases required to meet operating costs.
- c. Crown Corporation modeled after Housing NWT, which does not have a NWT Board of Directors and is partially funded by the GNWT through annual appropriations approved by the Legislative Assembly via an operation contribution from the Department of Finance.
- d. Private Operator Model where the ownership of key assets remain with the GNWT but responsibility of operations and retention of revenues are transferred to
  - o a contractor; or
  - o an MTS Authority through an operating agreement. (This model was adopted by the Government of Canada through its divestiture of major Canadian airports).
- e. Full Privatization where the GNWT sells its marine assets and acts solely as a customer.

The phase will determine the pros and cons of the alternative governance models by contrasting the efficiencies of the models with the existing model, and include recommendation(s) on the model most suitable to meeting MTS's primary operational objective.

Some key considerations may include:

- a. What benefits and risks would there be to the GNWT for selling MTS assets to the private sector for both the tug and barge and shipyard operations?
- b. What risks could be transferred? What risks would the GNWT retain?
- c. Would the GNWT need to consider rate regulation in any of the models?
- d. Through financial modeling for each of the governance modes, can MTS be self-sustaining as a Going Concern or would the GNWT be required to partially subsidize operations, especially if the mitigation of rate increases is a priority?
- e. What would be the potential impacts to NWT residents?
- f. Would changes to the governance model have an impact on other operators in the NWT and/or market overall?
- g. From a GNWT perspective, what would be the political, legislative and socio-economic impacts of the alternative governance models?

## 5. BUDGET

The GNWT has elected not to identify a budget for the project.

## 6. CONSTRAINTS

The Review is expected to be comprehensive and completed within a limited timeframe. The successful Proponent (the "Contractor") should have a team that must include individuals with broad and varied skills, expertise, and experience in the governance model options.

All recommendations, conclusions or other key findings must be attributable, either directly or indirectly to the background research, primary research or specific stakeholder engagements conducted as part of this review.

Access to MTS program staff for operational and financial data, interviews, etc. will be limited during the sailing season (June to October).

All deliverables from this project will be property of the GNWT. The Contractor may not provide copies of intermediate work to any third party, without prior approval of the GNWT.

## 7. GNWT RESOURCES

To assist the Contractor in conducting the Review, the GNWT will provide various resource materials, reports, and data.

The GNWT will establish a Steering Committee to provide oversight and guidance on the project. Committee representatives will include MTS and FSD staff members.

The Contractor will be working directly with and will be supported by the Department's Transition Team Manager. The duties of the Transition Team Manager will include, but not be limited to:

- Ensuring the Department and MTS and FSD staff are appropriately informed throughout the Review;
- Providing all necessary documents and information to the Contractor;
- Providing updates and documents for approval to the Steering Committee; and,
- Reviewing and communicating approval of the deliverables at every stage.

## 8. DELIVERABLES

The project deliverables will include:

1. Executive Summary – Provide a condensed version of the most salient findings of the review. The Executive Summary will provide a brief overview and general observations where the Overview Report and any technical reports will serve as reference documents for further detail or information when required.
2. Overview Report – Provide an overview of all the financial and other data analysis contained in the Technical Report, including any additional observations that were identified during the undertaking of the previous phases, and may also include areas of interest that may have arisen outside of the Scope of Work but relevant to the project. The Overview Report will provide a summary of the pros and cons of each governance model, including the current model.
3. Technical Report – Provide all the technical data and information gathered to review and assess each of the governance models.

## 9. TERM OF THE CONTRACT

It is anticipated that the contract will commence on June 30, 2023, or as soon thereafter as possible, and will expire on November 30, 2023. The contract may be extended, at the mutual agreement of both parties, for a further term not to exceed 6 months.

## 10. SCHEDULE

Task / Activity	Start (M/D/Y)	End (M/D/Y)	Responsible
Initial meeting with Team Manager to clarify objectives and context - meeting may be via tele/videoconference	7/5/2023	7/5/2023	Contractor/Team Manager
Draft Executive Summary	9/8/2023	9/8/2023	Contractor
Draft Overview Report	9/8/2023	9/8/2023	Contractor

Draft Technical Report	9/22/2023	9/22/2023	Contractor
Final Report	11/3/2023	11/3/2023	Contractor

**11. STAKEHOLDER ENGAGEMENT**

The Contractor shall collect input from a defined set of stakeholder groups including:

- MTS and FSD staff members; and
- contractors.

Additional stakeholder groups may be approved by the Steering Committee upon recommendation of the Contractor.



## SECTION 3 PROPOSAL EVALUATION CRITERIA

### 1. MANDATORY REQUIREMENTS

The GNWT has several requirements that are deemed Mandatory when submitting a response to this RFP. **Failure to comply with the mandatory requirements will result in disqualification of the Proponent's Proposal and removal of the Proposal from further considerations during the Competitive Selection Process.**

The GNWT has identified the following criteria to be mandatory and therefore critical to the success of the project:

1. Proposals **must** be received prior to the specified Proposal Submission Deadline, in accordance with the Proposal Submission Methods set out in Section 1, item 1.3.
2. Proposals must clearly state the total proposed fees and expenses.
3. Prices proposed must be stated in actual dollars and cents, expressed in Canadian funds.

### 2. RATING

Proposals will be evaluated and rated by an evaluation committee, using the predetermined criteria set out in sub-section 3.4, to determine which Proposal potentially provides the best value to the GNWT.

