



**TABLE OF CONTENTS**

**PART 1: INSTRUCTIONS TO PROPONENTS ..... 2**

**PART 2: 3 NATIONS REGIONAL HEALTH PLAN – BACKGROUND & SCOPE OF WORK .... 5**

**PART 3: PROPOSAL EVALUATION PROCESS ..... 9**

**PART 4: PROPOSAL FORMAT ..... 11**

**PART 5: PROPONENT RESPONSE ..... 12**

**PART 6: GENERAL CONDITIONS OF THE SERVICES CONTRACT ..... 13**

**Appendix A - Proposal form “A” ..... 18**



## PART 1: INSTRUCTIONS TO PROPONENTS

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals (“RFP”), as any variation from them may result in a proposal being rejected.

1. Proposals must be submitted in electronic form via email by **12:00 am (midnight), September 8, 2023** (the “Closing Time”) to:

Feddie Louie

*Insert email here once a project manager is identified.*

Louie.feddie@gmail.com

(the “Closing Location”).

2. Proposals must be submitted to the Closing Location before the Closing Time in the manner outlined in this RFP.
3. Proponents must abide to the following email requirements in submitting their proposals in response to this RFP:
  - a) The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by their internet service provider);
  - b) Proponents should submit email proposal submissions in a single email, subject “**3Nation Health Proposal**” and avoid sending multiple email submissions for the same opportunity. If, however, the file size of an electronic submission exceeds the applicable maximum size, the Proponent may submit multiple emails to reduce attachment file size to be within the maximum applicable size. In such an event, Proponents must identify the order and number of emails making up the email proposal submission (e.g., “email 1 of 3, email 2 of 3...”);
  - c) For proposal submissions submitted by multiple emails, the 3 Nations Society reserves the right to seek clarification or reject the proposal if the 3 Nations Society is unable to determine what documents constitute the complete proposal; and
  - d) Attachments must not be compressed, must not contain a virus or malware, must not be corrupted and must be able to be opened. Proponents are solely responsible for ensuring that any emails or attachments submitted as part of their proposal are not corrupted. The 3 Nations Society may reject proposals that contain compressed files, cannot be opened or that contain viruses or malware or corrupted attachments.
4. The Proponent is solely responsible for ensuring that the 3 Nations Society receives a complete proposal, including all attachments and enclosures, before the Closing Time and in accordance with the manner outlined in section 3 above.
5. The Proponent must identify in its proposal its business name and address, its subsidiaries and parent companies (if applicable), the title of the proposal enclosed, and the Closing Time.



6. Proposals must be received by email at the Closing Location on or before the Closing Time, as determined by the clock at the Closing Location. Proposals received after this time or at another location will not be considered regardless of the reason for their being late or provided to the wrong location.
7. If a Proponent wishes to verify that its proposal has been received prior to Closing Time, the Proponent may email or call the Project Manager (see section 28 below). The Proponent must identify its business name and confirm that the caller is a duly authorized representative of the Proponent before this information may be released. No other information concerning the proposals will be released under any circumstances prior to proposal review.
8. Proposals may be withdrawn by submitting an email request to the Project Manager, submitted by the Proponent, prior to the Closing Time. After receipt of such a withdrawal request, the proposal will be deleted with confirmation of deletion sent to the Proponent.
9. If discrepancies or omissions are found in the specifications or other documents provided in this RFP, or if any clarification is required, a Proponent may contact the Project Manager. The Project Manager will respond by email or by issuing addenda to all Proponents if necessary. If addenda are issued or if there are any changes to the work, reasonable efforts will be made to inform all Proponents by email prior to the Closing Time. All addenda will become part of the subsequent services contract(s) between successful Proponents and the 3 Nations Society (the “**Services Contract**”), and receipt of addenda must be acknowledged by Proponents in their proposals. Failure to provide such acknowledgement will, however, not alter that all addenda will be incorporated into the terms of Services Contracts. It is the sole responsibility of the Proponent to ensure all addenda issued before the Closing Time were received by the Proponent.
10. Proposals submitted by individuals shall be signed by those individuals. Proposals submitted by partnerships shall be signed by at least one partner. Proposals submitted by corporations shall be signed by properly authorized signing officers.
11. Erasures and/or corrections must be initialled by the person(s) authorized to sign the proposal.
12. **Proposals must be submitted by email**: no proposal faxed, mailed, or otherwise delivered to the Project Manager will be considered. Amendments to the proposal may be made by email provided that such amendments are received at the Closing Location by the Closing Time and are clearly marked as an amendment to a specified proposal. **To maintain the confidentiality of the proposal, an amendment in the form of an email must specify only the change to the proposal and the authorized person submitting the amendment on behalf of the Proponent; the entire proposal should not be re-submitted unless the change has broad implications to the overall proposal.**
13. The property and/or services contracted for are for the use of, and are being purchased by, the 3 Nations Society and are not subject to the Goods and Services Tax or Provincial Sales Tax (“**GST/PST**”). It is the responsibility of the Proponent to apply directly to Canada Revenue Agency for Input Tax Credits on any GST/PST paid.



