

REQUEST FOR PROPOSALS

COMBINED DAY CENTRE AND SOBERING CENTRE

Reference Number: CDCSC-001
Northwest Territories Health and Social Services Authority
Yellowknife, Northwest Territories

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The Northwest Territories Health and Social Services Authority (NTHSSA) is requesting proposals from qualified proponents for the provision of services as outlined in the Request for Proposal (RFP).

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SECTION I

General Information and Instructions

1. Proposals **MUST** be received prior to **3:00PM** local time on **July 19th, 2019** at:

Attention: Nathalie Nadeau
Director, Child, Family and Community Wellness, NTHSSA
Joe Tobie Building
5020 – 48th Street
3rd Floor
Yellowknife, NT X1A 2N1
Phone: (867) 767-9106 ext. 40061
Facsimile: (867) 920-3396

PROPOSALS RECEIVED AFTER THE SPECIFIED DEADLINE WILL BE REJECTED AND RETURNED UNOPENED TO THE PROPONENT.

ONE (1) original and **ONE (1)** electronic version in PDF format (on CD, DVD, or flash drive) of the proposal are to be submitted and should include: **PROPONENT'S NAME, PROPOSAL REFERENCE NUMBER, PROJECT TITLE AND CLOSING TIME AND DATE** on the outside of the envelope or package.

It should be noted that Canada Post **DOES NOT** provide door to door delivery service (including priority courier services) to a number of the communities in the Northwest Territories (NWT), including Yellowknife. In some communities, including Yellowknife, Priority Courier Mail and other mail is picked up by a Government of the Northwest Territories (GNWT) Contractor at Canada Post's facilities, then sorted and delivered to the final destination, 1 or more business days later. Proponents can use Canada Post Mail Services (including Canada Post Priority Courier Service) if they choose to, but do so at their own risk. Proposals are not considered received until they are physically delivered, received and date stamped at the location identified in this document.

2. NTHSSA will not be responsible for any proposal that:

- Does not indicate the proponent's name, proposal reference number, project title and closing time and date;
- Is delivered to any address other than that provided above.

3. **Two Envelope Submission**

Proposals should be separated and submitted as follows:

Envelope/Document 1 – Technical Submission

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

Past Relevant Experience
Skills/Knowledge
Methodology/Approach

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

Envelope/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 Envelope/Document 2.

4. Proponents may not amend their proposal after the closing time and date, unless as a result of negotiations commenced by NTHSSA, but may withdraw their proposal at any time.

5. **Proposal Submission Methods**

Proposals may be submitted using one of two methods:

a) **By Hand, Mail or Pre-paid Courier**

Proposals should be submitted using one outer envelope/package and two, separate, sealed, inner envelopes, as follows:

The outermost envelope/package should be sealed and should indicate the Proponent's name, the Proposal Reference Number, the RFP title, and the Proposal Submission Deadline on the outside of the envelope or package.

The following two (2) innermost envelopes/packages should be sealed and should have the Proponent's name, the Proposal Reference Number, the RFP title, and the envelope number on the outside of each envelope/package.

Envelope 1 – Technical Submission

Should contain the original technical Proposal, paper of the Proposal and an electronic version (in PDF).

Envelope 2 – Financial Submission

Should contain the original financial Proposal, paper of the Proposal and an electronic version (in PDF).

Completed Proposals are to be submitted to the location described in Paragraph 1.

c) **By Facsimile Transmission**

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

- the Proposal is received prior to the Proposal Submission Deadline at the facsimile number in Paragraph 1
- the Proponent acknowledges that the NTHSSA cannot guarantee the confidentiality of information contained in a Proposal sent by facsimile transmission.

The NTHSSA shall not accept liability where a Proposal is not

considered by reason that the Proposal submitted in accordance with this Paragraph 1:

- does not indicate the Proponent's name, the Proposal Reference Number, RFP title, or the Proposal Submission Deadline;
- is received after the specified Proposal Submission Deadline; or
- is delivered to any facsimile number other than the one identified in Paragraph 1.

Proposals should be submitted as two separate documents. To accomplish this, facsimiled Proposals should be separated as follows:

Facsimile Cover/Transmission Page

Clearly identify the total number of pages (including both Envelopes 1 and 2), the Proponent's name, the Proposal Reference Number, the RFP title, and the Proposal Submission Deadline

Facsimile Cover Page – Envelope 1 – Technical Submission

Clearly identify the total number of pages (for Envelope 1 only), the Proponent's name, the Proposal Reference Number, the RFP title, the Proposal Submission Deadline, and the envelope number and title (Envelope 1 – Technical Submission).

