



Government of Nunavut Request for Proposals

RFP # 2016-23

Nunavut Arctic College, Design, Develop & Delivery of Law Degree Program

- **Program Design**
- **Curriculum Development**
- **Training Delivery**



ISSUE DATE – March 25, 2016

CLOSING DATE – April 22, 2016



Request for Proposals (RFP)

The Government of Nunavut (GN) department of Community and Government Services, on behalf of the Nunavut Arctic College, is issuing this Request for Proposals (RFP) for the services of a Contractor to provide program design, curriculum development and training delivery as is further outlined in this Request.

Proponents should ensure that they have received this document **directly from the Nunavut Tenders** web site, (<http://www.nunavuttenders.ca/>). Only proponents that download this document directly from the Nunavut Tenders web site will be registered to receive notice of Addenda as they are issued. If you have received this document from another source, you will not receive notice of addenda that may be issued. If you have not received this document directly from the Nunavut Tenders website, you should go to the site now and register and obtain this document from the source site. Registration only requires your organization or individuals name and an email address so that notifications of addenda and awards can be received.

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Instructions to Proponents

1. Proposals must be received in hard copy or by fax on or before Friday **April 22, at 16:00hrs. (4:00 PM)** Local Iqaluit Time at:

Department of Community & Government Services Government of Nunavut Attention: Mark McCulloch, Senior Manager Procurement & Logistics Hand Delivered to 3 rd . Floor W. G. Brown Building, Iqaluit NU X0A 0H0 Telephone: (867) 975-5427 FAX: (867) 975-5450

- a) Proposals received after the exact time and date noted above will be considered late and will be rejected.
- b) The original and four (4) copies are to be submitted, quoting RFP 2016-23, Nunavut Arctic College: Design, Develop and Delivery of Law Degree Program, provided on the cover page and in the document header, closing date and proponent's name on the outside of the envelope. After the closing time, and subject to the Access to Information and GN reporting

provisions contained herein, only the names and addresses of the proponents will be made public.

2. The GN will not accept or be responsible for any proposal that:
 - a) does not indicate the RFP title, reference number, closing date, proponents name and address on the proposal envelope or packaging; or
 - b) is delivered to any building address or fax number other than that provided above; or
 - c) is not accompanied by a Declaration of Conformity form.
3. **NUNAVUT TENDERS BID BOX:** The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFP is eligible for the Nunavut Tenders Bid Box, a "Submit" button will appear on the webpage. By using the Bid Box, proponents are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
4. If proposals are sent by fax:
 - a) The proposal must be **received in its entirety before the closing date and time** at the fax machine number stated. For greater certainty, "received in its entirety" means that the fax transmission is complete and all pages of the proposal are fully printed by the receiving fax machine. To ensure the proposal is received in its entirety before the closing time, it is recommended that the proponent **commence the fax transmission well in advance of the closing time**, and confirm receipt by a telephone enquiry. The fax machine is used for other government business and may be busy prior to closing.
 - b) The GN does not guarantee that fax transmissions will be received and any proponent who submits a proposal by fax machine does so **at its own risk. The GN accepts no liability** for any claim or damages resulting from a fax transmission which is interrupted, not received in its entirety, received after the stated closing time and date, received by any other fax machine other than the one stated herein, or for any other reasons.
 - c) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their proposal, the proponent waives any legal claim of confidentiality against the GN.

Failure to comply with or agree to any of the foregoing provisions will result in disqualification of the proposal.
5. As soon as practical after sending a proposal by fax, the proponent should provide confirmation that the proposal and required copies have been sent by the most expedient means to:

Mark McCulloch, Senior Manager Procurement
Government of Nunavut, Procurement Department
P.O. Box 1000, Station 1600
W. G. Brown Building, 3rd. Floor
Iqaluit, NU
X0A 1H0

 - a) In the event of any inconsistency, discrepancy or conflict between the proposal received by fax transmission and the proposal received after the closing date and time, the faxed proposal shall govern.
6. Due to limited bandwidth, file size restrictions and connectivity interruptions, submitting a proposal by e-mail is unreliable. **Proposals submitted by e-mail will not be accepted.** Notwithstanding the foregoing, the GN reserves the right to request an unaltered electronic version of the proposal after the closing date and time.
7. One of the priorities of the GN is to ensure Inuit, Nunavut and Local businesses supply materials, equipment, and services on any GN contract, and that Inuit, Nunavut and Local labour is used to

the fullest extent practical; therefore, the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy) applies to this Request for Proposals.

- a) To maximize incentives available under the NNI Policy, proponents **must** identify cost components for Inuit, Nunavut and Local Content.
 - b) Failure to complete and submit the NNI Incentives form with the proposal **will** result in a denial of any adjustments the proponent may otherwise be entitled to under the NNI Policy. Failure to provide complete business names **will also** result in a denial of adjustments.
 - c) Proponents can obtain information about the NNI Policy from the GN's NNI Secretariat at 1 – 888 – 975 – 5999. A copy of the NNI Policy may be downloaded from the website <http://nni.gov.nu.ca/policy>. A registry of approved Nunavut Businesses is available on the internet at the website <http://www.nni.gov.nu.ca/search>. Proponents may also obtain information about Inuit Firms from Nunavut Tunngavik Inc. (NTI) at 1 – 867 – 975 – 4900 or from their website <http://inuitfirm.tunngavik.com/search-the-registry/>.
 - d) The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Policy Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, proponents may rely on the websites on the date of writing the proposal, and the evaluation committee may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Policy in evaluating proposals. Accordingly, for the purposes of ensuring the correct bid adjustments are applied, proponents should indicate the NNI and, or, NTI Registration Numbers on the NNI Incentives Application Form.**
 - e) Unsuccessful proponents may challenge the NNI evaluation of their proposal pursuant to s.18.11 of the NNI Policy within five (5) days of receiving notice of contract award.
8. For one year from the date their employment ceases, former GN senior officers may not own, operate, control or be employed by any business enterprise in which they may be in a position to unduly exploit knowledge they gained while employed by the GN. If, however, within one year after employment ceases, a senior officer is offered a contractual position by a department, the Deputy Minister (DM) of that department may make a request of the Senior Personnel Secretariat (SPS) to waive the last 6 months of the required waiting period. If six (6) months have passed since the end of a senior officer's employment, the SPS may, in its sole discretion, waive the remaining waiting period.
 9. The GN reserves the right to deem a proponent "not responsible" on the basis of performance problems in any similar contract which performance problems occurred in the past 12 months. Performance problems include; default, failure to perform, unsatisfactory quality of result, or unsatisfactory contract management practice. A proposal submitted by a proponent who is "not responsible" will be rejected.
 10. All questions, enquiries or any other communications concerning this RFP should be in writing and submitted to:

Mark McCulloch, Senior Manager Procurement

mmcculloch@gov.nu.ca

867-975-5427

- a) Verbal communications are discouraged, can not be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the contact person identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFP or any ensuing contract. The GN will accept no liability for any losses, damages or claims by an unsuccessful proponent who has relied on verbal information or communication from any other party, including our client.