14. This is intended to be a value-driven process, with proposals to be evaluated on the basis of the evaluation criteria outlined in Part 3 of this RFP. The 3 Nations Society need not accept the lowest priced, the highest ranked, or any proposal, and reserves the right to reject or accept any or all proposals without further explanation.
15. All proposals shall be unconditional, irrevocable, and open to acceptance by the 3 Nations Society at any time within *thirty (30)* days after the Closing Time.
16. This RFP does not commit the 3 Nations Society to award a Services Contract. The 3 Nations Society reserves the right to cancel this RFP at any time without award or compensation to any Proponents.
17. Failure to comply with any instruction contained in this RFP may be deemed sufficient cause for the rejection of all or part of any proposal. Any items omitted or any special conditions or qualifications added to the proposal (for example, the Proponent's standard terms of sale) may cause the proposal to be rejected or affect the evaluation of the proposal. No escalation clauses will be accepted.
18. Submission of a proposal shall be deemed to be confirmation that the Proponent acknowledges and agrees to the general terms and conditions of the Services Contracts, as set out in Part 6 of this RFP.
19. Proponents are solely responsible for their own fees and expenses incurred in preparing, presenting, and delivering their proposals.
20. Proponents are solely responsible for delivering their proposals to the Closing Location prior to the Closing Time.
21. If, in the opinion of the 3 Nations Society, any proposal contains a minor defect, or fails in some way to comply with any requirement of this RFP that, in the opinion of the 3 Nations Society, can be remedied without providing an unfair advantage with respect to the other Proponents, the 3 Nations Society may request clarification from the applicable Proponent, and the 3 Nations Society, upon receipt of the appropriate clarification, may waive the minor defect or any irregularity, and accept the proposal. Any failure by the Proponent to provide a written response that, in the opinion of the 3 Nations Society, properly clarifies its proposal within the specified time of receiving a request for clarification may result in rejection of the proposal.
22. Once proposals are received, they become the property of the 3 Nations Society, and will not be returned. Information contained in proposals submitted will be held in confidence.
23. Proponents are only entitled to receive information about their own proposals, and how they were evaluated.



24. After final evaluation, the 3 Nations Society may in its sole discretion, with the highest ranked or any Proponent, negotiate specific terms and conditions that are different or additional to those listed in Part 6 of this RFP. Such changes, if any, shall, however, generally fall within the scope of the RFP, and be limited to those items that would not have a material effect on the ranking of proposals.
25. This RFP is subject to the 3 Nations Society purchasing and contracting policies.
26. Each Proponent, by submitting a proposal, irrevocably waives any claim, action or proceeding against the 3 Nations Society and against any of 3 Nations Society's employees, advisors or representatives for damages, expenses or costs including costs of proposal preparation, loss of profits, loss of opportunity and/or any consequential loss for any reason including: any actual or alleged unfairness on the part of the 3 Nations Society at any stage of the RFP process; if the 3 Nations Society does not award or execute a Contract; and, if the 3 Nations Society is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached any of the terms of this RFP.
27. By submitting a proposal, the Proponent agrees that the Proponent has investigated all conditions that may affect the work, and assumes all risks associated with those conditions.
28. **All proposals must be submitted electronically to [louie.feddie@gmail.com](mailto:louie.feddie@gmail.com) No later than midnight, September 8, 2023 Late submissions will not be considered.** Information obtained from any other source is not official and may be inaccurate.  
**Any questions or requests for clarification regarding this RFP should be directed to Freddie Louie at [louie.feddie@gmail.com](mailto:louie.feddie@gmail.com) no less than two (2) business days prior to the Closing Time to allow sufficient time to reply.**



## PART 2: 3 NATIONS REGIONAL HEALTH PLAN – BACKGROUND & SCOPE OF WORK

### Purpose

The primary purpose of this Request for Proposal (RFP) is to obtain the services of a skilled team to support, guide and document the development of a 5-10 year Health Services Plan for the Tahltan, Kaska, Taku Tlingit 3 Nations territories that is community-driven, inclusive of all partners and service providers, enhances inclusion of cultural practises, enhances access to medical services and addresses any identified gaps.