Facsimile Cover Page – Envelope 2 – Financial Submission

Clearly identify the total number of pages (for Envelope 2 only), the Proponent's name, the Proposal Reference Number, the RFP title, the Proposal Submission Deadline, and the envelope number and title (Envelope 2 – Financial Submission).

Immediately following the transmission of the facsimile, the Proponent is to submit their Proposal following the process set out in Paragraph 1. In the event of any discrepancies or conflicts between the faxed version of the Proposal, and the version of the Proposal submitted following the process set out in Paragraph 1 and received after the Proposal Submission Deadline, the faxed version shall govern.

NTHSSA 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 closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons; and

6. **E-MAIL SUBMISSIONS WILL NOT BE ACCEPTED.**
7. **Proponent Meeting and Site Visit:** A Proponent meeting has been scheduled for:

Date: July 5, 2019
Time: Noon to 1:00 pm
Location: Joe Tobie Building
5020 – 48th Street
3rd Floor, Large Boardroom
Yellowknife, NT X1A 2N1
Dial in: 1-866-292-2100
Code: 5479175

Attendance at this Proponent Meeting is not mandatory, but it is recommended. Material distributed at the Proponent Meeting will be circulated to all potential Proponents through an Addendum following the meeting.

8. If a proposal or amendment contains a defect, or fails to comply with the requirements of this RFP, NTHSSA at its sole discretion reserves the right to accept the proposal if it determines that the defect or failure to comply is not material.
9. This is **NOT** a Request for Tenders or otherwise an offer. NTHSSA is not bound to accept the proposal that provides for the lowest cost or price to NTHSSA nor any proposal of those submitted.
10. 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.
11. NTHSSA reserves the right to negotiate price, scope of work or both with the highest rated proponent.
12. If a contract is to be awarded as a result of this RFP, it shall be awarded to the proponent who is responsible and responsive and whose proposal provides the best potential value to NTHSSA. Responsible means the

capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.

13. If a written contract cannot be negotiated within 30 days of notification of the successful proponent, or such other period as NTHSSA may agree to, in writing, NTHSSA may, at its sole discretion at any time thereafter, terminate negotiations with that proponent, or proponents, and either negotiate a contract with another proponent or choose to cancel this RFP process and not enter into a contract with any of the proponents.
14. 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 this RFP. Proponents are cautioned to thoroughly review the Pro-Forma Contract before incurring the expense of proposal preparation, to ensure that they are capable of meeting the terms and conditions of the contract.
15. 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.
16. NTHSSA 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 NTHSSA as a consequence.
17. Any amendments made by NTHSSA to this RFP will be issued in writing and sent to all parties that have requested the documentation. Proponents may contact the individual listed below, to confirm receipt of any amendments prior to submitting their proposal:

Attention: Steven Janes
Comptroller, Territorial Operations, NTHSSA
4916-47th Street, 3rd Floor Goga Cho Building
P.O. Box 608, Yellowknife, NT X1A 2N5
Phone: (867) (867) 767-9104 ext. 40121
Facsimile: (867) 920-3396

18. NTHSSA is not liable for any costs of preparation or presentation of proposals even if this RFP is cancelled pursuant to paragraphs 12 or 15.
19. An evaluation committee will review each proposal. NTHSSA reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
20. All information, including documents, submitted to NTHSSA will be in the custody and control of NTHSSA 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.
21. One of the priorities of NTHSSA is to ensure local and northern materials; equipment and labour are used to the fullest extent practical on any NTHSSA contract. Therefore, the *Business Incentive Policy (BIP)*, 63.02, applies to this RFP. For purposes of this RFP, NTHSSA specifies that "Local" refers to **YELLOWKNIFE**.

Proponents are required to comply with the requirements of the *BIP*, 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 *BIP* from the web site: www.iti.gov.nt.ca/iea/bip/index.htm or by contacting the BIP Monitoring Office.

22. 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.
23. The proposal and accompanying documentation submitted by the proponents will not be returned.
24. NTHSSA is not subject to the Goods and Services Tax (the "GST").

25. 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 NTHSSA for the term of the contract. A copy of the *Harassment Free and Respectful Workplace Policy* can be found at the following website: <http://www.hr.gov.nt.ca/policy/>.

Further, it will be a term of the resultant contract that the successful proponent shall, upon the request of NTHSSA, 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 NTHSSA, 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.

26. 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 NTHSSA is not satisfied with the manner in which the proponent intends to address such conflicts NTHSSA, in its sole discretion, may refuse to consider the proponent's proposal.
27. NTHSSA reserves the right to disqualify any proponent if any instances, disclosed from any other source, create a conflict of interest.
28. 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 NTHSSA's procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at:

https://www.inf.gov.nt.ca/sites/inf/files/vendor_complaint_process.pdf

29. All questions or enquiries concerning this Request for Proposal; should be made in writing and be submitted no later than **FIVE (5)** calendar days prior to the proposal deadline and should be directed to the individual listed in Paragraph 17.