- b) Responses to any communication made by a GN employee other than the contact person identified in clause 1 should not be relied on and can not be guaranteed.
 - c) A response to any enquiry received later than five (5) calendar days prior to the proposal closing deadline can not be guaranteed.
11. Any amendments made by the GN to this RFP will be issued in writing and available via automatic notification in an addendum format for download to those proponents who have registered and who have received the original documents from the GN Tender website. Proponents who do not register will not get the addenda.
 12. Proponents may amend their proposal by fax at any time prior to the closing date and time. If submitting via the Nunavut Tenders Bid Box is permitted, proponents may upload a revised proposal, or upload proposal amendments. Amendments or amended proposals should be clearly identified as such. The latest version will be considered the proponent's official submission.
 13. The GN reserves the right to request clarifications and negotiate modifications with any proponent who has submitted a proposal. Proponents are encouraged to submit enquiries and seek clarifications to the RFP document prior to the stated closing date and time. A Proponent seeking modifications to the Agreement terms should specifically request those changes in writing prior to the closing date and time, and the GN may respond by way of addendum.
 14. The GN reserves the right to issue an addendum after the closing date.
 15. An evaluation committee will review each proposal. The evaluation committee reserves the exclusive right in its sole discretion, to determine the scores of all proposals relative to the evaluation criteria, weights and rating legend provided in this RFP. **For greater clarity, the evaluation committee reserves the right to make adjustments to a proposal following the closing date in accordance with the NNI Policy by taking into account any information that will assist it in doing so, including by taking into account information obtained from the Nunavut Business Registry maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. For greater certainty, if the GN determines that a proposal should, or should not, receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation and scoring of a proposal accordingly.**
 16. Proponents may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
 17. It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.
 18. The GN is not bound to accept the Proposal that provides for the lowest price or the highest score nor any proposal of those submitted. The GN has the right to cancel this RFP at any time, in whole or in part, and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the GN as a consequence. The GN further reserves the right to accept proposals in whole or in part.
 19. If a contract is to be awarded as a result of this RFP, it shall be offered first to the proponent who is responsive and responsible and whose proposal provides the best potential value to the GN, as determined by the highest score. 'Responsive' means compliant in all material respects. 'Responsible' means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations. See also paragraph 9 above and 22 below.
 20. If a contract is awarded as a result of this RFP, it will contain the relevant provisions of this RFP and the accepted proposal, the terms and conditions of the Agreement and any other terms as may
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be mutually agreed upon, whether arising from the accepted proposal or as a result of any clarifications or negotiations prior or subsequent thereto; and this ensuing agreement will be forwarded to the successful proponent for signature prior to the GN's authorized representative signing it.

21. The GN and the successful proponent shall not acquire any legal or equitable rights or privileges under any ensuing agreement until it is signed by both parties.
22. In the event the successful proponent elects to withdraw its proposal after acceptance and not enter into an ensuing agreement, then the GN may, at its sole discretion, disqualify the successful proponent from any further participation in the RFP process, revoke the offer of the ensuing agreement presented for signature, and accept the proposal of the next highest scoring proponent, or cancel the RFP. Furthermore, as a result of withdrawing its proposal, the withdrawing proponent may be required to submit bid security on future RFPs, or be deemed 'not responsible' for future projects, at the sole discretion of the GN.
23. In the event of any inconsistency between this RFP and any ensuing contract, the contract shall govern.
24. Proponents should familiarize themselves with the insurance requirements in the attached form of contract, and take the cost of those insurances into account in making their proposal. Please note the requirement that the Consultant ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the *Nunavut Land Claim Agreement* are automatically covered by the NIHB (Non-Insured Health Benefits) program. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Private coverage is available. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.
25. The *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c. 20, as duplicated for Nunavut by s. 29 of the *Nunavut Act*, S.C. 1993, c. 28 ("the *ATIPP Act*") will define the GN's responsibilities with respect to any information received by it pursuant to this RFP process. Subject to the Act and any applicable law, proposals and all related information shall be treated as confidential and shall not be disclosed to any person without the consent of the proponent, and such disclosure, where permitted, will only be to the extent required to satisfy the GN's obligations under this RFP, or pursuant to any applicable law. The GN will:
 - a) take all reasonable steps to ensure that confidential information is secured;
 - b) subsequent to the RFP closing, disclose only the names and addresses of those who submitted proposals; and
 - c) in the case of any contract resulting from this RFP, publish the successful proponent, contract title, location, award method and value in a public procurement accountability report for the fiscal year in which the contract is awarded.
26. The proponent represents, warrants, and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect the proponent's objectivity in the performance of its duties under any contract arising from this RFP. Should an event giving rise to such a conflict of interest occur after a contract is awarded, the successful proponent (consultant) shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed or avoided. Upon receipt of such notice, the GN may, in its sole discretion, elect to terminate the contract, or continue under the contract subject to the consultant's satisfactory compliance with a conflict management plan.

Terms of Reference

Purpose

Nunavut Arctic College (NAC) is a public agency that was created through the *Nunavut Arctic College Act*. NAC was originally created on January 1, 1995. As a public agency, NAC is listed under Schedule B of the *Financial Administration Act* (FAA), and as such is considered to be a territorial corporation. Territorial corporations are considered to be at “arms-length” from the Government of Nunavut. Part IX of the FAA provides the governing framework for territorial corporations.

NAC reports to the Legislative Assembly through the Minister responsible for Nunavut Arctic College. The Minister responsible also provides reporting to Executive Council through the Financial Management Board. In turn, the Board of Governors, which is appointed by the Minister responsible, is accountable to the Minister responsible.