Detailed ratings and comments will be confidential however, once the contract has been executed, a Proponent can ask for their own detailed rating and comments and the names and total rating of the other Proponents.

In terms of relative importance, each criterion is given a pre-assigned weight, as outlined on the Proposal Rating Schedule provided in sub-section 3.4, by which each Proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10 (see Table 1). Each criterion's rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission. This procedure is repeated for each of the responsive Proposals.

The highest total score will determine the Proposal that potentially provides the best value to the GNWT.

Table 1

Scoring Legend (Unit Points)				
0	1-3	4-6	7-8	9-10
<b>Deficient</b> – the Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has little merit and fails to Demonstrate that the work will be performed in an acceptable manner.	<b>Poor</b> – the Proposal fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has some merit, but there are significant weaknesses that could result in unacceptable shortcomings in performance of the work.	<b>Fair</b> – the Proposal barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Proposal has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcomings in performance of the work.	<b>Good</b> – the Proposal reasonably Demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The Proposal is comprehensive but there are minor weaknesses that should not significantly impact performance of the work.	<b>Excellent</b> – the Proposal fully Demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.

### 3. EVALUATION PROCESS

The GNWT will evaluate Proposals in accordance with the Proposal Rating Schedule provided in Section 3.4.

This RFP has detailed guidelines regarding the format of Proposal submissions. Proponent should ensure they thoroughly review Section 4 (Response Guidelines) when preparing their Proposal.

The evaluation process shall consist of the following stages:

- **Stage 1: Review of Mandatory Requirements:**

Each Proposal will be reviewed by the GNWT to ensure compliance with the stated mandatory requirements.

- **Stage 2: Evaluation of Rated Requirements:**

Rated Requirements Criterion:

- 1) Team
  - (a) Project Lead / Manager
  - (b) Accounting / Business Advisory
  - (c) Corporate Governance
  - (d) Marine Industry
  - (e) Support and Backup
- 2) Methodology / Approach
  - (a) Understanding of the Work
  - (b) Approach to Completing SOW

- (c) Schedule
- (d) Stakeholder Engagement

The evaluation of the rated requirements shall consist of a detailed review of the Proposal to determine the extent to which to the Proposal addressed the requirements set out in this RFP.

- **Stage 3: Evaluation of Fees and Expenses:**

The GNWT will utilize a Lowest Cost Ratio approach to evaluate the total proposed fees and expenses of each Proposal.

Lowest Cost Ratio is an evaluation approach whereby the Proposal with the lowest cost receives the maximum points available and all other Proposals receive a percentage of the points based on their cost relation to the lowest. This is determined by applying the following formula:

$(\text{Lowest Cost} / \text{Cost Being Evaluated}) \times (10) = \text{Awarded Points}$

- **Stage 4: Application of the Business Incentive Policy:**

Please refer to Section 4 (Response Guidelines) item 4 for information regarding the Business Incentive Policy.

**4. PROPOSAL RATING SCHEDULE**

Item	Rating Criteria	Assigned Weight (a)	Unit Points Awarded (b)	Total Points (a) x (b) = (c)
<b>Document 1 - Technical</b>				
1.	<b>Team</b>			
	1A	Project Lead/Manager	5	
	1B	Accounting/Business Advisory	5	
	1C	Corporate Governance	5	
	1D	Marine Industry	5	
	1E	Support and Backup	5	
2.	<b>Methodology / Approach</b>			
	2A	Understanding of the Work	10	
	2B	Approach to completing SOW	15	
	2C	Schedule	5	
	2D	Stakeholder Engagement	5	
<b>Document 2 - Financial</b>				
3.	<b>Fees and Expenses (Note 1)</b>	20		
4.	<b>Business Incentive Policy: NWT (Note 2)</b>	15		
5.	<b>Business Incentive Policy: Local (Note 3)</b>	5		
<b>Total Score</b>		<b>100</b>		<b>_____ / 1000</b>

- Note 1: Fees will be rated as proposed, no adjustment for the Business Incentive Policy (BIP). Items 4 and 5 will be used for the BIP rating.
- Note 2: Unit points will be awarded based on the percentage of the dollar value of NWT content that will be involved in the provision of the goods, labour, and services proposed in the Substantiation of BIP Adjustment, NWT and Local Content Form.
- Note 3: Unit points will be awarded based on the percentage of the dollar value of Local content that will be involved in the provision of the goods, labour, and services proposed in the Substantiation of BIP Adjustment, NWT and Local Content Form.

## SECTION 4 RESPONSE GUIDELINES

Except as noted, the following information should be provided in each Proposal. As this information will be utilized in evaluating each responsive Proposal submitted, Proponents are encouraged to use the same headings to present their offer.

To assist in responding to this call for Proposals, The Proponent's Guide: Responding to a Request for Proposals can be viewed through the following link:

[https://www.fin.gov.nt.ca/sites/fin/files/proponents\\_guide\\_to\\_rfp\\_process.pdf](https://www.fin.gov.nt.ca/sites/fin/files/proponents_guide_to_rfp_process.pdf)

### PROPOSAL FORMAT RESTRICTIONS

Proposals should be submitted in PDF format using a minimum font size of 10 point and a maximum size of 12 point (with the exception of headings which can be a larger size).