SECTION II

Terms of Reference

1. **PROJECT IDENTIFICATION**

Combined Day Centre and Sobering Centre

2. **PROJECT PERSONNEL**

Nathalie Nadeau
Director, Child, Family and Community Wellness
Northwest Territories Health and Social Services Authority

3. **DEFINITIONS:**

Harm Reduction:

Harm reduction is a non-judgmental health-centred approach intended to be a progressive alternative to the complete prohibition of certain potentially dangerous substances and generally involves a reduction in dosage (i.e. reducing the amount of alcohol or drugs being used). Harm reduction is both a philosophy and a set of strategies that applies to all substance use, not merely problematic substance use. As a philosophy, harm reduction seeks to minimize or eliminate adverse health, social and economic consequences and risks associated with substance use for individuals or communities without requiring users to abstain.

Homelessness and Dual Diagnosis:

A category of those homeless who are diagnosed both with an addiction problem as well as mental disorder. Homelessness and Dual Diagnosis (HDD) refers to a social subset that makes up a significant proportion of those living on the street. Homelessness is a third diagnosis, as it complicates and amplifies the symptoms of severe mental disorders and substance abuse problems.

4. **BACKGROUND**

The impacts of homelessness, addictions and mental health have been present in Yellowknife for a number of years and have become increasingly visible in public areas and streets within the community. The needs of this vulnerable population have been felt across government and non-government organizations, as they work to provide services to support people experiencing these intertwined, complex social issues.

Yellowknife, as the capital city of the Northwest Territories (NWT), is also the largest city by population in the NWT and up until 1999, served as the capital for the former NWT which included Nunavut. Up until the present time, Yellowknife has continued to experience a steady influx of people from various communities in the NWT and Nunavut. This may be due to a number of factors, including but not limited to the fact that many services continue to be centralized to Yellowknife (i.e. Stanton Territorial Hospital; North Slave Correctional Centre); and numerous non-government organizations (including homeless shelters) that provide both local and territorial services situated in this community.

The NWT, including Yellowknife, also has a large Indigenous population, many of whom are surviving the effects of historic trauma. These cumulative stressors and past traumas continue to impact Indigenous peoples of the NWT with increased risks for poorer health and social problems, including homelessness, addictions and mental health.

Yellowknife, as a Regional Centre, is also an attractive destination for people from the North as well as from southern jurisdictions in search of employment. The NWT as a whole is an attractive jurisdiction for people from all over Canada in terms of employment, education, social and health programs. While many people living in Yellowknife are able to effectively manage the issues of living in an expensive northern city, some people find themselves in a homeless situation.

While significant work has been done to address homelessness, addictions and mental health issues by a number of agencies and interest groups in Yellowknife, a significant population of individuals and families continue to struggle with these complex and often intertwined problems.

There is a basket of services and programs available in Yellowknife intended to address the ongoing needs of individuals and families experiencing homelessness, addictions, mental health and other related social issues. However, there is a service gap in the provision of shelter services for homeless adults who are under the influence of substances and/or alcohol. As such, this particular group has limited access to community services that address their basic needs.

Over the past few years, there has been an increasing tendency for businesses and government offices to lock washrooms and use sound devices and other deterrents to discourage loitering as a mechanism for controlling public access and discouraging the presence of people with issues such as homelessness, addictions and mental health.

5. GENERAL

The NTHSSA, along with project partners is looking for a proactive and innovative approach to service delivery for a Day Centre and Sobering Centre in Yellowknife, NT.

The successful candidate will step beyond established responses and create opportunities for engagement and non-judgmental support. It will be based on research and experience led responses that can create meaningful engagement on issues such as homelessness, mental health and addiction.

The successful candidate will have knowledge of what is working in other best practice situations and have the experience and maturity to appreciate how to make the impossible possible. They will be able to describe how their intervention will create change and how they anticipate maximizing the positive while reducing the negative outcomes.

The successful proponent will have a budget of \$2,615,000 for this project. The proponent will be able to fully consider and identify mechanisms by which the financial resources could be maximized and leveraged with other resources and strategies.

6. SPECIFIC

The successful proposal will be grounded in a harm reduction philosophy and a set of strategies that delivers a Combined Day Centre and Sobering Centre program. The Sobering Centre program will provide safe, secure and clean sleeping quarters for a gender-diverse adult population who are experiencing the effects of intoxicants. The Day Centre program will meet the ongoing basic needs of human dignity for adults who have or have not accessed the Sobering Centre with on-site and outreach support services.

