



Government of the Northwest Territories

REQUEST FOR PROPOSALS

Procurement Shared Services

Project Title: **Marketing, Promotion and Consultation Services –
Resource Education Deployment Initiative**

Program Department: **Industry, Tourism & Investment**

Reference Number: **SC450604**

Proposal Call Date: **Wednesday, September 09, 2015**

Proposal Submission Deadline: **Tuesday, October 06, 2015**

REQUEST FOR PROPOSALS

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

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**SECTION I
GENERAL INFORMATION AND INSTRUCTIONS**

1. Proposals **must** be received **prior to 15:00** local time on **Tuesday, October 06, 2015** (the "Proposal Submission Deadline") at the following location (the "Proposal Submission Address"):

Attention: Contracts Administrator

Address: Government of the Northwest Territories
Public Works and Services
Procurement Shared Services
5009 49th Street (1st Floor, Stuart M. Hodgson Building)
Yellowknife, NT X1A 2L9

Facsimile: (867) 920-4112

Proposals received after the specified Proposal Submission Deadline will be rejected and returned to the proponent unopened.

One (1) original and one (1) electronic in PDF format (on CD, DVD, or flash drive) of the Proposal are to be submitted and should include the proponent's name, Proposal reference number (**SC450604**), project title (**Marketing, Promotion and Consultation Services – Resource Education Deployment Initiative**), and the Proposal Submission Deadline (date and time) 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 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. The GNWT will not be responsible for any Proposal that:
 - does not indicate the Proponent's name, Proposal reference number, project title and/or Proposal Submission Deadline (date and time);
 - is delivered to any address other than the Proposal Submission Address provided above.
3. 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.
4. **Facsimile transmitted proposals will not be accepted.** However, as outlined in paragraph 5 faxed amendments will be accepted.
5. Amendments to Proposals may 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;
 - 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.

6. E-mail submissions will not be accepted.

7. 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.
8. 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.
9. 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.
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. The GNWT 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 the GNWT. 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 a time frame fixed by the GNWT, the GNWT may, at its sole discretion, 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 Section V 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.
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. 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.
17. 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 Section I, paragraph 31, of this RFP to ensure receipt of all Addenda prior to submitting a Proposal.
18. The GNWT is not liable for any costs of preparation or presentation of Proposals even if this RFP is cancelled pursuant to paragraphs 13 or 16.

19. 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.
20. 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.
21. 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 **all NWT locals**.

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 web site: www.iti.gov.nt.ca/iea/bip/index.htm or by contacting the [BIP Monitoring Office](#).

22. 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/iea/bip/manufacture.htm>
23. 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.
24. The Proposal and accompanying documentation submitted by the proponents will not be returned.
25. The GNWT is not subject to the Goods and Services Tax (the "GST").
26. 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: <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 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.

27. 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.

28. The GNWT reserves the right to disqualify any proponent if any instances, disclosed from any other source, create a conflict of interest.
29. The GNWT will not be held responsible for errors or omissions contained in a Proposal.
30. The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair & 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: <http://www.pws.gov.nt.ca/publications/index.htm>
31. All questions or enquiries concerning this RFP must be in writing and be submitted no later than five (5) calendar days prior to the Proposal Submission Deadline and directed to the following Contact Person:

Attention: Contracts Administrator

Address: Government of the Northwest Territories
Public Works and Services
Procurement Shared Services
5009 49th Street (1st Floor, Stuart M. Hodgson Building)
Yellowknife, NT X1A 2L9

Phone: (867) 767-9044

Facsimile: (867) 920-4112

Email: psstenders@gov.nt.ca

Verbal responses to any question or enquiry cannot be relied upon and are not binding on either party.