The Proposal length for the Technical Submission (see format below) is limited to 20 pages in letter size (8.5" x 11") page format. This page limit excludes the cover page, a one-page cover letter/introduction, the table of contents, the Gantt chart, organizational chart and resumes for key personnel, but includes any unsolicited supplementary information such as corporate brochures or other attachments. Resumes for key personnel are limited to 2 pages each. Proposals should not include links to websites or other resources as these will not be reviewed or considered.

The Proposal length for the Financial Submission (see format below) is limited to 2 pages in letter size (8.5" x 11") page format. This page limit excludes the Substantiation of BIP Adjustment Forms but includes any unsolicited supplementary information such as corporate brochures or other attachments.

While the Proposal size limit is not a mandatory requirement, the GNWT will disregard any pages of the Proposal that exceed the page limit.

Proposals should be submitted in the following format:

#### Document 1 - Technical Submission

- Cover Page
  - Proponent's name
  - Proposal reference number
  - Project title
  - Proponent contact person, including:
    - Phone number
    - Email address
    - Mailing address
    - Physical address
- Cover Letter / Introduction / Executive Summary
- Table of Contents
- The Main Body
  - Team
    - Project Lead/Manager
    - Accounting / Business Advisory
    - Corporate Governance
    - Marine Industry
    - Support and Backup
  - Methodology / Approach

- Understanding of the Work
- Approach to Completing SOW
- Schedule
- Stakeholder Engagement
- Appendix A – Resumes
- Appendix B – Gantt Chart
- Appendix C – Organizational Chart

**Document 2 – Financial Submission**

- Fees and Expenses
- Substantiation of BIP Adjustment Forms

<b>1. TEAM</b>	
<p>The same individual(s) may be assigned to multiple roles, however, please address each section/role separately, and in accordance with the below response instructions.</p> <p>Please specifically identify which team members would be involved with the stakeholder engagement.</p>	
<b>1A</b>	<p><b>Project Lead/Manager</b></p> <p>The Project Lead/Manager should be a senior resource who has led teams in the planning, management and quality assurance of analysis, and coordination of team activities. The Project Team Lead/Manager should possess ten years of directly related project management training and experience, a Project Management Professional or Certified Management Consultant designation will be considered an asset.</p> <p>Proposals should include:</p> <ul style="list-style-type: none"> <li>• Two-page resume/Curriculum Vitae (CV) showing how the individual’s experience relates to this project and the particulars of this industry and operating environment.</li> <li>• Estimated time the individual is expected to put into the project.</li> <li>• Three reference projects completed within the last 10 years, including how the projects compare and contrast to this project.</li> <li>• The permanent residence of the individual (City/Town and Province/Territory).</li> </ul>
<b>1B</b>	<p><b>Accounting / Business Advisory</b></p> <p>The Accounting / Business Advisory resource(s)/personnel should be Chartered Professional Accountant(s) or Certified Auditor(s) or related field with ten years of experience in projects of similar nature in areas of corporate finance, business process, financial modeling and/or internal control projects.</p> <p>Proposals should include:</p> <ul style="list-style-type: none"> <li>• Two-page resume/CV for each person involved in this discipline showing how the individuals’ experience relates to this project and the particulars of this industry and operating environment.</li> <li>• Estimated time the individual is expected to put into the project.</li> <li>• Three reference projects completed within the last 10 years, including how the projects compare and contrast to this project.</li> <li>• The permanent residence of the individual (City/Town and Province/Territory).</li> </ul>

<p><b>1C</b></p>	<p><b>Corporate Governance</b></p> <p>The Corporate Governance resource(s)/personnel should have ten years of experience in the areas of corporate governance, including oversight and accountability, strategy setting, and enterprise risk management. Experience establishing, supporting and/or reviewing corporate governance, oversight and accountability, strategy setting and enterprise risk management for state-owned enterprises/crown corporations should also be included in the Project Team.</p> <p>Proposals should include:</p> <ul style="list-style-type: none"> <li>• Two-page resume/CV for each person involved in this discipline showing how the individuals' experience relates to this project and the particulars of this industry and operating environment.</li> <li>• Estimated time the individual is expected to put into the project.</li> <li>• Three reference projects completed within the last 10 years, including how the projects compare and contrast to this project.</li> <li>• The permanent residence of the individual (City/Town and Province/Territory).</li> </ul>
<p><b>1D</b></p>	<p><b>Marine Industry</b></p> <p>The Marine Industry resource(s)/personnel should have ten years of senior operational and/or management experience in the field of shipping and marine transportation preferably or related logistics industry (e.g., rail, air), with an understanding of the requirements of the logistics industry, and the current opportunities and challenges of the industry.</p> <p>Proposals should include:</p> <ul style="list-style-type: none"> <li>• Two-page resume/CV for each person involved in this discipline showing how the individuals experience relates to this project and the particulars of this industry and operating environment.</li> <li>• Estimated time the individual is expected to put into the project.</li> <li>• Three reference projects completed within the last 10 years including how projects compare and contrast to this project.</li> <li>• The permanent residence of the individual (City/Town and Province/Territory).</li> </ul>
<p><b>1E</b></p>	<p><b>Support and Backup</b></p> <p>Identify who will provide support and backup to key personnel. Explain how they will perform support/backup services to ensure continuity of services and/or progress of work. Describe why each individual is qualified to act as backup or support to key personnel.</p> <p>Proposals should include:</p> <ul style="list-style-type: none"> <li>• Two-page resume/CV for each individual showing how their experience relates to the project and the particulars of this industry and operating environment.</li> <li>• The permanent residence of each individual (city/town and province/territory).</li> </ul>
<p><b>2. METHODOLOGY</b></p>	
<p><b>2A</b></p>	<p><b>Understanding of the Work</b></p> <p>Proponents should demonstrate their understanding of the project objectives, the problem to be solved, the level of complexity and identify the significant factors and challenges involved.</p>