The purpose of NAC is to deliver adult and post-secondary education, including the delivery of university level programs and the granting of university degrees and applied bachelor degrees. NAC currently has three university level programs that are delivered with other university partners.

NAC and the Government of Nunavut Department of Justice (DOJ) are committed to re-introducing a law degree program in Nunavut. These two government institutions will collaborate, to the extent possible, with the Law Society of Nunavut, and other potential funders for the law degree program.

In the fall of 2001, Akitsiraq Law degree program started and eventually produced 11 graduates holding LLB degrees with the University of Victoria (UVIC). These students graduated from the law degree program in 2005.

There will be an advisory committee involved in the process for the development of the law degree program, recruitment of potential students, delivery of the law degree program, and support for graduates after graduation. The successful proponent will be expected to continue to provide support for graduates during bar admission courses and during Law Society exams.

Through this RFP, NAC and DOJ are seeking delivery partner(s) for the law degree program.

Potential law students will primarily be from Nunavut. There is the possibility that there will potential law students from other Inuit regions of Canada or Inuit from Nunavut that are currently residing in the south. They may or not be employees of the different levels of Government. Many of these students may be considered “mature students” and may not hold an undergraduate degree.

The law degree program supports the Fourth Assembly’s mandate, *Sivumut Abluqta*, through investment in the development of legally trained individuals from Nunavut. This will also contribute to a representative work force within all levels of government in Nunavut.

It will also increase access to justice for Nunavummiut. Historically, criminal law has been the area of law dominantly practised in Nunavut. With more legally trained Inuit, it is hoped that other areas of law will start to develop in our jurisdiction. These specialities may include but not be limited to corporate law, and family law.

This program will also increase the potential for more Inuit to be active in higher positions of public administration.

The law degree program will be full time, course semester delivered.

The law degree program is intended to:

- Produce graduates that can practice in a number of fields of law “on the ground”.

- Incorporate Inuit traditional justice.
- Rely not just on the contemporary law degree program courses but have an Elder present to be able to deliver Inuit traditional law classes and possibly Inuktitut legal terminology.
- Increase access to justice for Nunavummiut.
- Increase the number of Inuit leaders in the senior management level within the public service sector.

Over time, the law degree program is expected to have broad and significant benefits for Nunavut's public service by graduating lawyers, building capacity, and help to increase beneficiary employment in legal and public administration fields. It would also aid in increasing access to justice for Nunavummiut.

Key Linkages

Key linkages must be considered in the design and delivery of the law degree program:

1) A Representative Public Service

The GN continues to work towards becoming a public service that is representative of Nunavut's population. While the number of beneficiaries employed in the GN is increasing, Inuit employment in the GN is not growing at the same pace as the GN workforce itself. Inuit are well-represented in the administrative support and paraprofessional occupations, but are under-represented in senior management positions and in professional roles, (such as lawyers), that may lead to a career path in management.

The law degree program will complement and support programs to develop Inuit leaders in the public service. It will engage knowledgeable Elders in the delivery of specific content areas.

The law degree program will build on Inuit Societal Values (ISV) to enable a supportive learning environment and a respectful work environment for a diverse workforce. The Inuit Societal Values are:

- Inuuqatigiitsiarniq. Respecting others, relationships and caring for people.
- Tunnganarniq. Fostering good spirits by being open, welcoming and inclusive.
- Pijitsirniq. Serving and providing for family and/or community.
- Aajiiqatigiinni. Decision making through discussion and consensus.
- Pilimmaksarniq/Pijariuqsarniq. Development of skills through observation, mentoring, practice, and effort.
- Piliriqatigiinni/Ikajuqtiinni. Working together for a common cause.
- Qanuqtuurniq. Being innovative and resourceful.
- Avatittinnik Kamatsiarniq. Respect and care for the land, animals and the environment.

2) GN Human Resource Strategy

The GN Human Resource Strategy (HR Strategy) builds on the ongoing efforts to build the capacity and capability of the public service. It supports the vision of a representative public service that is skilled and engaged in effective, efficient and economical delivery of programs and services that enable Nunavummiut to live healthy and productive lives.

The law degree program will contribute to achieving the goal of skilled lawyers and/or policy advisors/makers to increase Inuit representation in the work force in all levels of government.

3) Access to Justice

Nunavummiut have access to only a small number of lawyers living in Nunavut. The majority of the members of the Law Society of Nunavut are non-resident. With more legally trained Inuit, it would help increase Nunavummiut's access to justice in a more culturally relevant manner. These students would be trained in not just contemporary law but also in Inuit traditional law and most would likely have the ability to communicate in Inuktitut.

4) Length of Program and post-graduation expectations

The law degree program would run over the course of four years. After the four years, the graduates would be expected to article either within government or other places of employment, such as Nunavut Tunngavik Incorporated and other private legal practices.

The proponent would explore with the Law Society of Nunavut for alternative methods of articling such as the Law Practice Program that is used in Ontario. This has been done in Ontario to increase the articling options and a similar model may be used for these programs. It is expected that the successful proponent would continue to support the graduates through bar admissions courses and exams, as well as law society exams.

A Collaborative Approach to the Law Degree Program

NAC and DOJ are now seeking an external delivery partner(s) to collaborate with in completing a detailed design of the law degree program, developing content, and delivering courses.

The Law Society of Nunavut will be integral partner(s) in the development of this program. Participation by Law Society members, who live and work in Nunavut, will benefit students and southern based instructors and members of the Law Society of Nunavut will benefit from greater access to professional development and volunteer activities which are part of the professional requirements to practise law in Nunavut.

It is likely that a partnership with one or more recognized law degree programs in Canada will be required for the delivery of the law degree program in Nunavut. It is the view of NAC and DOJ that Canada's law degree programs all have relative areas of expertise that could complement each other. Partnerships and collaboration by law degree programs will be given a higher ranking than other individual responses to the RFP.

Mandatory Requirement - All responses to the RFP must be able to ensure (shall ensure) that students graduate with a recognized Canadian law degree, which meets the national requirements for common law degree programs established by the Federation of Law Societies of Canada. Graduates must be able to meet the National Admissions Standards established by the Federation of Law Societies of Canada and the licensing requirements set out in the *Legal Profession Act* (Nunavut).

Project Requirements

Scope of Work

Overview

The law degree program delivery must fit the needs of Nunavummiut and Nunavut. The delivery of the law degree program will include the development of core courses and relevant electives. There may be consultations with Nunavummiut and especially those within the legal framework.

