



NUNATSIAVUT

kavamanga Government

REQUEST FOR PROPOSALS

Medical Ground Transportation – St. John’s, NL

Issue Date:
April 17, 2024

Closing date and time:
May 15, 2024

Context

The Nunatsiavut Government (NG) was established in 2005 following the establishment of the Labrador Inuit Land Claims Agreement (LILCA). LILCA includes self-government provisions rendering the NG a regional Inuit government within the province of Newfoundland and Labrador. The NG has authority over many central governance areas including health, education, housing, culture and language, justice, and community matters.

Project Overview and Scope of Work

Project Overview

The Nunatsiavut Government is currently seeking proposals from organizations, companies or individuals to provide ground transportation in St. John's, NL, for Beneficiaries of the *Labrador Inuit Land Claims Agreement* on an as-needed and scheduled basis and also to and from medical appointments for all Beneficiaries and approved escorts traveling to the area for medical care, for a period of five (5) years.

Requirements and Scope of Work

The successful contractor will provide transportation to Beneficiaries for the following:

- To and from place of accommodation and locations of medical appointments;
- To and from appointments at medical centres, clinics, airport terminal, etc.;
- Stops at pharmacies for the filling of prescriptions when necessary.
- As otherwise directed by the NG.

The following terms and conditions will apply:

- Transportation does not mean emergencies that require an ambulance with medical personnel present;
- Transportation for Beneficiaries will be in and around the St. John's, NL area;
- Transportation will be for medical care purposes only.

Responsibilities of the successful proponent:

- The successful proponent will ensure that the vehicle used to transport clients is safe, in good running order and clean;
- That the vehicle meets all legal requirements for the commercial transportation of patients/clients;
- That all drivers are properly licensed;
- That all drivers have an up to date clear code of conduct certificate, which must be submitted to the NG prior to entering into a contract for provision of the services;
- That the vehicle and driver are currently or are capable of obtaining insurance with the following minimum coverage, proof of which may be required by the NG;
 - Bodily injury - \$1,000,000
 - Third party liability - \$1,000,000
 - Property damage - \$1,000,000
 - Cargo - \$1,000,000
- That a suitable vehicle and qualified driver is available at all times;

- That a log be submitted to the NG Non-Insured Health Benefits Program (NIHB) at the end of every month documenting information including but not limited to:
 - The date(s) number of individuals transported;
 - Pick up and drop off locations;
 - Presence or absence of medical escorts
- Meet with employees of the NG as required to provide updates and receive feedback as it relates to the provision of the services.

Requirements of Submission

Specific requirements outlined below do not constitute the final terms of an agreement or an engagement. A formal written agreement between the two parties will determine the ultimate terms.

Proposal Submission (Format & Response Guidelines)

To allow the NG the ability to conduct a thorough and timely evaluation, Proposals should be presented in a clear and concise manner. Failure to present information in the format that is requested may be to the proponent's disadvantage. It is suggested that the following format and sequence be followed to provide consistency in proponent response and to ensure each Proposal receives full consideration.

All interested parties are required to submit the following documents. Failure to do so may result in the Proposal being rejected:

1. Cover Letter: A brief introduction to your Proposal, including the Proponents background and experience in providing ground transportation services.
2. Business Information: Detailed information about the ground transportation service, including:
 - a. The full legal name of the business;
 - b. A description of the business;
 - c. Location of business;
 - d. A description of the vehicle fleet and operation of the service;
 - e. Number of vehicles available and types of vehicles available daily;
 - f. Number of staff available daily;
 - g. If car seats are available and parameters for seatbelts;
 - h. If vehicles are wheelchair accessible;
 - i. Estimate of average wait time;
 - j. Description of intake and output process for logging trip requests with/for clients;
 - k. Availability of cargo space.
3. Ground Transportation Terms and Cost: Provide a breakdown of the monthly cost and any associated fees. Include any proposed terms and conditions related to the ground transportation service:
 - a. The proposed price and terms for which the business is prepared to offer transportation;

- b. A breakdown of the calculations used to determine the average cost per trip, the cost per month based on the average number of trips, and the cost per contract year.
4. References: Provide references from previous contracts.