<b>2B</b>	<p><b>Approach to Completing Scope of Work</b></p> <p>Proposals should clearly identify how the primary operational objective has been incorporated into the approach to the project and should identify the interlinkages and sequences for the tasks outlined in the Scope of Work.</p> <p>Proponents should demonstrate knowledge and understanding of the governance model options included in the Scope of Work - the differences between the models and an understanding of the environments where the models are typically used.</p> <p>Proponents should provide details on how the required resources will be managed and coordinated to achieve the project objectives and ensure high quality deliverables.</p> <p>Proposals should include how the identified GNWT Resources will be utilized while recognizing and minimizing the project’s impact on MTS and FSD staff and operations.</p>
<b>2C</b>	<p><b>Schedule</b></p> <p>The project schedule should be detailed and take into consideration the outlined project milestones and ensure that the schedule aligns with the Proponent’s proposed approach for the performance of the services. The schedule should also include client reporting and communication and other significant events or activities. The schedule should be presented in a Gantt chart format.</p>
<b>2D</b>	<p><b>Stakeholder Engagement</b></p> <p>Proponents should explain / demonstrate how MTS and FSD staff members, and contractors will be engaged as part of the work.</p>

**3. FEES AND EXPENSES**

<b>3A</b>	<p><b>Fees and Expenses</b></p> <p>Proposals <b>must</b> clearly state a total proposed fee, including reasonable estimates for all applicable expenses.</p> <p>Proposals should also provide a breakdown of the proposed fees and estimated expenses in a format substantially similar to the following (add or delete rows as necessary, the roles and expense types are examples):</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6" style="background-color: #e0e0e0;">Personnel</th> </tr> <tr> <th style="width: 33%;">Role</th> <th style="width: 15%;">Name</th> <th style="width: 15%;">Residence (City/Town)</th> <th style="width: 10%;">Hourly Rate</th> <th style="width: 10%;">Hours</th> <th style="width: 12%;">Total</th> </tr> </thead> <tbody> <tr> <td>Project Lead/Manager</td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Accounting/Business Advisory</td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Corporate Governance</td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Marine Industry</td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td>Other</td> <td></td> <td></td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">\$</td> </tr> <tr> <td colspan="5" style="text-align: right;">Total Proposed (A)</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table>	Personnel						Role	Name	Residence (City/Town)	Hourly Rate	Hours	Total	Project Lead/Manager			\$		\$	Accounting/Business Advisory			\$		\$	Corporate Governance			\$		\$	Marine Industry			\$		\$	Other			\$		\$	Total Proposed (A)					\$
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Total Proposed (A)					\$																																												



If, based on the Proponent’s methodology/approach, travel or other expenses would be incurred, provide an estimate for those expenses in the following format:

Estimated Expenses		
Type	Description (dates, duration, location, etc.)	Estimated Total
Accommodations		
Flights		
Employee Per Diems		
Printing		
Telecommunication		
Equipment & Vehicle Rentals		
Total Estimated Expenses (B)		

The total to be used for evaluation the evaluation of Fees and Expenses will be based on: (A) + (B)

If the successful Proponent (the “Contractor”) is required to travel in order to perform the services, the GNWT shall reimburse the Contractor for reasonable approved expenses incurred for transportation (including by means of taxi) and accommodation expenses, and the Contractor shall include with the appropriate account rendered to the GNWT original receipts for all such expenses. Transportation by air shall consist of economy class airfare, unless unavailable and prior approved.

Meals incurred while traveling for the purpose of providing the services shall be reimbursed, without receipts, based on the then current rates paid by the GNWT to its own employees. The present rates can be found at <https://my.hr.gov.nt.ca/employee-services/travel/duty-travel/duty-travel-rates>

No other charges or expenses incurred by the Contractor will be paid except with the prior written authorization of the GNWT.

**Please Note:**

- Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.
- Fees should not include GST.
- If a Proponent does not follow the above noted response instructions and instead proposes their Fees and Expenses in a way/format that cannot be evaluated in accordance with the evaluation formula set out in Section 3.3, the Proposal may be rejected or receive a score of zero for the Fees and Expenses portion of the Proposal evaluation.

**4. REFERENCES**

**4A** Proponents are to provide names, telephone numbers and e-mail addresses for references.  
 Only those references of Proponents who are short-listed may be contacted to determine the level of satisfaction with work performance.  
 The GNWT reserves the right to obtain references and conduct reference checks of the Proponent from sources other than those given in the Proposal.

**5. NWT / LOCAL CONTENT (BIP)**

**5A** In accordance with paragraph 3.22 of Section 1, in order to receive credit under the Government of the Northwest Territories (GNWT) Business Incentive Policy (BIP), proponents must identify the dollar value of their Labour, Goods, and Services, as well as that of all subcontractors and suppliers proposed. If the

following forms are not submitted with a proposal or are incomplete or improperly completed, the proponent will not receive appropriate credit.

Credit under the BIP for the NWT and Local Labour Content, which is involved in the provision of the services, will be allowed for any company, whether BIP registered or not, based on the amounts entered in the space identified for local and NWT labour.