#### The plan should include:

- (a) a thorough *Health Environmental Scan* of all the 7 communities of the 3 Nations which are Atlin, BC, Lower Post, BC, Good Hope Lake, BC, Telegraph Creek, BC, Iskut, BC, Dease Lake, BC and Fort Ware, BC;
- (b) a 3 Nation working group that will assist with the project;
- (c) a holistic Regional Health Plan that incorporates traditional and cultural services, service providers, partners, and the 7 communities;
- (d) the development of a realistic governing structure that will oversee and direct the implementation of the plan and is reflective of the representatives of the region and partners but strongly reflects the and acknowledges the rightful owners of the 3Nations territories.

The *Environmental Scan* should encompass a wide range of factors influencing the health and well-being of the 3Nations population. Key areas to be included in the analysis are:

- a. *Health Facilities and Services*: Assess the availability, accessibility, and quality of healthcare facilities and services in the 3Nations Territory. Identify all service providers, and potential partners.
- b. *Demographic and Population Health*: Analyze the demographic composition, health indicators, and prevalent diseases to understand the current health status of the 3 Nations population.
- c. *Socioeconomic Factors*: Examine the social determinants of health, such as education, income levels, employment opportunities, and housing conditions, and their impact on health outcomes.
- d. *Environmental Factors*: Investigate environmental conditions and potential health risks, including location, access, air and water quality, sanitation, and exposure to hazardous substances.



e. *Health Policies and Regulations*: Evaluate existing health policies, regulations, and their implementation in the region.

f. *Emerging Health Concerns*: Identify emerging health issues and potential future challenges that may affect the 3Nations population.

g. *Community Engagement*: Assess community engagement and participation in health promotion and disease prevention activities.

## Project Background

3 Nation Society is searching for individuals, professionals or firms to develop a 5–10-year Regional Health plan that focuses on clinical and traditional Health care. Our focus is to develop a wholistic wellness model that meets the needs of our Tahltan, Kaska and Taku River Tlingit members while ensuring everyone can access services regardless of location, race, or membership in our territories.

Collective vision that enhances capacity, services, trust, competencies, wellness and progress that help our communities live healthy, happy and fulfilled lives in our 3nations territories.

Partners – The plan must be inclusive of all partners and service providers that impact our territories as well build on and improve those partnerships

Unity – The plan must create unity and synergy where possible and where not possible, must outline potential solutions or focus

Wholistic – The services, while meeting FNHA and NHA guidelines, must create opportunities for seamless integrated disciplines such as health/social/cultural/environmental/economical/ relevant and as directed by the communities.

Community-driven – Local services must meet the needs of the local communities and be community-driven by each of the 7 communities.

Community engagement – Successful applicant will be expected to visit communities and hold engagements sessions throughout the plan development.

Working Group – The successful applicant must develop and/or engage a working group that consists of minimally, one (1) health lead from each community to guide and direct the plan development.

\*\*\* The Health & Wellness Planning Toolkit provided by FNHA can be used as a **guiding** document for the plan\*\*\*





## **1. RFP Objective**

The objective of this RFP is to obtain the services of a Contractor capable of delivering services described in section 4 below. The objectives required for a successful proposal include:

This project intends to enhance the well-being of our 7 3Nation communities through a community relevant health services plan; The ability to improve approaches to community well-being in the 7 communities; Assist the communities in increasing the community ownership health and approaches to well-being;

In their proposals, Proponents must describe their abilities for all the services.

## **2. Description of Services**

The Proponent shall provide professional service to

- Create a vision, mission based on relevant values in order to guide the development of the 3nations health services plan;
- Create frameworks to embed wellness throughout our communities' governance, policies and procedures recognizing the impact they have on the physical, mental and social well-being of our 3nation communities';
- Form a 3nations wellness committee and work closely with them to plan and develop the 3Nations health strategy;
- Develop key wellness indicators to measure the success of the health services plan;
- Inform the communities about the project and consult with the communities to develop a list of concerns, needs and assets;
- Develop and 3nations health services plan that is reflective of the 7 communities while maintaining the autonomy of each nation and community;
- Work with the 3Nations management team throughout the process of developing the 3Nations health services plan.