END OF GENERAL INFORMATION AND INSTRUCTIONS

SECTION II TERMS OF REFERENCE

2.1 PROJECT IDENTIFICATION:

Project Title:	Marketing, Promotion and Consultation Services – Resource Education Deployment Initiative
Location:	Yellowknife
Program Department:	Industry, Tourism & Investment
Program Division:	Minerals and Petroleum Resources, Client Services and Community Relations (CSCR)

2.2 BACKGROUND:

The Department of Industry, Tourism and Investment (ITI) is working to develop a comprehensive marketing/promotion plan for a Resource Education Deployment Initiative (REDI), developed by Client Services and Community Relations (CSCR), a group within Minerals and Petroleum Resources.

The Resource Education Deployment Initiative will deliver factual and useful information to NWT residents regarding the exploration for, and development of, mineral and petroleum resources of the Northwest Territories, in a meaningful, respectful and comprehensive manner, in their communities and institutions, using both conventional and modern education and communication techniques. This initiative could evolve into a program that would continually provide this information.

On April 1, 2014 the GNWT became responsible for managing public land, water and resources in the NWT. Devolution has allowed for a new decision-making structure for NWT resource development, placing it in the hands of a more accountable and responsive government that intends to focus on the needs of the territory and its investors.

With the devolved responsibilities for lands and resources the GNWT has a clear responsibility and mandate to provide information to the citizens of the NWT about:

- the minerals and petroleum resources of the NWT;
- the potential for the NWT to benefit from those resources; and
- the techniques employed to utilize those resources and the rules, regulations, and governance related to the identification and production of those resources

ITI promotes economic self-sufficiency through the responsible management and development of NWT mineral and petroleum resources to create a prosperous, diverse and sustainable economy for the benefit of all NWT residents.

2.3 OBJECTIVES:

The primary objective of the project is to design and implement the Resource Education Deployment Initiative to help residents understand the mandate and importance of resource development to the NWT economy, which will allow them to make informed decisions about local development.

The secondary objective is to develop marketing and media plans, with associated timelines, that will reach and attract the attention of the target market using consistent, easy to understand messaging that will provide consistent educational information and messaging about resource development in the Northwest Territories.

2.4 SCOPE OF WORK:

The proponent will design and develop a comprehensive three-year, communications plan, including media and promotion plans, for the REDI project for the purpose of educating NWT residents about the exploration for and the development of the NWT's mineral and petroleum resources.

The REDI project was conceived as a three-part plan, two of which is covered in this Request for Proposal.

Part I, to run concurrently with Part II, is to develop a comprehensive three-year marketing and promotion plan for the REDI project which will include using print, radio, television, (if feasible), a possible dedicated website, video and electronic media, including You Tube and social media.

Part II will see a series of Open House events, presented in trade show style, to be held in all NWT communities over the next three years. The ITI CSCR group will manage and present the Open House events. Based on the marketing and promotion plan, the contractor will develop and supply materials needed for the events, in English and in the appropriate regionally-specific Aboriginal languages.

Part III: Information on Part 3 will be provided to the successful contractor in order to help with understanding the overall initiative, but it is not a part of this RFP.

The successful proponent will provide a communications plan that includes the following:

Part I:

A multi-faceted, three-year advertising campaign, including:

- Developing a brand with logo, for the initiative, in accordance with the GNWT Visual Identity Policy;
- Developing appropriate messaging (political, bureaucratic, educational, scientific);
- A series of ads suitable for print and electronic formats, social media, radio and TV (if possible in the NWT), etc. For example, these ads, for print or electronic formats, could featuring workers talking about their jobs and the economic independence they have gained from their employment, a theme that also carry over to a series of short videos. The ads could also feature quick facts showing how many NWT workers are employed in the resource sector (e.g. Did you know that XXX NWT residents work in the diamond mines?). The theme for the appropriate messaging developed for Part I should also be suitable for Part II. It is intended that the advertising campaign would start with a small number of ads suitable for each media type, which would be increased to as the program develops over each of the three years;
- Very short video clips, as determined by the communications plan, suitable for use on the web or TV, showing the above themes;
- A media plan for this advertising campaign, as determined by the communications plan.
- A dedicated website and related social media pages, as determined by the communications plan.