Please note:

- The information provided forms the basis for determining the value of NWT and Local Content of the Proposal.
- It is the responsibility of the Proponent to provide accurate and complete information on the forms provided. Failure to do so will affect the amount of BIP credit received.
- The GNWT will not be held responsible for errors or omissions contained in a proposal.
- Any questions regarding the application of the BIP for this RFP are to be directed to the GNWT Contact Person, as indicated in Section 1.
- The BIP requires detailed costing of: 1) Labour, 2) Services, and 3) Goods, as outlined in the forms.
- 'Local' for the purposes of the BIP Adjustment is identified in Section 1 of this RFP.
- The GNWT reserves the sole right to seek clarification or substantiation, before the contract is awarded, from Proponents regarding the amounts provided on the NWT and Local Content form(s). In the event the GNWT seeks clarification or substantiation and the Proponent does not respond within a time frame fixed by the GNWT, the Proponent will not receive any BIP Adjustment for the area in question.
- Proposal amendments must be submitted with supplementary appendices indicating ONLY increases or decreases in Local, NWT, or Non-BIP Content.
- Photocopies of the BIP form(s) may be made as required. Submit and number all pages included with the Proposal.
- The GNWT BIP Registry is located online at: [www.bipregistry.nt.ca](http://www.bipregistry.nt.ca)

**To Complete LABOUR and SERVICES Information:**

- a) Indicate the complete legal business name. If a business is BIP registered, use the name as it is listed on the GNWT BIP Registry. Do not use abbreviations or acronyms.
- b) Indicate the dollar value of labour provided by residents of the stated Local Community and the associated costs.
- c) Indicate the dollar value of NWT Resident Labour and the associated costs. Do not include Local Content in this value.
- d) Indicate the dollar value of Non-BIP labour and the associated costs. Include costs from outside the NWT and NWT content not listed on the BIP Registry.
- e) Indicate the dollar value of Local Services. For subcontractor costs it is a requirement to break out labour from the total cost.
- f) Indicate the dollar value of NWT Services. Do not include Local Content in this value.
- g) Indicate the dollar value of Non-BIP Services. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- h) Indicate the Total dollar value for each line item. (i.e.: Local + NWT + Non-BIP)

**To Complete GOODS Information:**

In order to receive credit under the GNWT BIP, for NWT content, the Proponent or their proposed goods supplier, must be an approved supplier under the BIP for the goods commodity type identified.

In order to receive the BIP Adjustment for local content, the Proponent or their proposed goods supplier, must also be an approved local supplier for the community or communities that are identified as local in Section 1 of the RFP, unless otherwise stated.

- a) Indicate the complete legal business name. If a business is BIP registered, use the name as it is listed on the BIP Registry. Do not use abbreviations or acronyms.
- b) Do not include labour costs in these values.
- c) Indicate the dollar value of Local Content.
- d) Indicate the dollar value of NWT Content. Do not include Local Content in this value.
- e) Indicate the dollar value of Non-BIP Content. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- f) Indicate the total dollar value for each line item (i.e. Local + NWT + Non-BIP).

An electronic version of the Substantiation of BIP Adjustment forms can be found through the following link: <https://www.fin.gov.nt.ca/en/services/procurement-shared-services/forms>

To assist Proponents with the preparation of the BIP forms, a sample (completed) form as well as the methodology used to evaluate NWT and local content, is available through the following link:

<https://www.fin.gov.nt.ca/en/services/procurement-shared-services/forms>

**The Grand Total (A) Services + (B) Goods) must equal the proponents TOTAL PRICE for the proposed work.**

Substantiation of BIP Adjustment NWT and Local Content Form - SERVICES					
Proponent:			Event ID:		
LEGAL BUSINESS NAME (or as listed on the GNWT BIP Registry)	CONTENT TYPE	LOCAL CONTENT	NWT CONTENT	NON-BIP CONTENT	SUB-TOTALS
<b>SERVICES:</b>					
Proponents Costs (No Subcontractor / Service Costs should be included here.)	Labour Costs (Own Workforce)				
	Other Non-Labour Costs of Proponent				
<b>Subcontractors / Services Costs:</b> <b>Provide the Legal Business Name (or the Name as listed on the GNWT BIP Registry).</b> Subcontractors / Services means all services and includes, but is not limited to: accounting, accommodations, hotels, airfares, transportation, rentals, insurance, permits, printing, fees and legal, architectural, engineering, mechanical, design, consulting, or custodial services.					
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
	Labour Costs				
	Non-Labour Costs				
<b>SUB-TOTALS</b>					
<b>(A) TOTAL (SERVICES)</b>					

Substantiation of BIP Adjustment NWT and Local Content Form - GOODS					
Proponent:		Event ID:			
LEGAL BUSINESS NAME (or as listed on the GNWT BIP Registry)	Commodity Type	LOCAL CONTENT	NWT CONTENT	NON-BIP CONTENT	SUB-TOTALS
<b>GOODS:</b>					
<b>Subcontractors / Goods Costs:</b> Provide the Legal Business Name (or the Name as listed on the GNWT BIP Registry) along with the commodity product listing they are approved for and providing to the proponent for the contract.					
<b>SUB-TOTALS</b>					
				<b>(B) TOTAL (GOODS)</b>	
				<b><u>GRAND TOTAL (A + B)</u></b>	
<b>GRAND TOTAL must equal the total price for all proposed work.</b>					

## **SECTION 5 PRO-FORMA CONTRACT**

The following Pro-Forma Contract outlines key contractual requirements of the GNWT, which are considered important to the GNWT and will be substantially in this form and incorporated into any resultant contract.