The Combined Centre will be accessible 24 hours per day year-round and will:

- Provide a safe place for gender-diverse adults who are non-violent to sleep off the effects of substances and/or alcohol;
- Meet the basic needs of human dignity for gender-diverse adults who are at risk or experiencing homelessness and/or addictions year round;
- Assist people with system navigation by linking them to appropriate and available health and social services agencies if expressing a desire to do so;

- Provide integrated services opportunities by initiating collaborative relationships with other governmental and non-governmental organizations;
- Improve health outcomes for gender-diverse adults who are at risk or experiencing homelessness and/or addictions through clinical assessment, intervention and referral;
- Operate from a philosophy of harm reduction service delivery seeks to minimize or eliminate the adverse health, social and economic consequences of substance use for people at risk or experiencing homelessness

At a minimum, the successful proponent will provide:

- Safety and Security
- Sleeping Area
- Washroom and Shower Facilities
- Laundry Services, internal and external
- Laundry Facilities
- Public Phone, Computer and Internet Access
- Light Refreshments
- Information and Referral
- Service Navigation
- Health Assessment and Intervention
- 24-hour EMT Life Support Coverage
- Basic Triage

7. PARTNERSHIPS AND COLLABORATION

The successful proponent will initiate collaborative relationships with other non-governmental and governmental services to facilitate on-site and off-site program delivery for people accessing the Day Centre, including traditional Indigenous activities and ceremony. These programs will work within the principles of harm reduction and augment existing services offered by the successful proponent.

The successful proponent may partner with other agencies in order to facilitate the provision services.

The successful proponent will collaborate with neighbors to foster a culturally respectful and safe environment for both those accessing the Centre and the neighbors. The successful proponent will lead the work to collectively reach and maintain a respectful, safe, inclusive neighborhood. This will, in large part, be guided by a Good Neighbor Agreement that is collaboratively developed with community and government stakeholders, neighboring

business owners and the successful proponent. Central to its success, the successful proponent will work with partners to develop and maintain community relationships and using effective communication strategies that further establish the Combined Centre's success and valued contribution to the community. This means, proactively communicating in an on-going and transparent manner, what is being accomplished at the Centre. Identifying concrete means by which the Centre becomes positively embedded in the community. Respond to issues in such a manner as to turn them into further opportunities for community building.

8. DATA COLLECTION AND REPORTING

The successful proponent will provide and present a quarterly report to a **GNWT Committee**. The reports will include totals and averages for each program:

- The Sobering Centre reporting data will include unique client accesses and total accesses, including demographic information.
- The Day Centre reporting data will include unique client accesses and total program accesses (including demographic information) as well as on-site services delivered from the successful proponent and from agency partnerships or contracted services (including type of service and number of clients accessing each).

9. CONSTRAINTS

The successful proponent shall:

- Ensure all clients will be kept independent from religious or spiritual beliefs and affiliations of the successful proponent;
- Ensure all clients will be given the right to personal privacy within the limits of health and safety of the client;
- Ensure operational budgets are prepared and managed in accordance with standard accounting procedures and in sufficient detail to allow for both compliance and value-for-money audits;
- Ensure staff and volunteers sign an Oath of Confidentiality;
- Shall ensure that all employees submit a criminal records check;
- Ensure all personnel files, for staff and volunteers, is maintained, including but not be limited to job resumes, criminal records checks, and signed oaths of confidentiality;
- Provide NTHSSA, or its designate(s) access to records within 24 hours' notice;

- Operational liability and safety issues of the Combined Day Shelter and Sobering Centre should be immediately reported to NTHSSA; and
- Meet any and all relevant GNWT policies and standards, including but not limited to environmental health requirements, legal requirements, safety requirements and financial management and reporting requirements.

10. **DELIVERABLES**

The successful proponent shall:

- Demonstrate the capacity to provide a safe, secure, and structured combined program environment that is responsive to the needs of clients experiencing the effects of substances and/or alcohol and ensuring services are available 24 hours per day year-round.
- Outline a theoretical framework from which all Day Shelter and Sobering Centre programming will occur. This document will be provided to the contract authority and needs to delineate how the contractor will meet the needs of clients attending the Combined Day Shelter and Sobering Centre.
 - A written plan for program implementation, detailing objectives, tasks, timelines, who is responsible, outcomes and evaluation methods. The written plan should provide a format for ensuring accountability and demonstrating outcomes related to the implementation of the project.
 - The contract authority will demonstrate the capacity to provide a semi-annual evaluation of all programs and of all operations. The operational evaluation will include but not be limited to the requirement of the successful proponent to meet the financial, administrative and record keeping conditions set out in the contract, for example, that Revenue Canada and WSCC requirements have been met and insurance policies and all required.
- Demonstrate the capacity to provide services efficiently with maximum effectiveness for gender diverse adults experiencing or are at risk of homelessness and/or addictions.
- Demonstrate knowledge of various areas such as:
 - Homelessness
 - Family violence
 - Substance use and addictions, including alcohol use
 - Mental health
 - Colonization and historic trauma