Part II:

- Production of materials and/or concepts for a trade show style open house which can be displayed in communities;
These materials include:
 - Ten, full colour, 1-page 8.5X11 fact sheets, quantity 5000 ea, (ITI to provide information) covering a variety of topics, including:
 - mining in the NWT,
 - petroleum in the NWT,

- Government of the Northwest Territories services as a result of devolution,
- Regional land claims,
- The NWT regulatory process,
- The NWT economy and the positive impact of resource development;
- Five, full colour, two-fold, 8.5 X 11 pamphlets, quantity 5000 ea, topics to be determined;
- All of the above print materials are to be translated into regional aboriginal languages and printed;
- Seven full-colour banner stands,
- Six full colour banner stands featuring regional aboriginal languages;
- Branded promotional items, 2000 ea, items and quantity to be determined after completion of the communications plan. Please provide a cost estimate for touch screen styli/pen combos, smartphone stands, regular pens, lens cleaning cloths, small pocket knives with toothpicks, tweezers, nail file and cutting blade (Swiss Army knife style);
- Sourcing a 3-D model of oil and gas fracturing operations;
- Sourcing two existing short videos, possibly from industry advocacy groups, one for minerals and one for petroleum, which provide basic information about exploration, development and production for each industry. These videos would be presented at the Open House using a laptop and monitor.

CSCR would like to begin going to communities with the Open House by late January, 2016. The materials required for the Open House would need to be ready by then.

Target Markets

This initiative is to reach all residents of the NWT.

Project Deliverables

- A comprehensive communications plan;
- A brand, logo and messaging theme;
- Branded promotional items, as listed above;
- Fact sheets and brochures, as listed above;
- Translation and print costs for fact sheets and brochures into aboriginal languages, as listed above;
- The design for a dedicated website, which will also include a cost estimate for development, implementation and posting to the web;
- The design for social media pages, related to the website, which will also include a cost estimate for development implementation and posting to the web;
- Concepts for ads to be used for web, radio, television (if available in the NWT), including the Yellowknife movie theatre;
- Advertising and related media plan, which will also include a cost estimate for development and media placement costs
- Banner stands for use at open house, as per list above, with related costs;
- Concepts for short videos that could be used in whole or in part on YouTube, TV, the Yellowknife movie theatre, a laptop and monitor during the open house, website advertising and TV covering topics such as mineral and petroleum exploration, and their economic impacts on the people of the NWT. Which will also include a cost estimate for production costs.

Design and Corporate Branding

- Graphic design (colours, fonts, etc.)
- Concepts will follow a consistent look and feel for all items listed above;
- The proponent must deliver a design in accordance with the GNWT Visual Identity Policy.

Specifications

The Contractor will be expected to provide:

- A brand goal reflecting the goals of REDI for CSCR, Minerals and Petroleum Resources, ITI;
- An overarching brand theme reflecting the need to counter negative perceptions of resource development in the NWT and the importance of it to the NWT economy.

Appropriate consultations and approvals must be provided by CSCR in order for the successful proponent to proceed with any development of concept, design and appropriate messaging.

2.5 BUDGET:

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

2.6 CONSTRAINTS:

Information contained in any copy must not contradict the *Northwest Territories Lands Act, Petroleum Resources Act, and Oil and Gas Operations Act and their Regulations*. ITI Minerals and Petroleum Resources staff will work with the proponent to ensure all content is relevant and contains current legislated information.

All GNWT policies and standards will be used and followed.

Proponents should consider and allow for contingencies in regards to time allotments for approval processes by the GNWT in their schedule.

Upon completion of the work ownership and copyright of all materials will belong to the GNWT.

2.7 GNWT RESOURCES:

Industry, Tourism and Investment, Minerals and Petroleum Resources – Client Services and Community Relations Division will work closely with the successful proponent in achieving the stated objectives.

2.8 DELIVERABLES:

- Regular progress reports will be provided to the project contact at CSCR by the proponent;
- In addition to the deliverables noted in Section 2.4, the proponent will deliver a three year comprehensive communications plans, as listed above;
- Draft deliverables must be submitted to CSCR in an electronic form allowing for review and editing.
- Final deliverables will include hardcopy and electronic formats.