THIS AGREEMENT MADE this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
(the "Effective Date")

BETWEEN:

THE GOVERNMENT OF THE NORTHWEST TERRITORIES  
as represented by the Department of \_\_\_\_\_  
(the "GNWT")

AND:

(CONTRACTOR)  
of the City of \_\_\_\_\_ in the \_\_\_\_\_  
(the "Contractor")

(hereinafter referred to collectively as the "Parties" and individually as a "Party")

WHEREAS the GNWT issued a Request for Proposals, reference number: 000006668 (the "RFP"), for [description of services];

AND WHEREAS the Contractor responded to the RFP by way of a formal proposal (the "Proposal") dated [Click here to enter a date];

AND WHEREAS the Parties have agreed to enter into this Services Agreement in which the Contractor will provide certain Services in accordance with the terms hereof;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and the exchange of other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

**DEFINITIONS:**

In this Agreement, including the Appendices, unless the context otherwise requires, or unless expressly stated:

"Agreement" means this agreement and the attached appendices;

"Access to Information and Protection of Privacy Act" means the Access to Information and Protection of Privacy Act, S.N.W.T.1994, c.20;

"Financial Administration Act" means the Financial Administration Act, S.N.W.T. 2015, c.13;

"Main Body" of the Agreement means this Agreement minus the appendices;

**1. SERVICES AND PAYMENT:**

- 1.1. The Contractor agrees to provide to the GNWT those services set out in the Terms of Reference (attached as Appendix "[ ]") and the relevant sections of the Contractor's proposal (attached as Appendix "[ ]"), to the full satisfaction of the GNWT (hereinafter the "Services").
- 1.2. The Services shall be provided by the Contractor at the rate mutually agreed to by both Parties and attached as Appendix "[ ]", and except as may be agreed upon between the GNWT and the Contractor, the total amount payable to the Contractor for fees shall not exceed [ ] Dollars [ ]).

- 1.3. The GNWT agrees to pay the Contractor, in addition to the Contractor's fees, the expenses set forth in Appendix " " attached hereto.
- 1.4. From time to time, the GNWT may add to, delete from, or revise the Services by providing written notice to the Contractor, providing such additions, deletions, or revisions are reasonable and do not fundamentally alter the Agreement and the Contractor, in consultation with the GNWT, shall determine how such additions, deletions or revisions shall be implemented.
- 1.5. The Contractor and the GNWT have mutually agreed upon the following terms:

## 2. TERM:

- 2.1. This Agreement shall commence on the Effective Date and shall continue in force until [REDACTED] unless otherwise terminated or extended in accordance with the terms of this Agreement.
- 2.2. This Agreement may be extended, at the sole discretion of the GNWT, for [REDACTED] additional terms of one (1) year each.

## 3. ENTIRE AGREEMENT:

- 3.1. This Agreement and the attached appendices hereto comprise the entire agreement between the Parties hereto and supersede and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the Parties relating to the Services. Where there is a conflict between the Main Body of this Agreement and any of the appendices, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict. In the event of a conflict between the Request for Proposal and the Contractor's proposal, the terms of the Request for Proposal shall prevail.

## 4. CONTRACTOR RESPONSIBILITIES:

- 4.1. The Contractor shall defend, indemnify, and hold harmless the GNWT, its Ministers, officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related wholly or partially to the acts or omissions of the Contractor in its performance of this Agreement. The obligation to indemnify and hold harmless shall not apply to the extent that a court of competent jurisdiction finally determines that such losses or damages were caused by the intentional or negligent acts or omissions of the GNWT, its Ministers, officers, employees, servants or agents.
- 4.2. The Contractor shall be liable to the GNWT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the Agreement whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 4.3. The Contractor shall not assign, transfer or sub-contract any of the Services, or any part thereof, to any Party without written consent from the GNWT. If, with the consent of the GNWT the Services or any part thereof is performed by a sub-contractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this Agreement, the Contractor acknowledges that the consent in writing of the Comptroller General of the GNWT must be obtained for such assignment in accordance with s.130(3) of the *Financial Administration Act*.
- 4.4. The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Contractor in its performance of the Services under this Agreement.
- 4.5. The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits and licences required for its performance of the Services.
- 4.6. The Contractor will not provide any Services to any person in circumstances, which, in the reasonable opinion of the GNWT, would likely give rise to a conflict of interest between the



Contractor's obligations to that person and the Contractor's obligations to the GNWT under this Agreement.

- 4.7. Upon completion of the Services the Contractor shall deliver to the GNWT, if requested in writing, in addition to anything specifically required herein, all correspondence, documents, papers and property belonging to the GNWT which may come into the Contractor's possession or control by virtue of this Agreement.
- 4.8. The Contractor declares that the Contractor has no pecuniary interest in the business of any third Party that would cause a conflict of interest in carrying out the Services. In the event such an interest is acquired, in the GNWT's opinion, during the life of this Agreement the Contractor shall be required to remedy the conflict of interest forthwith to the GNWT's full satisfaction. If the Contractor refuses to remedy the conflict of interest the GNWT may terminate this Agreement.

