



# GOVERNMENT OF THE NORTHWEST TERRITORIES (GNWT) SHORT-FORM REQUEST FOR PROPOSALS

## General Instructions and Terms and Conditions

This document contains general instructions and terms and conditions that apply to the Short-Form Request for Proposals (SFRFP) process established by the Government of the Northwest Territories (the “SFRFP Rules”). Proponents who intend to submit a Proposal in response to a SFRFP should review and understand these SFRFP Rules, as well as the applicable Pro-Forma Contract available through link on the SFRFP document.

### 1. PROPOSAL SUBMISSION INSTRUCTIONS

#### 1.1. Proposal Submission Deadline

Proposals must be received prior to the Proposal Submission Deadline specified in Section 1 of the SFRFP.

#### 1.2. Two Envelope Submission

Proposals should be separated and submitted as follows:

- **Document 1 – Technical Submission**

The Technical Submission includes, but is not limited to sections such as the proposed team, methodology/approach, community engagement and proponent’s past relevant experience. Please do not include any details or information regarding the financial submission in Document 1.

- **Document 2 – Financial Submission**

The Financial Submission includes, but is not limited to the fees and expenses, substantiation of BIP adjustment forms, and any other documents or information pertaining specifically to the financial submission should be included in Document 2.

#### 1.3. Proposal Submission Methods

Proposals may be submitted using the following methods:

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

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

- the Proposal is received prior to the Proposal Submission Deadline specified in the SFRFP and is uploaded through the Contract Event Opportunities website;
- the Proposal should be submitted in Portable Document Format (PDF), unless otherwise specified by the GNWT;
- the Proposal does not exceed 100 megabytes in size; and
- the GNWT shall not accept liability for any claim, demand or other action for any reason whatsoever, including where an uploading process is interrupted, a

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Proposal is not received in its entirety, is illegible in whole or in part, or which is uploaded to an incorrect event or website.

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

- Event (specify applicable Event ID) Technical
- Event (specify applicable Event ID) Financial

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

Proposal uploads may not necessarily be immediate and can experience delays.

Proponents should ensure that their Proposal is uploaded with sufficient time to account for any delay; four (4) hours prior to the Proposal Submission Deadline is recommended. Proponents are encouraged to confirm their Proposal has been successfully uploaded by signing back into the system and viewing their bid (Proposal).

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

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

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

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

- the Proposal is received in its entirety prior to the Proposal Submission Deadline, and at the facsimile number specified in Section 1 of the SFRFP.
- the Proponent acknowledges that the GNWT cannot guarantee the confidentiality of information contained in a Proposal sent by facsimile transmission; and
- The GNWT will not be liable for any claim, demand or actions for any damages whatsoever should a facsimile transmission be interrupted, not received in its entirety, received after the specified submission deadline, received by any other facsimile unit other than that stated herein, or for any other reason.

Proposals should be submitted as follows:

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

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

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

- 1.4 Amendments to Proposals submitted using the facsimile method may also be submitted by facsimile and will be accepted under the following conditions:
- the amendment is received prior to the specified Proposal Submission Deadline at the facsimile number previously stated in paragraph 1.3 (b);
  - the GNWT will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after the stated Proposal Submission Deadline, received by any other facsimile unit other than that stated herein, or for any other reasons; and
  - the GNWT cannot guarantee the confidentiality of information contained in the amendment.
- 1.5. Proponents may not amend their Proposal after the Proposal Submission Deadline, unless as a result of negotiations commenced by the GNWT, but may withdraw their Proposal at any time.
- 1.6. E-mail submissions will not be accepted.
- 1.7 Proposals will not be accepted through mail, at the physical Procurement Shared Services offices or through any facsimile number other than the number stated.

## **2. DEFINITIONS**

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

In this SFRFP:

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

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

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

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

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

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

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

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

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

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

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

### **3. GENERAL INFORMATION**

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

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- 3.8. If a written contract cannot be negotiated within a time frame fixed by the GNWT, the GNWT may, at its sole discretion, terminate negotiations with that Proponent and either negotiate a contract with another Proponent or choose to terminate the SFRFP process and not enter into a contract with any of the Proponents, and no Proponent shall have any claim against the GNWT as a consequence.
- 3.9. Should a contract be awarded as a result of this SFRFP it is expected that the contract to be entered into with the successful Proponent will be substantially in the form of the applicable Pro-Forma Contract. Proponents are cautioned to thoroughly review the Pro-Forma Contract to ensure, before incurring the expense of Proposal preparation, that they are capable of meeting the terms and conditions of the contract.
- 3.10. In the event of any inconsistency or conflict between the provisions contained in this SFRFP or the successful Proposal and the contract to be entered into with the successful Proponent, the provisions of the executed contract shall govern.
- 3.11. The GNWT has the right to cancel this SFRFP at any time and to reissue it for any reason whatsoever without incurring any liability and no Proponent will have any claim against the GNWT as a consequence.
- 3.12. The GNWT is not liable for any costs of preparation or presentation of Proposals even if this SFRFP is cancelled pursuant to paragraphs 3.8 or 3.11.
- 3.13. An evaluation committee will review each Proposal. The GNWT reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria.
- 3.14. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Should this occur, marks for presentation will be allocated by a reassessment of the original scoring. Such presentations shall be made at the cost of the Proponent.
- 3.15. The Proposal and accompanying documentation submitted by the Proponents will not be returned.
- 3.16. The GNWT will not be held responsible for errors or omissions contained in a Proposal.
- 3.17. **Unit Prices:** When required as part of the Financial Submission, all unit prices should be extended and totaled; failure to do so may result in the Proposal being rejected as non-responsive or receiving a score of zero for the financial portion of the Competitive Selection Process. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the evaluation and resulting contract.
- 3.18. **Conflicts of Interest:** Each Proponent is required to disclose any instances, which may cause a conflict of interest as defined in the Pro-Forma Contract. If such disclosures are made, the Proponent is required to indicate the manner in which they intend to address such conflicts. Where the GNWT is not satisfied with the manner in which the Proponent intends to address such conflicts, the GNWT, in its sole discretion, may refuse to consider the Proponent's Proposal. Proponents may contact the Contact Person listed in paragraph 3.32. to enquire about any potential conflicts of interest.

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

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

- a) a Proponent or Proponent Team member that has knowledge of confidential information (excluding confidential information disclosed by the GNWT in the course of this SFRFP) of importance or relevance to this SFRFP process that is not available to other Proponents; or
  - b) has relationships, financial interests, commitments, or is engaged in litigation that could or could be seen to result in an improper influence over the objective, impartial and unbiased judgement of the evaluation committee during the Competitive Selection Process, or could be seen to limit, impair, and/or compromise the effective performance of a Proponent’s obligations if they were identified as the successful Proponent;
- 3.19. **Accommodations:** The GNWT supports and encourages the use of commercial establishments providing accommodation and meals where available. The successful Proponent and all their sub-contractors agree not to establish a facility to provide accommodations and meals to the work force employed for the services contemplated herein. Use of GNWT owned houses or other facilities for accommodations purposes is prohibited.
- 3.20. **Addendums:** Addenda issued prior to the Proposal Submission Deadline are incorporated into and form part of this SFRFP. By submitting a Proposal, the Proponent acknowledges having received all Addenda issued with respect to this SFRFP. It is the responsibility of all Proponents to contact the Contact Person referenced in paragraph 3.32, of this SFRFP to ensure receipt of all Addenda prior to submitting a Proposal.
- 3.21. **Access to Information and Protection of Privacy Act:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
- 3.22. **Business Incentive Policy, 63.02:** One of the priorities of the GNWT is to ensure local and northern materials; equipment and labour are used to the fullest extent practical on any GNWT contract. Therefore, the Business Incentive Policy (BIP), 63.02, applies to this SFRFP. For purposes of this SFRFP, the GNWT specifies that “Local” refers to the community(ies) identified in Section 10 of the SFRFP.

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

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

- 3.23. **Manufactured Products Policy:** In accordance with the Northwest Territories’ Manufactured Products Policy, Proponents are advised that it will be a requirement of any subsequent contract that the contractor utilize, whenever possible, approved northern manufacturers for any products that comply with specifications and applicable codes. Proponents may view the policy and the Approved Northern Manufactured Product List at the following website: <http://www.iti.gov.nt.ca/en/services/nwt-manufactured-products-policy>
- 3.24. **NWT Electronics Recycling Program:** If this SFRFP includes goods that are considered “electronics” (as defined by the Northwest Territories Electronic Recycling Regulations):
- a) prices proposed must include the NWT environmental handling fee(s) for eligible electronics. The GNWT will not compensate any Proponent that failed to include the environmental handling fee(s) on eligible electronics in their proposed price;

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- b) and it will be a requirement of any resultant contract that the successful contractor be registered as an electronics distributor with the Northwest Territories Electronics Recycling Program. For more information about the Electronics Recycling Program and/or to register as an electronics distributor visit: [www.rethinkitnwt.ca](http://www.rethinkitnwt.ca), email [nwtelectronics@albertarecycling.ca](mailto:nwtelectronics@albertarecycling.ca), or call (toll free) 1-888-999-8762 (ask for the NWT distributor assistance team). If requested by the GNWT, the Proponent shall produce confirmation that they are registered with the Northwest Territories Electronics Recycling Program as an electronics distributor. Failure to provide confirmation of registration within three (3) Business Days of a request may result in disqualification of the Proposal.