2.9 TERM OF THE CONTRACT:

This contract shall start on or before October 19, 2015 and shall terminate March 31, 2016, with the option to renew in each of the following three years to cover the duration of the REDI program, subject to budget availability. It is anticipated that the following three years will see the need for restocking the branded items, reprinting the fact sheets and pamphlets, developing new ads and videos for the advertising campaign and revising the advertising campaign to ensure that messaging is current and reaching the target audience.

2.10 SCHEDULE:

- Initial project consultation will be planned to take place on or before October 19, 2015.
- Weekly (or as requested) project progress reports will be submitted to the CSCR project contact. Timeframes will be determined at the time of work plan development, after initial project consultation.
- Concept proofs and drafts are to be provided to the CSCR project contact for review on or before December 1, 2015.
- Final promotional concepts, ad templates and marketing plan will be delivered to CSCR on or before December 31, 2015.
- Items needed for the open house must be delivered on or before January 15, 2016.
- All dates, except initial project consultation date, can be refined by agreement as the communications plan is developed.

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SECTION III PROPOSAL EVALUATION CRITERIA

3.1 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 evaluation process.**

The GNWT 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 Proposal Submission Deadline.
- Proposals **must** clearly state proposed total fees and expenses.
- Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.

3.2 RATING:

Proposals shall 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 Scoring Legend below). 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.

Score Legend (Unit Points)				
0	1-3	4-6	7-8	9-10
<p>Deficient – 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.</p>	<p>Poor – 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.</p>	<p>Fair – 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.</p>	<p>Good – 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.</p>	<p>Excellent – 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.</p>

3.3 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 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 & Expenses
Stage 4:	Application of the Business Incentive Policy (63.02)

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
- 2) Methodology / Approach
- 3) Proponent's Past Relevant Experience
- 4) Project Schedule

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:

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 IV (Response Guidelines) item 4.8 for information regarding the *Business Incentive Policy*.

3.4 PROPOSAL RATING SCHEDULE:

MANDATORY REQUIREMENTS: <ul style="list-style-type: none"> • 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
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Item	Rating Criteria	Assigned Weight (a)	Unit Points Awarded (b)	Total Points (a) x (b) = (c)
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1	Team/ Proponent's Past Relevant Experience	35		
2	Methodology / Approach	25		
3	Project Schedule	5		

4	Fees & Expenses (Note 1)	15		
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5	<i>Business Incentive Policy</i> 63.02: NWT (Note 2)	15		
6	<i>Business Incentive Policy</i> 63.02: Local (Note 3)	5		

Total Score		100		_____ / 1000
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<p>Note 1: Fees will be rated as proposed, no adjustment for the <i>Business Incentive Policy</i> (BIP). Items 5 and 6 will be used for the BIP rating.</p> <p>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.</p> <p>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.</p>	<p>LEGEND:</p> <p>Unless otherwise stated herein, unit points will be assigned as follows:</p> <table border="1" style="width: 100%;"> <tbody> <tr> <td style="background-color: #e0e0e0;">Deficient</td> <td>0 Points</td> </tr> <tr> <td style="background-color: #e0e0e0;">Poor</td> <td>1 – 3 Points</td> </tr> <tr> <td style="background-color: #e0e0e0;">Fair</td> <td>4 – 6 Points</td> </tr> <tr> <td style="background-color: #e0e0e0;">Good</td> <td>7 – 8 Points</td> </tr> <tr> <td style="background-color: #e0e0e0;">Excellent</td> <td>9 – 10 Points</td> </tr> </tbody> </table>	Deficient	0 Points	Poor	1 – 3 Points	Fair	4 – 6 Points	Good	7 – 8 Points	Excellent	9 – 10 Points
Deficient	0 Points										
Poor	1 – 3 Points										
Fair	4 – 6 Points										
Good	7 – 8 Points										
Excellent	9 – 10 Points										

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: www.pws.gov.nt.ca/publications/index.htm

4.1 TEAM & PAST RELEVANT EXPERIENCE:

Describe the team in terms of responsibilities, decision-making and the role each member of the team will play. In particular:

- Who will have the overall responsibility for managing the project team? What experience does this person have managing an interdisciplinary team on similar projects? In particular, describe the manager's experience on at least two similar projects.
- Identify the amount of time key members are expected to put into this project.
- Identify who will be back-up to key personnel.
- Provide resumes for key members of the project team, including back-up members.