## 5. FINANCIAL PROVISIONS:

- 5.1. Upon completion of the Services, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Services, whichever is later. Invoices from Northern Contractors (as defined by the GNWT Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Services, whichever is later.
- 5.2. The Contractor may invoice the GNWT from time to time. All accounts shall be itemized giving details with dates, activities and time spent on each activity. The amounts will be based upon the Contractor's rates as represented in Appendix "A".
- 5.3. The Contractor shall, with the submission of each invoice claim, deliver to the GNWT a completed Substantiation of BIP Content Report form and Statutory Declaration form, if the total value of the contract exceeds \$500,000.00.

Invoices that do not have a Substantiation of BIP Content Report form and Statutory Declaration form will be returned to the Contractor and may encounter delay in payment. Microsoft Excel versions of these forms can be accessed at: <https://www.fin.gov.nt.ca/en/services/procurement-shared-services/forms>

- 5.4. All invoices are to be addressed and sent to:

Financial Shared Services  
Government of the Northwest Territories  
P.O. BAG SERVICE 1511  
YELLOWKNIFE, NT X1A 2R3

Email: [financial\\_shareservices@gov.nt.ca](mailto:financial_shareservices@gov.nt.ca)

Invoices should clearly indicate the reference number [Click here to enter text](#) to avoid delay in payment. Invoices that do not indicate the reference number may be returned to the Contractor.

- 5.5. Payment is subject to Section 97 of the *Financial Administration Act*, S.N.W.T. 2015, c.13, as amended, which reads as follows:

"It is a condition of every contract and other agreement made by or on behalf of Government requiring an expenditure that an expenditure pursuant to the contract or agreement will be incurred only if there is a sufficient uncommitted balance in the appropriation for the department for the Government fiscal year in which the expenditure is required under the contract or agreement"

- 5.6. The GNWT certifies that the Services to be purchased from the Contractor will be purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred in providing the Services if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the

provision of the Services to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Services.

5.7. The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the GNWT, the Contractor has failed to comply with or has in any way breached an obligation of the Agreement. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.

5.8. The GNWT may set off any payment due to the Contractor pursuant to this Agreement against any monies owed by the Contractor to the GNWT only in accordance with Section 57 of the NWT *Financial Administration Act*, which provides that:

The Comptroller General may retain money by way of deduction or set-off out of money payable to a person by Government out of the Consolidated Revenue Fund or by a public agency, if (a) that person owes money to Government or a public agency; (b) Government or a public agency has made an overpayment to that person; or (c) that person received an accountable advance and has not repaid or accounted for it.

5.9. The GNWT may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the Services pay any amount, which is due and payable to the Contractor under the Agreement, if any, directly to the obligee of and the claimants against the Contractor or subcontractor.

## **6. TERMINATION:**

6.1. The GNWT may terminate this Agreement at any time in the event that, in the opinion of the GNWT, the Contractor is unable to perform the Services, the Contractor's performance of the Services is faulty, the Contractor becomes insolvent or commits an act of bankruptcy, any actual or potential labour dispute delays or threatens to delay timely performance of the Services, or the Contractor defaults or fails to observe the terms and conditions of the Agreement in any material respect.

## **7. CONFIDENTIALITY:**

7.1. The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this Agreement, is confidential and shall be treated as confidential during and after the term of this Agreement and shall not be divulged, released or published without the prior written approval of the GNWT.

## **8. GENERAL TERMS:**

8.1. This Agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.

8.2. The Contractor is an independent Contractor, and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and Payroll Tax.

8.3. There shall be no waiver of a breach of any term or condition of this Agreement unless the waiver is in writing and signed by the Party, which has not committed the breach. A waiver with respect to any specific breach shall not affect the rights of the Parties relating to other or future breaches.

8.4. The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or sub-contractors for any loss, damage or injury (including death) or for any loss or damages to the property of the Contractor, or property of others for which the Contractor is responsible, however arising or in any manner based upon, arising from or attributable to the performance of this Agreement; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.

- 8.5. This Agreement may be amended, extended or renewed in writing only.
- 8.6. It is intended that all provisions of this Agreement shall be fully binding and effective between the Parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatsoever, then that particular provision shall be deemed severed from the remainder of this Agreement and all other provisions shall remain in full force.
- 8.7. Time is of the essence of this Agreement, both with respect to times, dates, or periods specified in the Agreement; and at any times, dates, or periods that may be substituted for any of those in the Agreement, by agreement between the GNWT and the Contractor.
- 8.8. If the Contractor is delayed in the performance of the Services as a result of new COVID-19 measures that were not foreseen at the time of the bid that negatively impact the Contractor, the Contractor may notify the GNWT and the timelines in the Agreement, including the completion date, shall be extended for such reasonable time as the Owner may recommend in consultation with the Contractor. The Contractor shall not be entitled to payment for costs incurred by such delays.
- 8.9. No implied terms or obligations of any kind by or on behalf of either Party to this Agreement shall arise from anything in the Agreement and the express covenants and agreements therein contained and made by the Parties to this Agreement are the only covenants and agreements upon which any rights against the Parties are to be founded.
- 8.10. The failure of either Party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that Party to require the subsequent performance of that provision or requirement.
- 8.11. All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of the GNWT subject to limited and specific exemptions.
- 8.12. The provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive any termination or expiration of this Agreement.
- 8.13. Title to any report, drawing, photograph, plan specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, Services or materials which are produced by the Contractor in performing the Agreement or conceived, developed or first actually reduced to practice in performing the Agreement (herein called "the property") shall vest in the GNWT and the Contractor hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.
- 8.14. The Parties and their employees, agents and representatives shall observe and be bound by the Harassment Free and Respectful Workplace Policy of the GNWT as it applies to this Agreement. A copy of the Harassment Free and Respectful Workplace Policy can be found at the following website:  
<https://www.fin.gov.nt.ca/en/resources/harassment-free-and-respectful-workplace-policy>  
The Contractor shall, upon the request of the GNWT, remove from any place where the Services under this Agreement are being performed, any person employed by the Contractor for the purpose of this Agreement who, in the opinion of the GNWT, has violated the Harassment Free and Respectful Workplace Policy.
- 8.15. This Agreement shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
- 8.16. The Contractor shall keep proper accounts and records of this Agreement for a period of three (3) years after the expiry of this Agreement. At any time during the term of this Agreement, or the three (3) years after the expiry of this Agreement, the Contractor, upon request of the GNWT shall produce such accounts and records.