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TERM:

The successful proponent will be offered a six (6) year contract, with (two) 2 additional (two) 2 year extension at the discretion of NAC. Therefore the total potential term of this contract is (ten) 10 years. The delivery partner(s) will focus on four areas of work:

- **Design:** The delivery partner(s) will refine the learning objectives for each program in the law degree program and recommend how these learning objectives will be achieved. This includes providing a written description of each course, including learning objectives, core content, learning

methodologies, approach to assessment of participant engagement and learning, and assessment of program effectiveness. NAC and DOJ will approve the detailed design for each program before development and delivery. There will also be an advisory committee that will have input into the design of the law degree program.

- **Development:** Following approval of the detailed design, the delivery partner(s) will develop and/or assemble the content needed to support program delivery, including materials and tools for use by instructors and for distribution to participants. The delivery partner(s) should expect to customize existing materials to the extent needed for participant materials to reflect the context of Nunavut and Inuit traditional law. Some materials may be provided in Inuktitut as well as English. NAC and DOJ will work with the delivery partner(s) to identify materials requiring customization and/or translation and will be responsible for any translation. The delivery partner(s) will provide participant materials in electronic and/or print form, as appropriate. The delivery partner(s) will be responsible for printing materials.
- **Delivery:** The delivery partner(s) will provide the necessary instructors for each course, except for the Inuit traditional law components. Delivery is expected to begin in the academic school year 2017-2018. NAC and DOJ will work with the delivery partner(s) to establish a mutually-agreeable delivery schedule. NAC and DOJ will arrange and pay for classroom space. NAC will provide instructor accommodations.
- **Reporting:** The delivery partner(s) will report on attendance and participation for each course and program delivered, along with student evaluations of the courses and programs, as per NAC policy on attendance and evaluations policy. The delivery partner(s) will also assess and report on the progress and learning achievement of each student, to NAC's Registrar .

NAC recognizes that individual law degree programs may have specific registrar's requirements that will have to be respected. Proponents should identify these requirements.

This scope of work is outlined in greater detail in the sections that follow.

Students:

Legal education enables students to become members of law societies in all common law jurisdictions within Canada provided that they pass all courses and article for a period of one year and follow the law society rules of any jurisdiction within Canada. Many students may fall under the category of "mature students".

Semester Structure and Delivery Schedule

The law degree program is intended to be a semester-based program. Semesters in a program will be scheduled over a period of up to 4 months, within an 8 month school year. The group size will be no more than 25 participants. Each student will adhere to NAC's policies, such as attendance and academic standards of achievement.

Individual law degree programs may have academic and other policies that will need to be adhered. Proponents should identify these policies.

All courses will be delivered in Iqaluit. Some content may be delivered through e-learning or other distance learning methodologies.

NAC and DOJ will work with the delivery partner(s) to establish a mutually-agreeable delivery schedule. NAC will provide classroom space within the college.

Learning Objectives

The law degree program is intended to develop students to become eligible members of the law society of Nunavut. It is expected that they will learn both contemporary law as well as Inuit traditional law. It is also expected that graduates will be able to be employees of the GN and eventually become leaders in senior management positions or be able to practice law "on the ground" in various fields, such as family law.

Methodologies for Learning

The law degree program will focus on classroom-based learning, with some co-op programming within legal fields in Nunavut. It is expected that Inuit methods of experiential teaching will be used whenever possible.

The delivery partner(s) will utilize proven adult learning methodologies that appeal to a variety of learning styles and that are recognized as effective in a diverse student body.

Learning methodologies for the law degree program may, but are not excluded to, include:

- Instruction from program facilitators;
- Presentations from guest speakers;
- Interaction with guest members of the Law Society of Nunavut;
- E-learning or other distance learning methodologies;
- Experiential learning activities in the classroom;
- Learning about Inuit Traditional Law from Elders;
- Experiential learning such as those that co-op programs have to offer.

Learning Environment

The delivery partner(s) will create a welcoming and supportive learning environment that respects and encourages the practice of Inuit Societal Values.

The learning environment for the law degree program will:

- Be academic;
- Be a safe place where participants can speak openly, experiment, make mistakes, and learn;
- Build confidence, mutual respect and mutual trust;
- Encourage constructive dialogue and collaboration; and;
- Gently challenge participants to learn and grow outside their comfort zones.

Summary Design and Core Content Areas

The delivery partner(s) will work closely with NAC and DOJ to finalize this design and develop related content for delivery.

Instruction and Facilitation

The delivery partner(s) will provide the necessary instructors for each course with the following exceptions:

- Inuit traditional law
- NAC and DOJ will provide the delivery partner(s) with access to GN resources to assist in the delivery of the law degree program courses.

The delivery partner(s) will work closely with NAC and DOJ to ensure that all components of the law degree program are well-aligned and that all instructors and facilitators are well-coordinated.

Materials and Tools

The delivery partner(s) will develop and provide the necessary materials for each course in print and/or electronically, as appropriate, with the exception of traditional law materials.

Enrolment, Attendance and Participation

The successful proponent in consultation and collaboration with NAC and DOJ will establish criteria for accepting students into the law degree program, receiving student applications, reviewing student applications, and for notification of acceptance or non-acceptance. NAC will take the primary responsibility for promoting the law degree program, which could include consultation and collaboration with DOJ and the Law Society of Nunavut Law degree program. The successful proponent will be expected to participate in promoting the law degree program as called upon.

The delivery partner(s) will maintain and report on a record of attendance and participation for each course delivered. The delivery partner(s) will adhere to the NAC attendance policy for participants and follow up with the absent student to address any attendance issues.

Accreditation

NAC and DOJ have a strong interest in enabling participants in the law degree program to attain formal accreditation for successful completion of each course.

At a minimum, the delivery partner(s) will provide a transcript of completion to students who complete a course in the law degree program. The delivery partner(s) will provide for more formal accreditation, such as credits towards a relevant degree or diploma at a recognized Canadian post-secondary institution. The delivery partner(s) will ensure that all core courses for a law degree program will be delivered as well as electives normally available in a law degree program. The first year of courses may be geared towards students attaining a solid foundation to support them to be able to succeed in the law degree program.