- Sexual abuse/sexual perpetrator
- Fetal Alcohol Spectrum Disorder
- Crisis intervention strategies (e.g. de-escalation practices)
- Life skills training and group work
- Community resources
- Cultural diversity and inclusion of the Indigenous perspective throughout all programming
- Business management
- Provide evidence of involvement or collaboration (or future plans for involvement or collaboration) with other community services organizations.
- Demonstrate the ability to organize and maintain administrative files and statistical data related to the project.
- Demonstrate the knowledge and skills necessary to ensure the safety of clients and staff, including but not limited to a description of the safety procedures that will be established, the de-escalation strategies that will be used and any other relevant processes.
- Provide a staffing model and organizational chart, detailing positions, responsibilities, working hours, leave, salaries, and benefits package to the contract authority.
- Provide an approach to collaboration and issues management to the concerns of neighbours to the Centre.

11. **PROJECT SCHEDULE**

- The successful proponent may be offered a contract to provide these services from **October 1, 2019** to **March 31, 2022**, with the possibility of a renewal on an annual basis, up to a maximum of two (2) years.
- After the first year, a formal review will be completed by a **GNWT Committee** to determine the effectiveness of the program and whether or not the program should continue to be provided for the duration of the contract; and/or whether or not programming changes should be made in order to increase the program's effectiveness with clients.
- Potential constraints or delays could include the following:
 - Delays in acquiring suitable space for the project.

12. **BUDGET**

The current approved budget for this project is estimated at \$2,615,000 per fiscal year.

The **GNWT Committee** is prepared to review all proposals and include proponent identified revenue sources and consider there may be a reasonable variance of the proposed budget due to suitability and feasibility of the program implementation and alternative program delivery options.

At a minimum, the successful proponent will be required to pay from the contracted amount the following costs:

- Salaries and Wages:
 - Salaries, wages, allowances, vacation pay and all other benefits for personnel employed in the facility including all payments in respect of Workers Compensation, Employment Insurance, Canada Pension Plan, etc. and the successful proponent shall comply with the Labour Standards Act of the Northwest Territories.

- Other Operational Costs:
 - Cost for insurance policies affected pursuant to the terms of the Contract.
 - Costs associated with the provision and maintenance of any vehicles used for the contractor and staff in the process of conducting business. Any vehicles used for transporting clients and staff must meet NWT safety standards, undergo a thorough safety inspection each year by a licensed mechanic, be appropriately insured and drivers must, at the individual's expense, have appropriate driver's licenses.
 - Cost for installation and use of the telephone, including long distance charges during the term of the contract.
 - Cost of first aid.
 - Administrative and miscellaneous costs such as professional fees, dues and memberships, advertising, hiring and training of staff, typing, fax, and accounting services, photocopying, stationary, and the provision of computers and related systems relevant to the program including office furniture, equipment and supplies.
 - Costs of providing program supplies.

- Costs for all replacement household items and linen.
- All costs associated with carrying professional liability insurance for those staff that requires professional licensing to carry out their duties.

Any additional costs related to the project will be the responsibility of the successful proponent.

END OF TERMS OF REFERENCE

SECTION III

Proposal Evaluation Criteria

MANDATORY REQUIREMENTS

NTHSSA has 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 EVALUATION PROCESS.

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

- PROPOSALS MUST BE RECEIVED PRIOR TO THE SPECIFIED DEADLINE.
- PROPOSALS MUST CLEARLY STATE PROPOSED TOTAL FEES AND EXPENSES.
- PRICES PROPOSED MUST BE STATED IN ACTUAL DOLLARS AND CENTS EXPRESSED IN CANADIAN FUNDS.

RATING

Proposals shall be evaluated and rated by an evaluation committee, using predetermined criteria to determine which proposal potentially provides the best value to NTHSSA.

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, by which each proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10. 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 NTHSSA.

EVALUATION PROCESS

NTHSSA will evaluate proposals in accordance with the proposal rating schedule provided on **PAGE 23**.

This RFP has detailed guidelines regarding the format of proposal submissions. The proponent should ensure they thoroughly review Section IV (Response Guidelines) when preparing their proposal.