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.

4.2 METHODOLOGY:

Proponents should:

- Demonstrate their understanding of the work involved;
- Explain their approach to meeting the stated objectives;
- Identify:
 - significant factors;
 - objectives;
 - site trips;
 - meetings;
 - schedule;
 - budget;
 - various concerns;
 - client reporting; and
 - other significant events or activities.

4.3 PROJECT SCHEDULE:

Proponents should provide a detailed breakdown of the anticipated schedule.

- Proponents' schedule should be consistent with the project schedule identified in the Terms of Reference.
- Proponents should indicate significant milestone events and if changes to the proposed schedule are anticipated.

4.4 FEES AND EXPENSES:

The Proposal **must** clearly state proposed total fee, including estimates for disbursements. Other requirements could include:

- (a) Total cost of the project including the role for each team member, daily rate for each team member, and estimated total number of days for each member.
- (b) Provide a statement of charges to be incurred for:
 - A comprehensive communications plan;
 - A brand, logo and messaging theme;
 - Branded promotional items;
 - Banner stands;
 - Fact sheets and brochures;
 - Translation and print costs for fact sheets and brochures into aboriginal languages;
 - The design for a dedicated website;
 - The design for social media pages related to the website;
 - Concepts for ads to be used for web, radio, television (if available in the NWT), including the Yellowknife movie theatre;
 - Advertising and related media plan;
 - Concepts for short videos that could be used in whole or in part on YouTube, TV, the Yellowknife movie theatre, a laptop and monitor during the open house, website advertising and TV covering topics such as mineral and petroleum exploration, and their economic impacts on the people of the NWT.
 - overtime charges, if applicable;
 - miscellaneous expenses;
 - travel;
 - secretarial support/word processing; and,
 - other charges.
- (c) Prices proposed **must** be stated in actual dollars and cents expressed in Canadian funds.
- (d) Prices should not include GST.

4.6 NWT / LOCAL CONTENT:

In accordance with paragraph 21 of Section 1, in order to receive credit under the 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 these form(s) 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 box(s) identified for local and NWT labour.

- This information 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.
- Any questions regarding the application of the BIP for this RFP are to be directed to the GNWT contact person, as indicated in Section I.
- '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 on the amounts provided on the NWT & 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

To Complete LABOUR and SERVICES Information:

- Indicate the complete legal business name, if BIP registered, as it is listed on the GNWT BIP Registry. Do NOT use abbreviations or acronyms.
- Indicate the dollar value of labour provided by residents of the stated Local Community and the associated costs.
- Indicate the dollar value of NWT Resident Labour and the associated costs. Do not include Local Content in this value.
- 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.
- Indicate the dollar value of Local Services. It is a requirement to break out labour from the total cost.
- Indicate the dollar value of NWT Services. Do not include Local Content in this value.
- Indicate the dollar value of Non-BIP Services. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- 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 *Business Incentive Policy* (BIP), for NWT content, the Proponent must be an approved supplier under the BIP for the goods identified. In order to receive the BIP Adjustment for local content, the Proponent must also be an approved local supplier for the community or communities that are identified as local in the RFP documents, unless otherwise stated.