## **3. Interviews and/or Demonstrations**

3 Nations Society may require interviews and/or demonstrations with the qualified Bidder(s). These interviews and/or demonstrations will be at the expense of the Bidder without reimbursement.

Interviews and/or demonstrations will be attended by the Bidder's proposed Project Manager.





## PART 3: PROPOSAL EVALUATION PROCESS

### 1. Evaluation Criteria

Proposals will be evaluated based on the criteria listed below in section 2. Proponents must ensure that the information they provide includes sufficient material to enable the 3 Nations Society to assess their capabilities. Proposals will be graded to reflect the quality of the response.

**1. Evaluation Criteria: The proposals will be evaluated based on the following criteria:**

- a. Demonstrated experience and qualifications in health research and environmental scanning.
- b. Soundness and suitability of the proposed methodology.
- c. Clear and achievable timeline.
- d. Cost-effectiveness and value for money.
- e. Demonstrated ability to engage with stakeholders effectively.



## 2. Criteria

		<b>Score</b>
<b>1)</b>	<b>Presentation/Format of Proposal and Completeness</b>	<b>5</b>
<b>2)</b>	<p><b>Qualifications &amp; Experience:</b></p> <ul style="list-style-type: none"> <li>• Company history and experience with similar projects</li> <li>• Proposed timelines</li> <li>• Company's stability and reputation</li> <li>• Demonstrated quality working relationship</li> <li>• Qualifications and experience of personnel assigned to the project</li> <li>• Provide a brief resume of projects completed               <ol style="list-style-type: none"> <li>a) the project (scope, location, methods)</li> <li>b) the duration of the project (calendar dates and weeks/months of work) and how you met the timelines and schedule of the project</li> <li>c) the relevant skills applied,</li> <li>d) the project deliverables, and</li> <li>e) the roles of project team members.</li> </ol> </li> </ul>	<b>25</b>
<b>3)</b>	<p><b>Methods/Work plan</b></p> <ul style="list-style-type: none"> <li>• Number of mandatory requirements met</li> <li>• Number of non-mandatory requirements met</li> <li>• Ability of the Respondent to demonstrate that functional requirements are met</li> <li>• Existence of a clearly articulated implementation methodology</li> <li>• Existence of a clearly articulated support and service level agreement</li> <li>• Existence of a clearly articulated change management methodology</li> <li>• Amount and type of training provided</li> <li>• Thorough and user-friendly documentation</li> <li>• Product fit in terms of standards, size, complexity, and functionality</li> <li>• Compatibility with 3 Nations Society computing environment</li> <li>• Use of advanced technology</li> </ul>	<b>45</b>
<b>4)</b>	<p><b>Northern Content</b></p> <p>Describe the northern content of your proposal, in terms of:</p> <ol style="list-style-type: none"> <li>a) How your work will add value to the northern economy; and</li> <li>b) The percentage of time that will be spent by northern resources compared to that spent by non-northern resources.</li> </ol>	<b>5</b>
<b>5)</b>	<p>Price</p> <ul style="list-style-type: none"> <li>• Cost-effective implementation and long-term maintenance fees</li> </ul>	<b>20</b>
	<b>Total</b>	<b>100</b>



## PART 4: PROPOSAL FORMAT

### 1. General Format

**Interested bidders are requested to submit their proposals in the following format:**

- a. Executive Summary: Provide an overview of your understanding of the project's objectives and your proposed approach.
- b. Experience and Qualifications: Describe your team's experience in conducting similar health environmental scans and relevant qualifications.
- c. Methodology: Outline your proposed research methodology, data collection techniques, and analytical approach.
- d. Timeline: Present a detailed timeline with key milestones and deliverables.
- e. Budget: Provide a comprehensive cost estimate for the entire project, including any potential additional expenses.
  
- f. References:  
Include references or testimonials from previous clients to showcase the quality of your work.

The following format and sequence should be followed in order to provide consistency in Proponent response and ensure each proposal receives full consideration.

- a) Signed and completed Proposal form "A" (Appendix A);
- b) Title page identifying the RFP;
- c) Table of contents, including page numbers;
- d) The body of the proposal, i.e. The "Proponent Response", such as but not limited to;
  - i. Project approach;
  - ii. Experience and team qualifications;
  - iii. Cost spreadsheet;
  - iv. Schedule; and

All pages should be consecutively numbered.