The evaluation process shall consist of the following stages:

- Stage 1: Review of Mandatory Requirements
- Stage 2: Rated Requirements
- Stage 3: Fees and Expenses
- Stage 4: Application of the *BIP* (63.02)

1. STAGE 1: REVIEW OF MANDATORY REQUIREMENTS

Each proposal will be reviewed by NTHSSA to ensure compliance with the stated mandatory requirements.

2. STAGE 2: EVALUATION OF RATED REQUIREMENTS

Rated Requirements Criterion

- 15% - PAST RELEVANT EXPERIENCE
- 20% - SKILLS/KNOWLEDGE
- 25% - METHODOLOGY/APPROACH
- 30% - FEES AND EXPENSES
- 5% - BUSINESS INCENTIVE POLICY 63.02: NWT
- 5% - BUSINESS INCENTIVE POLICY 63.02: LOCAL

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.

3. STAGE 3: EVALUATION OF FEES

Explain the approach to evaluating fees. For example, the Lowest Cost Ratio¹ approach.

4. STAGE 4: APPLICATION OF THE *BIP*

Please refer to Section IV for information regarding the *BIP*.

¹ 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: $(\text{Lowest Cost} / \text{Cost Being Evaluated}) \times (10) = \text{Awarded Points}$

PROPOSAL RATING SCHEDULE

MANDATORY REQUIREMENTS

- Proposal **MUST** be received prior to the specified deadline.
- Proposal **MUST** clearly state the proposed fees and expenses.
- Prices proposed **MUST** be stated in actual dollars and cents expressed in Canadian funds.

PASS



FAIL



ITEM	RATING CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	TOTAL POINTS (A x B = C)
1	Past Relevant Experience	15		
2	Skills/Knowledge	20		
3	Methodology/Approach	25		
4	Fees and Expenses (Note 1)	30		
5	<i>BIP</i> 63.02: NWT (Note 2)	5		
6	<i>BIP</i> 63.02: Local (Note 3)	5		
TOTAL		100		_____ /1000
NOTE 1			LEGEND	
Fees will be rated as proposed, no adjustment for the <i>BIP</i> . Items 5 and 6 will be used for the <i>BIP</i> rating.			Unless stated otherwise herein, Unit Points will be assigned as follows: Deficient 0 points Poor 1-3 points Fair Good 7-8 points Excellent 9-10 points	
NOTE 2				
Percentage of goods and services provided by Registered Northern Businesses, based on the fees and expenses proposed in the NWT and Local Evaluation Form.				
NOTE 3				
Percentage of goods and services provided by Registered Local Businesses, based on the fees and expenses proposed in the NWT and Local Evaluation Form. For purposes of this RFP, NTHSSA specifies that "Local" refers to YELLOWKNIFE .				

SECTION IV

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**” is available under the procurement heading at:

https://www.inf.gov.nt.ca/sites/inf/files/the_proponents_guide-_responding_to_a_request_for_proposals.pdf

1. **PAST RELEVANT EXPERIENCE – 15%**

- Proponents should describe similar services they have provided in the past. Identify the location and dates of the work performed. Projects for the GNWT are of particular interest; however other projects that indicate the proponent’s experience and ability to undertake the work should also be described.
- A minimum of two (2) references. References must be from government or non-government stakeholders that have received services directly from the proponent(s); and/or from government/non-government stakeholders whose clients have received services directly from the proponent(s).

References

Two (2) references where the proponent has performed similar work.

- Names, telephone numbers and e-mail addresses.
- Only those references of proponents who are short-listed may be contacted to determine the level of satisfaction with work performance.
- NTHSSA reserves the right to obtain references and conduct reference checks of the proponent from sources other than those given in the proposal.

2. **SKILLS/KNOWLEDGE – 20%**

- A list of all personnel, including any partnerships with other agencies and/or community stakeholders, or other services proposed to be engaged in the execution of the work.
- The related project experience of the proponent and/or any agencies, community stakeholders, and a clear indication of their assigned role in the project.
- Provide a detailed staffing model including job descriptions and outline all other staff qualification requirements.
- Provide individual resumes for the proponent(s) and their staff that detail education and experience relevant to the delivery of services to individuals experiencing homelessness, addictions issues, family violence issues and other social problems.
- Proponents should demonstrate a practical understanding of client needs and community resources that clients can access.
- Proponents should demonstrate an understanding of how to work effectively with clients and other community agencies and/or service providers.