Evaluation

NAC and DOJ are intending to assess the effectiveness of the law degree program by monitoring:

- Participant engagement in the program, including attendance, active contribution, and completion of assignments;
- Student reaction to each module in a program and the program as a whole; and
- Students will complete student evaluations for each course;

The delivery partner(s) will:

- Provide reports on attendance and participation, as outlined above in *Enrolment, Attendance and Participation*;
- Incorporate into the design of each program some means of assessing retained learning and application of learning; and
- Report on the progress and learning achievement of each participant.

Program and Final Reports

In addition to the attendance and participation reports for each course, the delivery partner(s) will provide a brief written report on each module and program delivered, including a summary of student evaluations and any recommendations for improvement (e.g., adjustments to the design and/or content based on evaluations and/or instructor experience). Program reports will be submitted no later than a specific date for each term, to be determined by the NAC administration. This will be expressed as a certain number of days after the final course is delivered.

Ninety (90) days prior to the end of its contract, the delivery partner(s) will submit a written final report on the project, including any recommendations to improve programs and/or project administration. There may also be a final face to face meeting.

The delivery partner(s) will submit all reports to NAC and DOJ electronically.

Mandatory Requirements

To be considered in the evaluation of this RFP, proponents must have demonstrated experience designing, developing and delivering comprehensive programs to graduate successful lawyers and develop public sector leaders.

Mandatory Requirements

It is a mandatory requirement of this RFP, that proponents must be able to offer degree accreditation in Canadian Law.

- Work experience in Nunavut and/or the north, an understanding of the issues and opportunities facing Nunavut, and specific experience working with Inuit and/or other aboriginal people; and
- The ability to provide formal accreditation to participants who complete a law degree program. This is mandatory.

Project Deliverables and Timelines

Project Deliverables

The project deliverables described in the Scope of Work and outlined below are the minimum requirements for the execution of the project. Proponents should describe any proposed additional deliverables explicitly.

- Project coordination and reporting:
 - o Project kick-off meeting
 - o Attendance and participation reports, during and after delivery of each program.
 - o Semester reports and recommendations, following delivery of each semester
 - o Program reports and recommendations, following delivery of each program
 - o Final project report and recommendations
 - o Project wrap-up meeting
- For each of the programs in the law degree program:
 - o Initial design review meeting
 - o Program design
 - o Program content and revisions or updates as needed
 - o Program delivery

Project Timelines

It is anticipated that the contract with the successful proponent will be awarded by the spring/summer of 2016, with classes to commence in September 2017.

Proponents will utilize the following timeline in developing their proposals. The successful proponent will develop a detailed work plan in close collaboration with NAC and DOJ at the start of the project.

Key Deliverables		Timing
Project Coordination and Reporting	Project kick-off meeting in Iqaluit, NU	May 2016
	Attendance and participation reports (by program)	During/ after program delivery per Scope of Work
	Course report and recommendations	After delivery of each module per Scope of Work

Key Deliverables		Timing
	Program report and recommendations	After delivery of each program per Scope of Work
	Final project report and recommendations	May 2020
	Project wrap-up meeting	June 2020
Law degree program	Initial design review meeting in Iqaluit, NU	June 2016
	Program design completed	Fall 2016
	Program content developed (with revisions to be made annually as needed)	Winter 2017
	Program delivery begins	Year 1: September 2017 Year 2: September 2018 Year 3: September 2019 Year 4: September 2020

Program Manager and Contract Authority

Contracts resulting from this RFP will be managed by the Nunavut Arctic College. A name, title and contact information will be provided upon contract award(s).

Proposal Evaluation

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved.

Proponents should be aware that certain mandatory requirements may have been set out in the Terms of Reference. Proposals that fail to provide these requirements shall be deemed not responsive and will not be evaluated.

Evaluation Criteria

The evaluation team will utilize the following criteria to evaluate each proposal. Points awarded will be consistent with the Points Rating Legend on the Proposal Rating Schedule. Points awarded will be confidential and no details will be released to any of the other proponents.

Each proposal will be evaluated using the following criteria:

- 20% - Methodology and Approach (Models, Approach to Design and Delivery);
- 15% - Contractor / Proponent(s) (Qualifications, Past Relevant Experience);
- 15% - Project Team/Instructors' (Qualifications, Knowledge, Skills, Past Relevant Experience);
- 15% - Fees and Expenses (NNI adjusted for Nunavut, Inuit and Local Content prior to rating);
- 15% - Inuit Content (10% for Inuit Employment and 5% for use of Inuit Firms);
- 10% - Understanding of the Services and Context (Nature of Services, Nunavut Context);
- 5% - Ability to Provide Formal Accreditation;
- 5% - Project Management Approach and Schedule.

Nunavummi Nangminiaqqtunik Ikajuuti (NNI Policy)

One of the priorities of the GN is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any GN contract. Therefore the NNI Policy applies to this Request for Proposals.

To receive the benefits of this Policy, proponents must identify cost components for Inuit and Nunavut content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit Firm or Nunavut Business status.

Prior to rating, proposed pricing may be adjusted in accordance with the NNI Policy for the amount of work to be done by Inuit, Nunavut and Local businesses and residents. Cost components must be clear; therefore, proponents are encouraged to complete and submit the NNI Incentives Application Form attached to this RFP. Instructions are provided to guide proponents on what level of detail to include. Also refer to the Instructions to Proponents for more information. Failure to complete and submit this form with appropriate detail will result in a denial of NNI adjustments. ***For greater certainty, the evaluation committee reserves the right to make adjustments to a proposal following the closing date in accordance with the NNI Policy by taking into account any information obtained from the Nunavut Business Registry maintained by the NNI Secretariat and the Inuit Firm Registry maintained by NTI. If the GN determines that a proposal should or should not receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation and scoring of a proposal accordingly.***

Proposal Response Guidelines

The following are guidelines meant to assist proponents in responding to this RFP and will be utilized in evaluating each submission. They are not meant to limit or restrict proposals.

Proponents should take care to comply with any mandatory proposal requirements set out herein. Mandatory proposal requirements are preceded by terms such as “proponents must”, “proponents shall” or “proponents will”.

Note: Mandatory proposal requirements are not the same thing as **contractual obligations**. A contractual obligation is something that must be done under the contract that is expected to result from this RFP. Proposals will not be rejected for failing to demonstrate compliance with contractual obligations. Contractual obligations are identified by terms such as “consultant must”, “consultant is required to”, “consultant shall”, etc.