## 2. Copies

The 3 Nations Society reserves the right to make additional copies of all or part of the Proponent's proposal for internal use, or for any other purpose required by law.

## 3. Consent to Investigation

In order to assist the 3 Nations Society in determining the best qualified and capable Proponent, the 3 Nations Society reserves the right to make any investigations of a Proponent's business experience, financial capability and business practices as deemed necessary. The Proponent agrees to permit and cooperate with such investigations.

**1. Confidentiality: All information provided in the proposals will be treated as confidential and used solely for the purpose of evaluating the submissions.**

## 4. Conflict of Interest

Proposals will not be evaluated if the Proponent's current or past corporate or other interests may, as determined in the 3 Nations Society's sole discretion, give rise to a conflict of interest in connection with any Services Contract that may be awarded pursuant to this RFP.

## PART 5: PROPONENT RESPONSE

To receive full consideration during proposal evaluation, Proponents should clearly describe (i) how the Proponent meets all the mandatory criteria and as many aspects of the desirable criteria as possible, (ii) how the Proponent proposes to carry out the applicable scope of work outlined in Part 2, and (iii) include the proposed pricing schedule in a single table.

A meeting with all proponents to answer questions or discuss the proposed work may occur if sufficient numbers of proponents' request this occur. Otherwise, responses to proponent will occur through email or phone by the Project Manager.



## PART 6: GENERAL CONDITIONS OF THE SERVICES CONTRACT

The terms and conditions contained herein shall apply to any individual Services Contract(s) issued pursuant to the RFP. In the event of conflict between terms and conditions of this RFP and the 3 Nations Society standard contract form, the terms and conditions of this RFP will prevail.

For the purpose of interpretation, 3 Nations Society is the "Owner" in this Services Contract, and the successful Proponent is the "Contractor".

1. **TIME OF ESSENCE** Time is of the essence of this Services Contract.
2. **COMPLETION** This Services Contract will be for the completion of the applicable services described in Part 2 of the RFP.
3. **CONFIDENTIALITY** The Contractor shall treat as confidential and shall not, without the prior written permission of the Owner, publish, release, or disclose or permit to be published, released, or disclosed either before or after termination of this Services Contract, any information supplied to, obtained by or which comes to the knowledge of the Contractor under this Services Contract. The Contractor shall ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the Services Contract, are strictly controlled, to the satisfaction of the Owner.
4. **PERFORMANCE** The Contractor shall carry out its obligations under this Services Contract to the complete satisfaction of the Owner. The Contractor shall:
  - a. work on its own premises, with its own workstations and software;
  - b. maintain close contact with the 3 Nations Society coordinators and specific project leads as needed for direction, review, feedback, and acceptance of services and deliverables.
  - c. attend meetings as required in person, by telephone, or by video or tele-conference (Skype or a similar service that is acceptable to the 3 Nations Society); and
  - d. commit resources to dedicated periods of work as determined with the 3 Nations Society .
5. **WARRANTY BY CONTRACTOR** The Contractor warrants that the Contractor is competent to perform the work required under this Services Contract, and has the necessary qualifications, including the knowledge, skill, and ability, to perform the work.
6. **GOVERNING LAW** This Services Contract shall be deemed to have been made in and shall be interpreted and enforced in accordance with the laws in force in British Columbia.
7. **LAWS, PERMITS AND BY-LAWS** The Contractor shall comply with all laws and regulations applicable to the place of the work, and shall pay for all permits and certificates required in respect of this Services Contract.
8. **BUSINESS LICENSE** The Contractor must obtain and maintain throughout the term of this Services Contract a valid business license applicable to the location of this Services Contract.