3. **METHODOLOGY/APPROACH – 25%**

- Proponents should demonstrate their understanding of the work involved; explain their approach to meeting the stated objectives, including availability to provide services, identifying significant factors, objectives, meeting, schedule, budget, various concerns, and other significant events or activities.
- Proponents should demonstrate alignment with the philosophy (i.e. harm reduction, non-judgment, person centered)
- Proponents should demonstrate how they will meet the “Deliverables” outlined in the Terms of Reference in an effective manner.
- Proponents should also be able to demonstrate how they will manage inebriated clients; clients prone to violence; threatening behavior between clients and/or clients and staff; and how they will assist clients in problem-solving personal issues.

4. **FEES AND EXPENSES – 30%**

The proposal must propose a fee, including cost allocations as outlined in the Terms of Reference under “Budget”.

5. **BUSINESS INCENTIVE POLICY 63.02: NWT (5%)**
BUSINESS INCENTIVE POLICY 63.02: LOCAL (5%)

Further to clause 20 of Section I, in order to comply with requirements of the *BIP* of NTHSSA. Proponents must complete and submit as part of their proposal the Northern and Local Evaluation Form. The dollar value of the goods, services, and labour provided by their own forces should be declared, as should the dollar value of goods, services, and labour to be provided by all sub-contractors with whom contracts will be entered into for this project. If this form is not submitted with a proposal or is incomplete or improperly completed, the proponent will not receive appropriate credit

Amendments affecting the proposed pricing shall require proponents to also amend the Northern and Local Evaluation Form.

NORTHERN AND LOCAL EVALUATION FORM
Proponent and Sub-Contractor's Dollar Amounts

Contract Name: _____

Contract Location: _____

Proposal No.: _____

Proponents must identify the dollar value of goods and services provided by their own forces, the dollar value of goods and services to be provided by all sub-contractors with whom the proponent will be entering into contracts for the supply of goods or services in respect of the contract, as well as NWT Resident and Local Resident Labour that will be involved in the provision of the services.

In order to ensure appropriate credit is given in the evaluation of proposals for the NWT and Local Content for the purpose of applying the BIP, proponents must identify themselves, and their subcontractors who are registered for the purposes of the BIP by the name under which they are registered in the BIP Registry maintained by the Government of the Northwest Territories.

If this form is not submitted with a proposal or is incomplete or improperly completed, the proponent will not receive appropriate credit in the evaluation of their proposal for the provision of goods and services that are supplied by them or those of their sub-contractors who are BIP registered NWT Businesses or Local Businesses nor for the Local and NWT Resident Labour components.

Proponents Name:		Local Content (\$)	NWT Content (\$)	Non BIP Content (\$)	Subtotal
Own Forces	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
Sub-Contractor(s)					
Name of Sub-Contractor(s)	Goods/Services/Labour to be Provided				
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
	Labour	\$	\$	\$	\$
	Other Costs	\$	\$	\$	\$
TOTAL PROPOSED AMOUNT		\$	\$	\$	\$

SECTION V
Pro-Forma Contract

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

THIS AGREEMENT MADE

BETWEEN:

NORTHWEST TERRITORIES HEALTH AND SOCIAL SERVICES AUTHORITY
(Hereinafter the "NTHSSA"),

OF THE FIRST PART

AND:

(CONTRACTOR)

Address

(Hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS NTHSSA has requested the Contractor provide certain services;

AND WHEREAS the Contractor has agreed to provide such services to NTHSSA as an independent contractor;

AND WHEREAS NTHSSA and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE NTHSSA and the Contractor agree as follows:

1. SERVICES AND PAYMENT:

- 1.1 The Contractor agrees to provide to NTHSSA 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 NTHSSA (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 NTHSSA and the Contractor, the total amount payable to the Contractor for fees shall not exceed **XXX Million (\$X,XXX,XXX) Dollars**.
- 1.3 NTHSSA 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, NTHSSA 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 NTHSSA, shall determine how such additions, deletions or revisions shall be implemented.

2. TERM:

- 2.1 This Agreement shall commence on October 1, 2019 or as soon thereafter as practicable, and shall continue in force until March 31, 2022 unless otherwise terminated in accordance with this Agreement.
- 2.2 This Agreement may be renewed, at the sole discretion of NTHSSA, for two (2) additional terms of one (1) year each.

3. ENTIRE AGREEMENT:

- 3.1 This Agreement and the attached schedules thereto comprise the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous Agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this Agreement.

4. CONTRACTOR RESPONSIBILITIES:

- 4.1 The Contractor shall defend, indemnify and hold harmless NTHSSA, 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 NTHSSA, its Ministers, officers, employees, servants or agents.
- 4.2 The Contractor shall be liable to NTHSSA 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 NTHSSA. If, with the consent of NTHSSA the Services or any part thereof is performed by a sub-contractor, the Contractor shall be fully responsible to NTHSSA 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, GNWT must be obtained in accordance with s.69(4) of the *Financial Administration Act*.
- 4.4 The Contractor shall give notice to NTHSSA 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 Services under this Agreement.