Proposal Format

To allow for a thorough yet timely evaluation, proposals should be presented in a clear and concise manner. Failure to present information in the manner requested may be to the proponent’s disadvantage. It is suggested that the following format and sequence be followed in order to provide consistency in proponent response and to ensure each proposal receives full consideration:

1. Proposal Cover Letter & Submission Form
2. Corporate Identity & Profile
3. Project Team – Qualifications, Knowledge & Skills
4. Related & Past Experience – Similar Projects
5. Understanding of the Services and Nunavut’s Context
6. Methodology – Approach & Work Plan to Successful Completion
7. Ability to Provide Formal Accreditation
8. Project Schedule & Project Management Approach
9. Detailed Project Budget/Fees & Expenses
10. Inuit Content & NNI Incentives Application Form

Proposal Cover Letter

The cover letter should provide a summary of your organization’s interest and suitability for this project. It should be no more than 2 pages in a standard business format and should identify and be signed by the people who prepared the proposal, including their titles; and identify a contact person responsible to answer questions regarding the proposal contents.

Corporate Identity & Profile

The profile should include the organization’s legal name, address, and telephone number; date established and structure; ownership details; firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks related to the scope of work for this RFP. The proponent’s business number and principal place of business should also be provided, and the Proposal Submission Form attached with this RFP should also be filled out and submitted.

If the proponent is not legally registered to do business in Nunavut, then the proponent will have to register their business in order to lawfully enter into any contract resulting of this RFP.

Consultant/Project Team – Qualifications, Knowledge, Skills

Identify key personnel to be involved in the project, including:

- A clear definition of their roles and responsibilities; and
- A brief description of their qualifications, knowledge and skills relevant to this project.

Identify a project team leader and clearly describe lines of communication within the team, and with the GN Project Manager.

It is expected that the proposed team will have a combination of the following:

- A project team leader with experience leading a multi-year training and development initiative;
- Curriculum developers with relevant academic qualifications, writing skills, and experience designing and developing content for leadership development programs; and
- Instructors/ facilitators with relevant academic qualifications, relevant career experience, and experience delivering leadership development programs.

Related & Past Experience – Similar Projects

To demonstrate knowledge, skill and related experience of each member proposed to carry out work on the project, the proponent should provide a detailed list of similar projects completed in the past five (5) years, and identify who the projects were completed for. Also provide a brief description of the work that was done and the project outcomes.

The proposal content is expected to demonstrate appropriate and relevant knowledge, skills and experience within the team, however, personal resumes for each of the proposed team members should be provided to support the proposal. Personal resumes should be limited to not more than two (2) or three (3) pages per person.

Proponents should indicate if the organization and/or team members have specific experience:

- Providing programs and services in Nunavut and/or the north;
- Working with Inuit and/or other aboriginal people; and/or
- Working with public sector organizations.

Letters of Reference from past clients and other governments may also be provided to support the proposal. Proponents should also be aware that where it has done past similar work for the GN, the GN Department and Division that the work was done for will automatically become a reference for the purposes of verifying the proponent's satisfactory performance for that particular work, and suitability for the work contemplated in this RFP.

Understanding of the Services and Nunavut's Context

Proponents should demonstrate their understanding of the services to be provided. Proponents should also demonstrate their:

- Awareness of the issues and opportunities facing Nunavut and Nunavummiut;
- Degree of familiarity with the extensive body of authoritative literature about the justice issues and the legal profession in Nunavut; and
- Understanding of the challenges that GN leaders face in justice issues and a representative public service.

Project Methodology – Approach & Work Plan to Successful Completion

Your proposed solution will demonstrate your understanding of the project and potential for achieving the project objectives. Provide details of your solution and how it will be implemented. Explain how it will successfully achieve the department's goals and objectives and benefit the end users.

Your methodology should also include your proposed means of working with the GN project manager, the levels of authority within the Project Team and all lines and means of communication.

You may also summarize your methodology in a work plan or other format which demonstrates a logical sequence of events, and identifies specific tasks and the person responsible for completing them.

Proponents should describe their proposed methodology and approach to the project, including references to:

- The proponent's point of view on developing lawyers and leadership development;
- Any law degree model that the proponent proposes to use;
- Any instruments or tools that the proponent proposes to use (e.g., self- or multi-rater assessments);
- The proposed role and use of the interdepartmental Advisory Committee throughout the project;
- The proposed approach to completing the design of each program in the law degree program, including any design features that the proponent proposes to add or change significantly;
- The proposed approach to content development for each program, including the degree to which content will be tailored to Nunavut and the GN;
- Lessons learned in the design and delivery of similar programs;
- Specific risks that might be expected in this project, and how these risks could be mitigated; and
- Specific expectations that the proponent has of NAC and DOJ and/or others in the GN.

Proponents should indicate their working assumptions regarding:

- The period over which each program would be delivered (e.g., elapsed timeframe of 3 months from the first scheduled module to the last);
- The number of modules and the total number of instructional days in each program; and
- The number of instructors for each course.

To assist in evaluation of proposals, proponents should complete the following table and include it in the Methodology and Approach section of the proposal.

Ability to Provide Formal Accreditation

Proponents should indicate what accreditation will be provided for participants who complete a program successfully, such as credits towards a relevant degree or diploma at a recognized Canadian post-secondary institution. In addition, proponents should describe how program participants will be assessed to demonstrate successful completion of a program.

Project Schedule & Critical Milestones

Guided by the Project Deliverables and Timelines provided in the Terms of Reference, proponents should provide a critical path schedule leading to the delivery of a law degree program with a commencement date of September 2016;

Include only milestone tasks on the critical path. Identify start and end dates and any timeframes allocated for each planned task. Identify which resources are contributing and their number of hours of work. Identify key milestone dates for submissions, approvals, travel, meetings, etc., Your timeline will be evaluated in light of the time constraints discussed in the Terms of Reference and the timeframes you have set out for each task.

Provide a schedule for the sequence of events described in the methodology.

Detailed Project Budget/Fees & Expenses

Proponents should:

- a) Provide a detailed cost breakdown showing all work components and costs associated with delivering the project. Each component should be itemized and priced separately with a Grand Total or Lump Sum of all components and expenses. It is expected the detailed budget will include, but not necessarily be limited to least the following items:
- nature of work and costs associated with the proponent's direct involvement in the project;
 - nature of work and costs associated with each team member's involvement in the project;
 - nature of goods and costs associated with each supplier involved in the project;
 - nature of services and costs associated with each sub-consultant involved in the project;
 - cost estimates and pertinent details associated with travel, including travel agency, airlines and hotels and number of travel days;
 - for persons travelling, identify the travelers, their points of departure and arrival, duration of trip, airfare, accommodations and estimated field expenses. Provide the name of the hotel, airline or travel agency for greater opportunity to maximize any permissible NNI Policy pricing adjustments.