9. **WORKERS COMPENSATION** The Contractor must obtain and maintain throughout the term of this Services Contract workers compensation coverage applicable to its employees and the location of the Services Contract. The Contractor must provide proof of such coverage to the Owner; the Owner may withhold payment pursuant to this Services Contract until such proof is provided to the satisfaction of the Owner.
10. **INTERPRETATION** Should any dispute arise regarding the meaning or intent of this Services Contract, the Owner will make a decision which will be final.
11. **EXECUTION OF THE WORK** The Contractor shall provide all necessary labour, materials, tools, and equipment to carry out the work, and shall carry out the work in a careful and professional manner and to the satisfaction of the Owner throughout the term of this Services Contract. A failure on the part of the Contractor to complete services and deliverables as agreed to or to the standard required by the Project Manager may be cause for the Owner to withhold payment and/or terminate this Services Contract. The Owner may review the work at any point during the term, and may, in its sole discretion, withhold payment and/or terminate this Service Contract based on the results of such reviews.
12. **NO ASSIGNMENT** Without the prior written consent of the Owner, which consent will be provided in the Owner's sole discretion, the Contractor shall not assign or sublet this Services Contract or any of the Contractor's rights, benefits or monies accruing hereunder, and any purported assignment without such consent will be void and of no force or effect.
13. **CHANGES** to the Services Contract may only be made on prior written approval from the Owner. Any resulting adjustment to the contract price must first be agreed to by the Owner and the Contractor and must represent the reasonable and proper costs incurred by, or savings accruing to, the Contractor.
14. **DELAY** No payment will be made for any extension of the completion date for this Services Contract granted by the Owner to the Contractor due to delay encountered during the execution of this Services Contract, unless such delay was directly caused by the Owner as confirmed by the Owner in its sole discretion.
15. **SUSPENSION OF WORK** In the event that any work is suspended, the Contractor will arrange for protection of such work as directed by the Owner. The Contractor will be reimbursed for reasonable and proper expenses incurred in protecting the work as a result of suspensions directly caused by the Owner as confirmed by the Owner in its sole discretion.
16. **TERMINATION** The Owner may at any time, upon 6 days' notice in writing to the Contractor, suspend or terminate this Services Contract for reasonable cause. The Owner may additionally terminate this Services Contract without cause by giving the Contractor 6 days' written notice of its intention to terminate. The Owner's obligation to make payment to the Contractor will cease when payment for the work satisfactorily performed has been made. Unless otherwise directed by the Owner, the Contractor shall continue in good faith the work until the date of termination.



17. **CO-OPERATION AND MAKING GOOD** The Contractor shall perform the work under this Services Contract with minimum disturbance to personnel and the public and will ensure that the health and safety of persons occupying adjacent or contiguous parts of the building or project is protected. The Contractor shall obtain the approval of the Owner for the hours during which the work will be performed and shall provide a work schedule for approval by the Owner before commencing the work, unless otherwise directed by the Owner.
18. **PROPERTY OF THE OWNER** The Contractor shall be liable to the Owner for any loss or damage to any property of the Owner arising out of the performance of this Services Contract, unless and to the extent that such loss or damage is caused or contributed to by the Owner.
19. **FACILITIES** The Contractor shall comply with all rules, policies and standards governing access to, and use of, facilities owned or occupied by the Owner and in or around which the Contractor will be working. The Owner shall provide the Contractor with copies of, or information regarding, applicable rules, policies, and standards applicable to such facilities owned or occupied by the Owner.
20. **PAYMENT** The Contractor shall submit monthly invoices to the Owner. Subject to verification by the Owner, payment of the Contractor's invoice for work satisfactorily completed will be made not later than 30 days after receipt thereof. As the contract price is not subject to GST/PST, the Contractor's invoice must show the amount claimed for work satisfactorily performed, excluding GST/PST.
21. **INTEREST ON OVERDUE ACCOUNTS** If the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than \$100. Such interest will be calculated and added to any unpaid amounts monthly.
22. **DEDUCTIONS** The Contractor shall pay all valid claims for wages and other fees and expenses it incurs in respect of this Services Contract, as and when such claims become due. If the Contractor fails to do so, the Owner may do so and deduct from monies owing to the Contractor by such sums including: any outstanding wages owing to persons employed to perform this Services Contract; any assessments of applicable health and safety, unemployment insurance and/or workers' compensation boards relating to this Services Contract; and any other claims, charges or encumbrances arising in any manner whatsoever from the operations of the Contractor which the Owner determines, in its sole discretion, to be valid and enforceable. The Owner may also set off against amounts owing to the Contractor any sums owing by the Contractor to the Owner.
23. **WORKERS** The Contractor shall ensure that all workers engaged in this Services Contract are competent and qualified to carry out their duties and responsibilities. The Contractor shall be responsible for all assessments, returns, remittances, and deductions in respect of the Contractor's workers under the applicable workers compensation legislation, unemployment insurance legislation, income tax legislation and pension plan legislation.