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

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

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

- 3.26. **Goods and Services Tax:** The GNWT is not subject to the Goods and Services Tax (the "GST").
- 3.27. **Vendor Complaint Process:** The GNWT has in place a Vendor Complaint Process (VCP). The VCP is intended to provide access to a consistent, fair and timely process to deal with vendor complaints concerning the GNWT's procurement process and to identify ways to make improvements to the process. Vendors can obtain a copy of the VCP at:

<https://www.fin.gov.nt.ca/en/resources/vendor-complaint-process>

- 3.28. **Subcontracting:** If a Proponent intends to use subcontractors, the Proposal should include the name(s) of the subcontractor(s) and the portion of the work the subcontractor(s) will perform. Proposals should also include the; complete address of the subcontractor, the type of work the subcontractor will perform, and the percentage of work to be performed by the subcontractor.
- 3.29. **No Lobbying:** Proponents, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to this SFRFP, or the Competitive Selection Process.

Further, no such person (other than expressly contemplated by this SFRFP) will attempt to communicate in relation to this SFRFP, or the Competitive Selection Process, directly or indirectly, with any representative of the GNWT (including any Minister or Deputy Minister, any member of the Executive Council, or any Member of the Legislative Assembly), or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

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



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

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

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

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

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

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

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

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

3.33. **Enquiries During the Solicitation Period:** All questions or enquiries (“Enquiries”) concerning this SFRFP must be in writing and to the Contact Person as stated in Section 1 of the SFRFP.

The following applies to any Enquires:

- a) responses to Enquiries will be in writing;
- b) all Enquiries, and all responses to Enquiries from the Contact Person, will be recorded by the GNWT;
- c) the GNWT is not required to provide a response to any Enquiry;
- d) Proponents are encouraged to submit Enquiries at an early date to permit consideration by the GNWT;
- e) a Proponent may request that a response to an Enquiry be kept confidential by clearly identifying the Enquiry as “Commercial in Confidence” if the Proponent considers that the Enquiry is commercially confidential to the Proponent;
- f) if the GNWT decides that an Enquiry marked “Commercial in Confidence”, or the GNWT’s response to such an Enquiry, must be distributed to all Proponents, then the GNWT will permit the Proponent to withdraw the Enquiry rather than receive a response, which election must be made by the Proponent within two (2) Business Days of being informed of the GNWT’s decision. If the Proponent does not withdraw the Enquiry, then the GNWT may provide its response to all Proponents;

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- g) notwithstanding sections (e) and (f) above:
- if one or more other Proponents submits an Enquiry on the same or similar topic to an Enquiry previously submitted by another Proponent as “Commercial in Confidence”, the GNWT may provide a response to such Enquiry to all Proponents; and
  - if the GNWT determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an Enquiry, including an Enquiry marked “Commercial in Confidence”, the GNWT may, in its discretion, distribute the Enquiry, response or information with respect to such matter to all Proponents.
- h) The GNWT reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication, including to avoid a proliferation of written communication in respect of the same subject matter.

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

**3.34 COVID-19:**

3.34.1. Measures introduced in the Northwest Territories to address the spread of COVID-19 may impact the ability of the Contractor to complete the Work in a timely manner.

3.34.1.1. The Contractor is required to consult the Department of Health and Social Services website: <https://www.hss.gov.nt.ca/en/services/coronavirus-disease-covid-19> for the latest information in relation to COVID-19 restrictions in the Northwest Territories and to continue to monitor this website for new restrictions that may be introduced.

3.34.1.2. The Contractor must monitor the website of the WSCC: <https://www.wsccl.ca> or contact WSCC directly to ensure that they are in compliance with all current work risk assessments relating to COVID-19 and maintain any documentation required by the WSCC, in particular assessments and documentation that may be required relating to the Contractor’s workers coming from outside the Northwest Territories who may be permitted to enter the Northwest Territories if working on the construction of capital infrastructure projects, pursuant to the Order of the Chief Public Health Officer of the Northwest Territories (or subsequent Orders, if applicable, if they similarly permit entry):

<https://www.gov.nt.ca/en/newsroom/chief-public-health-officer-orders-travel-restrictions-and-self-isolation-those-entering>

3.34.1.3. If the Contractor is delayed in the performance of the Work as a result of COVID-19 measures that impact the Contractor, the Contractor may notify the Owner and the timelines in the Contract, including the completion date, shall be extended for such reasonable time as the Owner may recommend in consultation with the Contractor. The Contractor shall not be entitled to payment for costs incurred by such delays.

