

# Request for Proposals

## HEBRON AMBASSADOR BOAT CHARTER OPERATOR

PROPOSALS MUST BE RECEIVED BY EMAIL **BEFORE 4:30 P.M. (ATLANTIC TIME)**  
**ON JUNE 22, 2024 (“THE CLOSING DATE”)** TO THE FOLLOWING:

Jillian Mitsuk  
Tourism Development Officer  
Email: [jillian.mitsuk@nunatsiavut.com](mailto:jillian.mitsuk@nunatsiavut.com)  
Telephone: 709 933 3894 ext 237

### THIS PROPOSAL IS SUBMITTED BY:

NAME OF BIDDER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT):  
\_\_\_\_\_

## **1. PROJECT OVERVIEW**

The Nunatsiavut Government's (NG) Department of Language, Culture and Tourism ("LCT") operates a Hebron Ambassador Program ("the Program"). The Program staff are caretakers of the Hebron site, a former Inuit community in northern Labrador. During the summer months, Program staff provide tours of Hebron to visitors and offer support to NG programs that visit Hebron. The Program requires transport from Nain to Hebron from the middle of July to the end of August (the "Term"), dependant on weather and ocean conditions. LCT requires a Hebron Boat Charter Service to bring goods, supplies and NG staff from Nain to Hebron as required.

## **2. THE SERVICES**

The successful Bidder shall provide the following services to the Hebron Boat Charter from July 10 to August 31, 2024 (the "Services"):

- Transporting goods, supplies and NG staff from Nain to Hebron;
- Loading and unloading goods and supplies on and off the vessel in both Hebron and Nain;
- Communicate regularly with Departmental staff to ensure all transportation needs are being met

Travel dates shall be dependent on supply needs and weather conditions during the Term of the Services.

The successful Bidder must be able to provide the Services as requested by the NG from Monday to Friday 8:30 am - 4:00 pm during the Term, without delay. The successful Bidder is responsible for providing and outfitting a suitable vessel for the provision of the Services in accordance with the terms of this Request for Proposals as well as all Transport Canada regulations and requirements, including but not limited to the *Transportation of Dangerous Goods Act* and accompanying regulations.

Please be advised the successful Bidder shall not be required or permitted to transport fuel of any kind between Nain and Hebron as part of the Services beyond that which is necessary to operate the vessel.

## **3. PROPOSAL CONTENTS**

To allow the NG too effectively and efficiently evaluate Proposals we request that the following format and sequence be used in the presentation of your PROPOSAL:

### *Background Information*

The Bidder must provide general information on their organization, including a brief history of the organization and the number of years in business. The Bidder shall include resumes, relevant project experience, availability, current workload and office location of all key personnel.

### *Project Experience*

Bidders must include a comprehensive list of relevant projects and key personnel involved, including links to any publicly available examples where possible.

### *References*

The Bidder must include references related to relevant work experience

### *Fees and Expenses*

The Bidder shall describe how professional fees will be calculated per voyage to and from Hebron, including for both labour, material, travel expenses and daily costs. NG shall be responsible for covering the cost of any gas and oil required for operation of the vessel.

### *Mandatory Requirement*

The Bidder must demonstrate how they intend to meet Transport Canada regulations for transporting goods and persons on Passenger-carrying Vessels that apply to the size and passenger load of the successful Bidders vessel. Legislation includes but is not limited to the laws and regulations as stipulated in the *Canada Shipping Act*. The relevant Transport Canada legislation includes providing proof of:

- Boat insurance;
- Completion of Small Vessel Operating Proficiency Training Program (which includes Small Vessel Operator Proficiency, Radio Operators Certificate – Maritime, Small Non-Pleasure Domestic Vessel Basic Safety Training and Marine Basic First Aid)
- Access to the following safety equipment:
  - Transport Canada approved lifejackets sized for each person on board;
  - Marine emergency first aid kit;
  - Reboarding device if vertical height to be climbed is more than 0.5 metre;
  - Buoyant heaving line at least 15 metres long;
  - Lifebuoy attached to buoyant line at least 15 metres long;
  - Watertight flashlight;
  - 6 Flares (other than smoke signals);
  - Manual propelling device (e.g. oars);
  - Anchor with at least 15 metres indicating of chain, rope or cable;
  - Manual bilge pump;
  - Sound signalling device or appliance;
  - Navigation lights;
  - Magnetic compass.
- Proof of Vessel registration with Transport Canada

Bidders are encouraged to consult with Transport Canada's *Small Vessel Regulations* and Transport Canada's Small Vessel Safety Publication at <https://tc.canada.ca/en/marine-transportation/marine-safety/introduction-7> to ensure they meet all requirements prior to submitting their Proposal.

The NG reserves the right to withdraw an award of the Services to the successful bidder should the bidder fail to comply with the Transport

### *Other Benefits*

The Bidder should describe any other services or benefits the NG may realize through their services.

#### **4. EVALUATION CRITERIA**

The NG will evaluate each Proposal pursuant to the NG's *Procurement Act*, which involves evaluating Proposals using the principle of value for money including an evaluation of the Inuit content factor. Further, the NG will evaluate each Proposal using the following additional criteria:

- a) Completeness, thoroughness and relevance of the Proposal submitted in response to this RFP;
- b) Relevant experience of the person/firm;
- c) Relevant experience and knowledge of key personnel;
- d) Price of individual inspections;
- e) References, including the contact information of former clients;
- f) Other criteria as may be applicable.