- 4.5 The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licenses and fees required for the performance of the Services.
- 4.6 The Contractor will not provide any Services to any person in circumstances, which, in the reasonable opinion of NTHSSA, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the contractor's obligations to NTHSSA under this Agreement.
- 4.7 Upon completion of the Services the Contractor shall deliver to NTHSSA, in addition to anything specifically required herein, if requested in writing, all correspondence, documents, papers and property belonging to NTHSSA 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 NTHSSA's opinion, during the life of this Agreement the Contractor shall be required to remedy the conflict of interest forthwith to NTHSSA's full satisfaction. If the Contractor refuses to remedy the conflict of interest NTHSSA may terminate this Agreement.

5. NOTICE AND ADDRESS:

- 5.1 All notices between NTHSSA and the Contractor may be sent by registered or certified mail 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 facsimile transmission; or on the fifth business day, when sent by registered or certified mail.
 - i) If to NTHSSA:
 - ii) If to the Contractor:

6. FINANCIAL PROVISIONS:

- 6.1 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, NTHSSA 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 NTHSSA *BIP*, 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.
- 6.2 The Contractor may invoice NTHSSA 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 "_". All invoices are to be addressed and sent to:

Attention: Steven Janes
Comptroller, Territorial Operations, NTHSSA
4916-47th Street, 3rd Floor Goga Cho Building
P.O. Box 608, Yellowknife, NT X1A 2N5
Phone (867) 767-9104 ext. 40121

- 6.3 Payment is subject to Section 46 of the *Financial Administration Act*, R.S.N.W.T. 1988, as amended, which reads as follows:

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

- 6.4 NTHSSA 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 NTHSSA. NTHSSA will not compensate the Contractor for any GST or HST liability incurred in the provision of the Services.

6.5 NTHSSA, 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 NTHSSA, 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 NTHSSA.

6.6 NTHSSA may set off any payment due to the Contractor pursuant to this Agreement against any monies owed by the Contractor to NTHSSA only in accordance with section 22 of the NWT *Financial Administration Act*, which provides that:

The Comptroller General, GNWT may retain money by way of deduction or set-off out of any money payable to a person by the Government out of the Consolidated Revenue Fund where;

- (a) that person owes money to the Government;
- (b) the Government has made an overpayment to that person; or
- (c) that person received an accountable advance and has not repaid or accounted for it.

6.7 NTHSSA 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.

7. TERMINATION:

7.1 NTHSSA may terminate this Agreement at any time in the event that, in the opinion of NTHSSA, 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.

8. CONFIDENTIALITY:

8.1 The Contractor shall ensure that all and any information related to the affairs of NTHSSA 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 NTHSSA.

9. GENERAL TERMS:

9.1 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.

9.2 The Contractor is an independent Contractor with NTHSSA and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between NTHSSA 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 NTHSSA Payroll Tax.

9.3 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.

9.4 NTHSSA, 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 NTHSSA 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.

9.5 This Agreement may be amended, extended or renewed in writing only.

- 9.6 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.
- 9.7 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 NTHSSA and the Contractor.
- 9.8 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.
- 9.9 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.
- 9.10 All information, including documents, submitted to NTHSSA are in the custody and control of NTHSSA 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.
- 9.11 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.
- 9.12 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 NTHSSA and the Contractor

hereby absolutely assigns to NTHSSA the copyright in the property for the whole of the term of the copyright.

- 9.13 The parties and their employees, agents and representatives shall observe and be bound by the *Harassment Free and Respectful Workplace Policy* of NTHSSA (as part 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:

<http://www.hr.gov.nt.ca/policy/>.

The Contractor shall, upon the request of NTHSSA, 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 NTHSSA, has violated the *Harassment Free and Respectful Workplace Policy*.

- 9.14 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 NTHSSA.
- 9.15 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 NTHSSA shall produce such accounts and records.
- 9.16 In the event the Contractor is, in the opinion of NTHSSA, in default in respect of any of the obligations under this Agreement hereunder NTHSSA 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.

10. INSURANCE:

- 10.1 The Contractor shall, without limiting its obligations or liabilities hereunder, obtain, maintain, and pay for during the currency of the Agreement 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 NTHSSA.
- b) Employer's liability insurance with limits not less than \$500,000 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) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000) for vehicle hazards and not less than one million dollars (\$1,000,000) 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 in operations hereunder with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000) (inclusive).
- e) Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000) (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 and 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 with limits of not less than five hundred thousand dollars (\$500,000) per claim and one million dollars (\$1,000,000) 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, covering the property of NTHSSA while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the Agreement.

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

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