- Indicate the complete legal business name, if BIP registered, as it is listed on the BIP Registry. Do not use abbreviations or acronyms.
- Do not include labour costs in these values.
- Indicate the dollar value of Local Content.
- Indicate the dollar value of NWT Content. Do not include Local Content in this value.
- Indicate the dollar value of Non-BIP Content. Include costs from outside the NWT and NWT Content not listed on the BIP Registry.
- 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: <http://www.pws.gov.nt.ca/pdf/projectManagement/BIP%20Forms.xlsx>

**Substantiation of BIP Adjustment
NWT and Local Content Form - SERVICES**

Proponent:					Ref. No.:	SC450604
LEGAL BUSINESS NAME (or as listed on the GNWT BIP Registry)	CONTENT TYPE	LOCAL CONTENT	NWT CONTENT	Non-BIP CONTENT	SUB-TOTALS	
SERVICES:						
Proponents Own Workforces	Labour					
	Other Costs					
Subcontractors / Services: Legal Business Name (or as listed on the GNWT BIP Registry)						
	Labour					
	Other Costs					
	Labour					
	Other Costs					
	Labour					
	Other Costs					
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	Other Costs					
	Labour					
	Other Costs					
	Labour					
	Other Costs					
SUB-TOTALS						
					(A) TOTAL (SERVICES)	
<p align="center">Substantiation of BIP Adjustment NWT and Local Content Form - GOODS</p>						

**SECTION V
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.

Odwyerpr.com

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2015
(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")

WHEREAS the GNWT issued a Request for Proposals, reference number **SC450604** (the "RFP"), for [add description of services];

AND WHEREAS the Contractor responded to the RFP by way of a formal proposal (the "Proposal") dated _____;

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:

- I. "Agreement" means this agreement and the attached appendices;
- II. "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;
- III. "Financial Administration Act" means the *Financial Administration Act*, R.S.N.W.T. 1988, c.F-4;
- IV. "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.

2. TERM:

- 2.1 This Agreement shall commence on the Effective Date and shall continue in force until _____ 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 _____ 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 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 Effective Date of this Agreement. Where there is a conflict between the Main Body of this Agreement and any incorporated Appendix, the terms of the Main Body of this Agreement shall prevail, to the extent of the conflict, unless there is a provision in an Appendix which provides that a clause in the Appendix takes precedence over a provision in the Main Body.

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.69(4) 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. NOTICE AND ADDRESS:

5.1 All notices between the GNWT 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 the Government of the Northwest Territories:

**Department
Government of the Northwest Territories
P.O. BOX 1320
YELLOWKNIFE, NT X1A 2L9**

**Attention: Name
Phone: (867)
Facsimile: (867)
Email:**

ii) If to the Contractor:

**Company Name
Address
Address Cont.**

**Attention: Name
Phone: (000)
Facsimile: (000)
Email:**

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, 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.
- 6.2 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 “_”**. All invoices are to be addressed and sent to:

**Financial Shared Services
Government of the Northwest Territories
BOX 1320
YELLOWKNIFE, NT X1A 2L9**

Email: financial_shareservices@gov.nt.ca

Invoices should clearly indicate the reference number **SC450604 to avoid delay in payment. Invoices that do not indicate the reference number may be returned to the Contractor.**

- 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 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.
- 6.5 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.
- 6.6 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 22 of the NWT *Financial Administration Act*, which provides that:

The Comptroller General 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 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.

7. TERMINATION:

7.1 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.

8. CONFIDENTIALITY:

8.1 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.

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, 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 the GNWT 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 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.

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 the GNWT 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 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.
- 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 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.
- 9.13 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: <http://www.hr.gov.nt.ca/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*.
- 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 the GNWT.
- 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 the GNWT shall produce such accounts and records.
- 9.16 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.
- 9.17 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.

9.18 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/iea/bip/manufacture.htm>

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, 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 with limits of not less than five hundred thousand dollars (\$500,000.00) per claim and one million dollars (\$1,000,000.00) 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, 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.

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.

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

IN WITNESS WHEREOF the Contractor has signed this Agreement on the _____ day of _____, 2015.

CONTRACTOR

Per: _____
Authorized Signature

Print Name / Title

Witness

IN WITNESS WHEREOF the GNWT has signed this Agreement on the _____ day of _____, 2015.

**GOVERNMENT OF THE NORTHWEST
TERRITORIES**

Per: _____
Authorized Signature

Print Name / Title

Witness