3.35. In addition to the provisions outlined in article 3.34, the GNWT has implemented a COVID-19 Vaccination Policy for GNWT departments, agencies and boards which includes specific provisions for contractors who work, or perform services in facilities or worksites:

[https://www.fin.gov.nt.ca/sites/fin/files/resources/amended\\_covid-19\\_vaccination\\_policy\\_-\\_oct\\_18\\_2021.pdf](https://www.fin.gov.nt.ca/sites/fin/files/resources/amended_covid-19_vaccination_policy_-_oct_18_2021.pdf)

3.35.1. The Contractor, its employees and any subcontractor employees performing work or providing services in GNWT facilities or worksites are required to:

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- 3.35.1.1. be fully vaccinated by a Health Canada approved COVID-19 vaccine as defined in the GNWT Amended COVID-19 Vaccination Policy, or
  - 3.35.1.2. wear personal protective equipment (face mask, eye protection, and gloves), undergo testing every 72 hours, until they are fully vaccinated; and
  - 3.35.1.3. adhere to any other any additional Personal Protective Equipment and testing requirements implemented by the facility operators / management for guests and/or workers entering the facility.
- 3.35.2. The Contractor is responsible for ensuring their employees meet the requirements set out in article 3.35.1. and shall bear sole responsibility for all associated costs. The Contractor shall, at the request of the GNWT, provide the GNWT with proof of vaccination and/or testing for any employees that are scheduled to perform work or provide services under this Contract.
- 3.35.3. The GNWT has the right at any time, in its sole discretion, without incurring any liability whatsoever, to:
- 3.35.3.1. take the Work out of the hands of the Contractor;
  - 3.35.3.2. terminate the Contract; and/or
  - 3.35.3.3. consider the Contractor as ineligible (not responsible) with respect to future GNWT tender or proposal requests,

In the event the Contractor is in default of Articles 3.35.1. or 3.35.2. during the performance of the Work or is unable to perform the Work. The GNWT may also hold the Contractor liable for any costs associated with the breach of Contract.

3.35.4. COVID-19 Testing Requirements

Employees of the Contractor, including employees of its subcontractors, that are not fully vaccinated for COVID-19, must undergo regular COVID-19 testing. Regular testing shall consist of the following:

- prior to entering a GNWT facility or worksite, a negative COVID-19 test result from a test taken within 72 hours of the planned initial entry to the facility or worksite; and
- a COVID-19 test taken within each three (3) day period that the employee is in a GNWT facility or on a GNWT worksite.

For further certainty, no unvaccinated employees shall enter a GNWT facility or GNWT worksite without a negative COVID-19 test result from a test taken within the previous 72 hours.

In the event of a positive COVID-19 test, the employee must follow all active direction and instructions provided by the Office of the Chief Public Health Officer and may only return to work once cleared to do so by the Office of Chief Public Health Officer.

## **4. EVALUATION:**

### **4.1. MANDATORY REQUIREMENTS**

The GNWT has several requirements that are deemed Mandatory when submitted a Proposal in response to the SFRFP. Failure to comply with a Mandatory requirement will result in disqualification of the Proposal and removal of the Proposal from further consideration during the evaluation process. The Mandatory Requirements that shall apply are set out in Section 8 of the SFRFP.

### **4.2. RATING**

Proposals shall be evaluated and rated by an evaluation committee, using predetermined criteria 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, by which each Proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10 (see table in section 2.4). 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.

### **4.3. EVALUATION PROCESS**

The GNWT will evaluate Proposals in accordance with the Proposal Rating Schedule provided in Section 9 of the SFRFP.

The SFRFP has detailed guidelines regarding the format of Proposal submissions. Proponent should ensure they thoroughly review Section 10 of the SFRFP (Proposal Response Guidelines) when preparing their Proposal.

The evaluation process shall consist of the following stages:

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

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

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

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 the SFRFP.

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

Please refer to Section 9 of the SFRFP for information regarding the approach that will be used for the evaluation of proposed fees and expenses.

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

Please refer to Section 10 (Proposal Response Guidelines) for information regarding application of the *Business Incentive Policy*.

**4.4. SCORING LEGEND**

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