Pricing Form

Proponents must complete the attached pricing form. See **Exhibit A: Pricing Form**. If the pricing form is not completed, proposals will be found not compliant and given no further consideration.

Price Increases

Proponents must include pricing for each year of the potential contract. Proponents may choose to limit annual price increases to the published Statistics Canada CPI. In the absence of pricing for each year of the contract, the GN will assume that the proponent has chosen to limit annual price increases to the published Statistics Canada CPI.

Proponents should also:

- a) Submit a billing cycle. It is preferred that invoices will only be issued as specific tasks are completed. The GN's Financial Administration Manual provides for payments terms of net thirty (30) days or net twenty (20) days for an NNI registered Nunavut Business.
- b) Provide a list of hourly rates for each team member in the event additional services may be required. For greater certainty, additional work must be specifically requested and approved by the GN Project Authority and itemized with associated additional costs within a written contract change order.
- c) Additional Services: The proponent should include hourly rates for project team members' time if required to provide additional services over and above those provided in the proposal. Note that additional services will only be authorized in writing by the CGS contract manager on request of a written quotation, and if acceptable, the contract will be amended accordingly in writing.

Clearly identified cost components will be adjusted in accordance with the NNI Policy for the amount of work to be done by Inuit and Nunavut businesses and for the amount of work to be done by Inuit and Nunavut Residents. In order to receive these adjustments, proponents must complete the NNI Incentives Application Form and submit it with their proposal. Failure to do so will result in a denial of any adjustments permitted by the NNI Policy.

Pricing must be stated in actual dollars and cents expressed in Canadian funds. The GN will pay the Goods and Services Tax (GST); however, do not include GST in your proposed pricing.

It should be noted that the GN will not provide an advance payment to any proponent upon the signing of a contract; therefore requests for such an advance will be denied and the contract will reflect same.

Inuit Content

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA) and the NNI Policy, the GN will provide consideration for Inuit Content. Accordingly, proponents are encouraged maximize business relationships with Inuit Firm sub-consultants and suppliers and hire Inuit workers to work on the project. All information should be provided in detail in the attached NNI Incentives Application Form.

Inuit Content is the dollar value of goods and services provided by an Inuit Firm, and the dollar value of Inuit Employment in carrying out the work, including Inuit employees from an Inuit or non-Inuit Firm. An Inuit Firm is a company that is approved by Nunavut Tunngavik Inc. (NTI) and included in the Inuit Firms Database which is available online at www.inuitfirms.com. An Inuk is any person included in the Inuit Enrolment List under the NLCA Article 35, or anyone entitled to be enrolled under that article.

Approximately one (1) point will be awarded for each 10% of work to be done by Inuit Firms where this information has been substantiated in the proposal. Likewise, proponents will be awarded approximately one (1) point for each 10% of work that will be done by Inuit workers where the names and dollar values are provided. For example, 8% would be 0.8 points, and 32% would be 3.2.

In order to determine the percentage of work associated with Inuit Firms and Inuit Employment, the following variables are required:

- Total Proposal Price
- Total Labour Costs
- Inuit Labour Costs
- Total Goods & Services (excluding labour)
- Inuit Goods & Services Costs (excluding labour)

Failure to provide this level of detail in your proposal pricing will result in the evaluation committee not being able to determine Inuit Content percentage levels to award points appropriately.

PROPOSAL RATING SCHEDULE

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Methodology and Approach (Models; Approach to Design and Delivery)		20	
2	Contractor/Company (Qualifications, Past Relevant Experience)		15	
3	Project Team/ Instructors (Qualifications, Knowledge, Skills, Past Relevant Experience)		15	
4	Fees and Expenses (NNI adjusted prior to rating)		15	
5	Understanding of the Services (Nature of Services, Nunavut Context)		10	
6	Ability to Provide Formal Accreditation		5	
7	Project Management Approach and Schedule		5	
8	Inuit Content	Inuit Labour	10	
		Inuit Firms	5	
PROPONENT:			TOTAL:	

Comments: _____

Committee Member: _____ Date: _____

<p>LEGEND:</p> <p>A – Evaluation Points Awarded B – Weighting Factor C – Sub-Total Weighted Score (A times B)</p>	<p>RATING POINTS:</p> <p>Poor 0 - 3 points Fair 4 - 6 points Good 7 - 8 points Excellent 9 - 10 points</p>
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The following is provided as a guide to assigning an appropriate score relative to the quality of the proposal submission:

1) If the Quality of the Response is:

- No information provided;
- Requirement was not mandatory, but proponent did not provide any information or address the issue;

Award the Following Points: 0 (Zero)

2) If the Quality of the Response is:

- Falls short of meeting basic expectations;
- has a low probability of success.

Award the following points: 1 – 3 (Poor)

3) If the Quality of the Response is:

- Acceptable at a minimum level; meets our basic requirements; has a reasonable probability of success;
- some objectives may be met.

Award the following points: 4 - 6 (Fair)

4) If the Quality of the Response is:

- A sound response; fully meets most of our requirements; very good probability of success;
- achieves all objectives in a reasonable fashion.

Award the following points: 7 - 8 (Good)

5) If the Quality of the Response is:

- Meets all of our requirements; exceeds expectations;
- excellent probability of success in achieving all objectives;
- very innovative.

Award the following points: 9 - 10 (Excellent)

Note that a zero (0) score is reserved only for instances where the proposal does not address an issue that was requested in the RFP or where desired information is not provided. A zero (0) would be used in the event of a proponent not having any Inuit content or for not meeting a minimum standard. It should not be confused with failure to address a mandatory requirement which would render the proposal non-compliant and warrant rejection without further consideration.

PROPOSAL SUBMISSION FORM

The following information should be provided by proponents wishing to have their proposal evaluated. If the proponent is not legally registered with the Government of Nunavut's Department of Justice, Legal Registries Division, in order to legally do business in Nunavut, then the proponent will be required to register should their proposal be acceptable to the GN.