24. **INDEMNIFICATION** The Contractor shall indemnify and save harmless the Owner from and against all claims, demands, losses, damages, costs, fees, expenses, actions, and suits that may arise, directly or indirectly, from its performance of this Services Contract or by reason of any matter or thing done, permitted, or omitted to be done by the Contractor, its subcontractors and/or any of their agents or employees with respect to this Services Contract.

25. **INSURANCE** The Contractor, during the period of time this Services Contract is in force and during any warranty period stated in this Services Contract, will provide, pay for, and maintain the following insurance with minimum policy limits as specified below, in forms and with insurers acceptable to the Owner.

- Commercial General Liability Insurance with a minimum liability limit of \$2,000,000 per occurrence covering bodily injuries and property damage and including the Contractor's premises, property, and operations; contingent liability with respect to the Contractor's subcontractors; and contractual liability covering the Contractor's liability under this Services Contract with the Owner.

In addition, professionals may be requested to provide proof of professional liability insurance.

The Contractor shall ensure that:

- each insurance policy states that it cannot lapse, be cancelled, or be materially altered without at least 30 days' notice in writing to the Owner;
- any deductible is borne in full by the Contractor; and
- the Owner is listed as an additional insured on all insurance policies contemplated in this Services Contract, except Professional Liability insurance and Automobile insurance.

Preceding the start of any work under this Services Contract, the Contractor shall provide the 3 Nations Society with a certificate of insurance showing that all required coverage is in force.

If the Contractor fails to provide, maintain, and pay for insurance as required by this section 25, the 3 Nations Society shall have the right to obtain and pay for the required insurance, the cost of which shall be payable on demand by the Contractor. The 3 Nations Society shall have the right to offset such amounts from monies due to the Contractor if not paid within 15 days.

26. **ACCESS TO WORK** The Contractor shall permit the Owner and/or its representatives to always have access to the work during the execution of the work and shall co-operate fully with other contractors or workers sent to the place of the work by the Owner.

27. **OWNERSHIP** The Owner is the sole and exclusive owner of any material produced under this Services Contract. Without the prior written approval of the Owner, the Contractor shall not use or disclose for any purpose (other than for the Work) any material produced under this Services Contract. In this section 27, "material" includes both tangible and intangible (including intellectual) property.



28. **ENTIRE AGREEMENT** This Services Contract, the RFP and the proposal submitted by the Contractor (including amendments submitted in accordance with the RFP), constitute the entire agreement between the Parties in respect of the subject matter of this Services Contract and supersedes all previous negotiations, communications, and other agreements in respect of it, unless they are specifically incorporated by reference into this Services Contract. Where a conflict exists between any provision of this Services Contract and a provision of the Proposal, the provision of this Services Contract shall prevail.
29. **WAIVER** The failure by the Owner to exercise or enforce any of the terms or conditions of this Services Contract will not constitute or be deemed a waiver of the Owner's rights to enforce each and every term of this Services Contract. The failure by the Owner to insist upon strict performance of any of the terms or conditions of this Services Contract will not be deemed a waiver of any subsequent breach or default in the terms or conditions herein.
33. **PRICING** Prices quoted in the proposal are to remain firm, except that if the Contractor offers the service or product for public sale at a lower cost, the Contractor shall immediately extend the same or better pricing to the Owner pursuant to this Services Contract.



## Appendix A - Proposal form "A"

### PROPONENT SECTION:

For proposals, a person authorized to sign on behalf of the Proponent must complete and sign the Proponent Section (below), leaving the rest of this page otherwise unaltered, and include the originally-signed and completed page with the first copy of the proposal. An electronic signature is deemed to be an original signature and indicates agreement with the below statement. The rest of this page must be otherwise unaltered and submitted as part of your proposal.

*The enclosed proposal is submitted in response to the above-referenced Request for Proposals ("RFP"), including any addenda. Through submission of this proposal, we agree to all of the terms and conditions of the RFP and agree that any inconsistent provisions in our proposal will be as if not written and do not exist. We have carefully read and examined the RFP and have conducted such other investigations as were prudent and reasonable in preparing the proposal. We agree to be bound by statements and representations made in our proposal.*

Signature of Authorized Representative:

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Printed Name of Authorized Representative:

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Title:

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Legal Name of Proponent (and Doing Business As Name, if applicable):

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Address of Proponent:

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Date:

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Authorized Representative phone, fax, or email address (if available)

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