The process for determining a Bidders Inuit Content Factor can be found at section 17 of the *Procurement Act* and further attached here as Appendix 1.

#### **5. INSTRUCTIONS TO BIDDERS**

The following Proposal schedule is tentative and is subject to change without penalty to the NG:

<b>Activities</b>	<b>Deadlines</b>
Request for Proposals Issued	May 28, 2024
Deadline to Submit a Request for Clarification (16:00 ADT)	June 7, 2024 at 4:00 pm
Proposal Submission Deadline (16:00 ADT)	June 19, 2024 at 4:00pm

- 5.1. All enquiries related to this Proposal shall be submitted to Jillian Mitsuk using the contact information on the cover page of this Request for Proposals. A Bidder shall not rely on information from any other representative. Such inquiries shall be submitted no later than June 10, 2024 at 4:00 pm to allow for the answer to be submitted to all other invitee's, if applicable.
- 5.2. The Proposal must be received by email to Jillian Mitsuk using the contact information on the cover of this Request for Proposals.
- 5.3. Proposal received after the Closing Date will be rejected.
- 5.4. Proposals must be written in Inuttitut or English.
- 5.5. Costs and fees must include HST (NL).
- 5.6. NG reserves the right to request clarification and negotiate modifications with Bidders.
- 5.7. All Proposals will be opened in Hopedale, NL after the Proposal Submission Deadline.
- 5.8. Bidders are encouraged to review the *Procurement Act* prior to submitting their Proposal.

## **6. TERMS AND CONDITIONS**

### **6.1 Governing Law**

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

### **6.2 Cost of Proposal**

Preparation and submission of a Proposal in response to this Request for Proposals are voluntary and any costs associated with Proposal preparation, submission, meetings, negotiations, or discussion with the NG must be borne by the Bidder submitting the Proposal.

### **6.3 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 Bidder in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activities related to or arising out of this Request for Proposals. Except as expressly and specifically permitted in this Request for Proposals, no Bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request for Proposals and by submitting a Proposal each Bidder shall be deemed to have agreed that it has no claim against the NG.

### **6.4 Proponent's Qualifications**

In submitting a Proposal, the Bidder acknowledges and agrees that it has read, understood and agrees to all terms and conditions described in the Request for Proposals and that it has the necessary experience, skills, ability, equipment, certifications and licenses to effectively provide the requested Services.

### **6.5 Acceptance of Proposal**

The NG reserves the right to accept or reject any or all Proposals received in response to this Request for Proposals. The lowest or any Proposal may not be accepted.

### **6.6 Withdrawal**

Bidders may withdraw their Proposals at any time prior to acceptance.

### **6.7 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 Bidder. There will be no binding agreement with the NG until a formal contract with negotiated terms has been signed by both the NG and the successful Bidder.

### **6.8 Solicitation of NG Staff and Assembly Members**

Prior to the Closing Date, Bidders should not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this Request for Proposals, other than the representative(s) identified without that representative's permission. Failure to abide by this requirement could be grounds for rejection of the Bidders Proposal.

#### 6.9 Confidentiality

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

#### 6.10 No Conflict of Interest

By submitting a Proposal, the Bidder 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.

#### 6.11 Modification of Terms

The NG reserves the right to modify the terms of this Request for Proposals at any time in its sole discretion. This includes the right to cancel this Request for Proposals at any time prior to entering into a contract with the successful Bidder.

#### 6.12 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

## APPENDIX 1

### *Inuit Content Factor Calculation (section 17 Nunatsiavut Procurement Act)*

<p>a) A maximum of 20 points related to the percentage of Inuit ownership of the supplier calculated as <b>0.5 points per 1% of Inuit participation in excess of 50%</b> 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>	/20
<p>b) A maximum of 10 points related to the physical location of the head office and operating offices of the supplier where <b>10 points is awarded to a supplier having both its head office and principal operating office in an Inuit Community</b> and <b>6 points is awarded to a company having an operating or a head office in an Inuit Community</b> and <b>4 points is awarded for a head office or operating office elsewhere in Labrador.</b></p>	/10
<p>c) A maximum of 10 points related to training for Inuit calculated as <b>0.1 point per 1% of all training money spent by the supplier on the training of Inuit.</b></p>	/10
<p>d) A maximum of 20 points related to the percentage of the supplier's employees who are Inuit calculated as <b>0.2 points per 1% of employees who are Inuit.</b></p>	/20
<p>e) A maximum of 10 points related to the proportion of wages paid to Inuit by the supplier calculated as <b>0.1 point per 1% of payroll paid to Inuit.</b></p>	/10
<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>	/10
<p>g) A maximum of 10 points related to the commitment by the supplier to utilize Inuit Businesses as sub-contractors calculated as <b>0.1 point per 1% of the value of all sub-contracts awarded to Inuit Businesses.</b></p>	/10
<p><b>Total (out of possible 90)</b></p>	<b>/90</b>