Evaluation Criteria for Proposals

The NG will evaluate each Proposal received in response to this RFP on the principle of value for money by using the following criteria.

- Suitability of the ground transportation to meet the requirements outlined within the RFP
- Cost-effectiveness and transparency of the proposed ground transportation terms.
- Availability of requested amenities and features.
- Reputation and experience of the business/organization/owner.
- References provided.

The *Procurement Act* will be used to determine the preferred supplier and Inuit Content Factor of the submissions. **It is the responsibility of Proponents to show, in their Proposal, a calculation of the Inuit Content Factor for the Proponent and must include a completed copy of the Inuit Content Scoresheet as shown in the Appendix 2.**

The NG reserves the right to discuss any and/or all Proposals and to request additional information from the Proponents.

The NG may not accept the lowest-cost or any Proposal and the NG reserves the right to cancel this RFP. Any Proposal that is accepted may be accepted in whole or in part.

Instructions to Proponents

Enquiries

All enquiries regarding this RFP must be made in writing by email and addressed to:

Attn: Abigail Webb – NIHB Manager – Department of Health and Social Development
Re: Medical Ground Transportation – St. John’s, NL - RFP
Telephone: 709-896-3185
Mail: 218 Kelland Drive, P.O. Box 496, Stn C, Happy Valley-Goose Bay, NL, A0P 1C0
Email: abigail.webb@nunatsiavut.com

Such enquiries should be delivered on or before **May 1st, 2024** so that questions and answers can be sent to all Proponents as an addendum. Information given by word of mouth, or any individual other than the NG’s NIHB Manager, will not be valid or enforceable.

Addenda

If deemed necessary by the NG, responses to any questions and/or any additional information will be issued by the NG in the form of an addendum, which shall form part of this RFP.

Any addenda issued to this RFP will be posted on the NG website at www.nunatsiavut.com. It is the responsibility of the Proponent to ensure that it has received any addenda issued prior to the Proposal submission date. Upon submitting a Proposal, a Proponent will be deemed to have received notice of all addenda that have been issued.

Address for Submissions

To be considered, electronic copies of Proposals should be submitted through to Abigail Webb – NIHB Manager with the subject line **PROPOSAL SUBMITTAL: Medical Ground Transportation – St. John’s, NL**.

Submission Deadline

Proposals must be received on or before 4:00 p.m. (ADT) on May 15th, 2024 (the “Closing Date”). **PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

Proposals must be submitted in English or Inuktitut. Proposals will be opened at the NG offices in Happy Valley-Goose Bay, NL.

Acceptance of Proposal

Proposals will be considered to be open for acceptance by the NG for at least ninety (90) days following the Closing Date and the proponent may not withdraw their Proposal during that time.

Once an award is made, the successful proponent will be held to its Proposal as of the Closing Date even if the Proponent later alleges a mistake was made in the Proposal.

If a Proponent discovers that it has made an error in its Proposal, the Proponent may (1) forward a correction notice to the NG at the address identified in this RFP or (2) withdraw its Proposal, but the correction or withdrawal must be received before the Closing Date.

Before an award is made, if it appears that there is an error in a Proposal, the Nunatsiavut Government may, in its sole discretion, communicate with the Proponent to ascertain if the Proponent wishes to honour the Proposal or withdraw the Proposal. If the Proponent withdraws its Proposal, the Proposal will not be considered further.

The NG may not accept the lowest or any Proposal.

General Conditions

Governing Law

The laws of the Province of Newfoundland and Labrador and Nunatsiavut govern this RFP and any subsequent contract that may arise as a result of this RFP.

Cost of Proposal

Preparation and submission of a Proposal in response to this RFP is voluntary and any costs associated with Proposal preparation, submission, meetings, negotiations or discussions with the NG must be borne by the proponent submitting the Proposal.

No Claim

The NG will not be liable to any proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, no proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP and by submitting a Proposal each proponent shall be deemed to have agreed that it has no claim.