- 8.17. In the event the Contractor is, in the opinion of the GNWT, in default in respect of any of the obligations under this Agreement hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
- 8.18. References to a statute or regulation shall be a reference to such statute or regulation, as amended or re-enacted from time to time and every statute or regulation that may be substituted therefore, and to all subsidiary instruments made pursuant to such statute or regulation.
- 8.19. In accordance with the Northwest Territories Manufactured Products Policy, the Contractor is required to utilize, whenever possible, approved Northern Manufacturers for any products that comply with specifications and applicable codes. The Approved Northern Manufacturers Product List may be viewed at: <http://www.iti.gov.nt.ca/en/services/nwt-manufactured-products-policy>
- 8.20. There shall be no presumption that any ambiguity in this Agreement is resolved in favour of either Party, and the *contra proferentem* rule shall not be applied in interpretation of this Agreement.

## 9. INSURANCE

- 9.1. The Contractor shall, without limiting its obligations or liabilities hereunder, obtain, maintain, and pay for during the currency of the Agreement, and any renewal hereof, the following insurance with limits not less than those shown:
- a) Workers' Safety and Compensation Commission (WSCC) insurance covering all employees engaged in the Services in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the GNWT.
  - b) Employer's liability insurance with limits not less than \$500,000.00 for each accidental injury to or death of the Contractor's employee engaged in the Services. If WSCC insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Commercial General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
  - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this Agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to buses used by the Contractor in the performance of this Agreement limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
  - d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this Agreement with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
  - e) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
    - Products & Completed Operations Liability \*
    - contractor's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage

- Personal Injury Liability
- Cross Liability
- Medical Payments
- Non owned Automobile Liability \*
- Contingent Employers Liability \*
- Employees as Additional Insured \*

\* WHERE APPLICABLE

- f) Professional Liability Insurance, if applicable, with limits of not less than one million dollars (\$1,000,000.00) per claim and two million dollars (\$2,000,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this Agreement.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000.00, covering the property of the GNWT while in the care and custody of the Contractor during any transit, warehousing and delivery services required in the performance of this Agreement.

All policies shall provide that thirty days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

Limits required may be obtained with primary policies or a combination of primary and excess/umbrella coverage.

The policies shall name the GNWT and all subcontractors as additional insured only with respect to the terms of this Agreement (except on WSCC insurance and Professional Liability insurance) and shall extend to cover the employees of the insured hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the GNWT prior to commencing with the Services a certificate of insurance evidencing the insurance(s) required by this Agreement in a form satisfactory to the GNWT and with insurance companies licensed to conduct business in Canada that are satisfactory to the GNWT.

**10. NOTICE AND ADDRESS**

10.1. All notices between the GNWT and the Contractor may be sent by registered or certified mail, email, or by facsimile transmission, addressed to the Party to whom it is sent at the address shown below or such other address as either Party may specify to the other in writing. All notices, invoices or other documents shall be deemed to have been received on the date of delivery, when transmitted by email or facsimile transmission; or on the fifth business day, when sent by registered or certified mail.

i. If to the Government of the Northwest Territories:

[Click here to enter title](#)

[Click here to enter division](#)

[Click here to enter department](#)

**Government of the Northwest Territories**

[Click here to enter street address](#)

**P.O. BOX 1320**

**YELLOWKNIFE, NT X1A 2L9**

**Attention:**

[Click here to enter contact name](#)

**Email:** [Click here to enter email](#)  
**Phone:** (867) [number](#)  
**Facsimile:** (867) [number](#)

ii. If to the Contractor:

[Click here to enter company name](#)  
[Click here to enter street address](#)  
[Click here to enter mailing address](#)  
[Click here to enter city, territory/province and postal code](#)

**Attention:** [Click here to enter contact name](#)

**Email:** [Click here to enter email address](#)  
**Phone:** [number](#)  
**Facsimile:** [number](#)

## 11. COVID-19

- 11.1. The Contractor shall comply with any measures, restrictions, or orders issued by the Chief Public Health Officer of the Northwest Territories, any COVID-19 measures, restrictions, or orders issued by the Government of Canada, and any requirements to wear personal protective equipment (including, but not limited to facemasks), in any facility where the Work is to be performed.

**[The rest of this page has been left blank intentionally. The next page is the signature page.]**

IN WITNESS WHEREOF the Contractor has signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CONTRACTOR**

Per: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Witness

IN WITNESS WHEREOF the GNWT has signed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GOVERNMENT OF THE NORTHWEST TERRITORIES**

Per: \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Witness