Proponent's Qualifications

In submitting a Proposal, the Proponent acknowledges and agrees that it has read, understood and agrees to all terms and conditions described in the RFP and that it has the necessary experience, skills and ability to effectively fulfill the Scope of Work and all other requirements identified within the RFP

Withdrawal

Proponents may withdraw their Proposal at any time subject to the Acceptance of Proposal requirements (90 days after closing).

No Binding Contract

The NG may, after reviewing the Proposals received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract between the NG and any Proponent. There will be no binding agreement between any Proponent and the NG until a formal contract with negotiated terms has been signed by both the NG and a proponent.

Solicitation of NG Staff and Assembly Members

Prior to the Closing Date, Proponents should not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this RFP, other than the representative(s) identified without that representative's permission.

Failure to abide by this requirement could be grounds for rejection of the Proponent's Proposal.

Confidentiality

Any information acquired about the NG by a Proponent during this process must not be disclosed unless authorized by the NG, and this obligation survives the termination of the RFP process.

Conflict of Interest

By submitting a Proposal, the Proponent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the services.

Modification of Terms

NG reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful Proponent.

Ownership of Proposals and Freedom of Information

All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG. All outcomes of this project will be made publicly available on a public infrastructure planning webpage linked to the Nunatsiavut Government page. NG will be the owners of all

materials, models, files, and documents developed during this project. Upon final completion, all information and project files (including GIS, excel files, and working files) will be packaged by the consultant and transferred to NG at project closeout.

Release of Information

At Proposal Opening:

Only the names of the bidders will be released.

After Proposal Opening:

No further information will be released until after the contract is awarded.

After contract is awarded:

All proponents will be advised of the NG's final decision regarding their respective Proposals.

On request, the NG will provide an unsuccessful Proponent with the reasons that its Proposal was not successful. No other information will be released.

Appendix 1- Nunatsiavut Procurement Act

The NG's *Procurement Act* can be found on the Nunatsiavut Government website at: <https://www.nunatsiavut.com/government/government-legislation/> by searching: ***IL 2011-04 Procurement Act***

Appendix 2- Inuit Content Scoresheet

Inuit Content Factor Calculation (section 17 Nunatsiavut Procurement Act)

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| <p>a) A maximum of 20 points related to the percentage of Inuit ownership of the supplier calculated as 0.5 points per 1% of Inuit participation in excess of 50% of the ownership and control of the supplier with 0 points being awarded to a supplier that is not at least 50% owned and controlled by Inuit or Inuit Businesses.</p> | <p>/20</p> |
| <p>b) A maximum of 10 points related to the physical location of the head office and operating offices of the supplier where 10 points is awarded to a supplier having both its head office and principal operating office in an Inuit Community and 6 points is awarded to a company having an operating or a head office in an Inuit Community and 4 points is awarded for a head office or operating office elsewhere in Labrador.</p> | <p>/10</p> |
| <p>c) A maximum of 10 points related to training for Inuit calculated as 0.1 point per 1% of all training money spent by the supplier on the training of Inuit.</p> | <p>/10</p> |
| <p>d) A maximum of 20 points related to the percentage of the supplier's employees who are Inuit calculated as 0.2 points per 1% of employees who are Inuit.</p> | <p>/20</p> |
| <p>e) A maximum of 10 points related to the proportion of wages paid to Inuit by the supplier calculated as 0.1 point per 1% of payroll paid to Inuit.</p> | <p>/10</p> |
| <p>f) a maximum of 10 points related to the percentage of goods and services purchased by the supplier from Inuit Businesses in relation to the procurement calculated as 0.1 point per 15 of the value of all purchases obtained from Inuit.</p> | <p>/10</p> |

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|---|------------|
| g) A maximum of 10 points related to the commitment by the supplier to utilize Inuit Businesses as sub-contractors calculated as 0.1 point per 1% of the value of all sub-contracts awarded to Inuit Businesses. | /10 |
| Total (out of possible 90) | /90 |