COMPANY NAME: _____

ADDRESS: _____

Please indicate if the entity submitting this application is an Incorporated Company: _____

If yes, which province is the registration in? _____

Is the company registered in any other province as extra-provincially? _____

If yes, which province(s)? _____

AUTHORIZED PERSON(S): _____

NAME(S) & TITLE(S) IN CAPITAL LETTERS:

AUTHORIZED CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE(S): _____

EXHIBIT A: PRICING FORM

Law degree program Pricing Form

PROJECT REQUIREMENTS FROM TERMS OF REFERENCE		PRICING (\$ CAD)		
Key Deliverable	Timing	Fees	Travel Expenses	Other Expenses (please specify)
Project Initiation				
Project kick-off meeting	? 2015			
Project planning				
Sub-total				
Supervisors Program				
Program design , including: <ul style="list-style-type: none"> Initial design review meeting Completion of program design for acceptance by NAC and DOJ 	To be completed by ?, 2015			
Program content , including: <ul style="list-style-type: none"> Development of instructional content for acceptance by NAC and DOJ Development of evaluation forms Development of reporting formats 				
Program delivery ; including: <ul style="list-style-type: none"> Program coordination Instruction/facilitation of modules On-line components (as and if proposed) Materials, including print materials, instruments and tools Annual updates/ revisions to content and 	Year1: beginning September 2017			
	Year2: beginning September 2018			
	Year3: beginning			

PROJECT REQUIREMENTS FROM TERMS OF REFERENCE		PRICING (\$ CAD)		
Key Deliverable	Timing	Fees	Travel Expenses	Other Expenses (please specify)
<ul style="list-style-type: none"> materials as needed Attendance and participation reports (by module and program) Reports and recommendations (by module and program) 	September 2019			
	Year4: beginning September 2020			
Other (please specify)				
Sub-total				
Senior Managers Program				
Program design , including: <ul style="list-style-type: none"> Initial design review meeting Completion of program design for acceptance by NAC and DOJ 	To be completed by ?			
Program content , including: <ul style="list-style-type: none"> Development of instructional content for acceptance by NAC and DOJ Development of evaluation forms Development of reporting formats 	To be completed by ?			
Program delivery ; including: <ul style="list-style-type: none"> Program coordination Instruction/facilitation of modules On-line components (as and if proposed) Materials, including print 	Year1: beginning September 2017			
	Year2: beginning September			

PROJECT REQUIREMENTS FROM TERMS OF REFERENCE		PRICING (\$ CAD)		
Key Deliverable	Timing	Fees	Travel Expenses	Other Expenses (please specify)
materials, instruments and tools <ul style="list-style-type: none"> • Updates/ revisions to content and materials as needed • Attendance and participation reports (by module and program) • Reports and recommendations (by module and program) 	2018			
Other (please specify)				
Sub-total				
Emerging Managers Program				
Program design , including: <ul style="list-style-type: none"> • Initial design review meeting • Completion of program design for acceptance by NAC and DOJ 	To be completed by ?			

PROJECT REQUIREMENTS FROM TERMS OF REFERENCE		PRICING (\$ CAD)		
Key Deliverable	Timing	Fees	Travel Expenses	Other Expenses (please specify)
Program content , including: <ul style="list-style-type: none"> • Development of instructional content for acceptance by NAC and DOJ • Development of evaluation forms • Development of reporting formats 	To be completed by August 12, 2016			
Program delivery ; including: <ul style="list-style-type: none"> • Program coordination • Instruction/facilitation of modules • On-line components (as and if proposed) • Materials, including print materials, instruments and tools • Updates/ revisions to content and materials as needed • Attendance and participation reports (by module and program) • Reports and recommendations (by module and program) 	Year1: beginning September 2017			
	Year2: beginning September 2019			
Other (please specify)				
•				
Sub-total				
Project Wrap-up				

PROJECT REQUIREMENTS FROM TERMS OF REFERENCE		PRICING (\$ CAD)		
Key Deliverable	Timing	Fees	Travel Expenses	Other Expenses (please specify)
Final project report and recommendations	December 2018			
Project wrap-up meeting	February 2019			
Sub-total				
TOTAL				
GRAND TOTAL				

NNI Incentives Application Form

The following information MUST be provided by proponents wishing to receive any pricing adjustments permitted under the NNI Policy. If the information is not provided or is incomplete, bid adjustments will NOT be granted.

Values provided in this form must be substantiated by the information provided in the proposal. It will be necessary to provide the names of all proposed team members along with their location of residence. Place a check mark in the column where you wish to receive the adjustment. The Evaluation Committee will use the GN and NTI Registries to verify the status of sub-consultants and suppliers. **If the GN determines that a proposal should or should not receive a bid adjustment pursuant to the NNI Policy, it can adjust the evaluation and scoring of a proposal accordingly.**

Proponent's Name					
I. Employment/Labour/Payroll – Include administrative/operational expenses in payroll values).					
Name & Location of Worker (or proposed new hires)	Labour Cost	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Value of Labour	\$				
Value of Inuit Labour	\$				
II. Proponent/Sub-Contractor Amounts – Miscellaneous Expenses including Travel Estimates					
Name & Location of Proponent or Sub-Contractor and Nature of Services	Unit Costs	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Goods & Services (excluding labour)	\$				
Inuit Goods & Services (including labour)	\$				
Total Proposal Value	\$				
<p>Note: This information is required in order to apply NNI adjustments. Note: The Subject Community for this RFP process is NUNAVUT. Instructions for completing this form are on the following page. If more space is needed, photocopy and reuse this form.</p>					

NNI Adjustment Application Form Instructions

The following guidelines are given to assist proponents in applying for NNI adjustments:

I. Employment/Labour (Payroll Expenses):

This section is for the labour of both the main Consultant (the proponent) and any Sub-Consultants. The work being done by the employees who don't live in Nunavut doesn't qualify for an adjustment. Any portion of payroll dollars for the work that will be done by Nunavut Residents does qualify (Nunavut 7%). If the Nunavut Residents are also Inuit, they qualify for the additional Inuit adjustment (7%). If the Inuit employees are not Nunavut Residents, they do not get the Nunavut adjustment; they only get the Inuit adjustment (7%). If the Nunavut Residents are also local to the benefiting community, then they qualify for the additional Local adjustment (7%). If the Inuit employees are Local Nunavut Residents, they get the full 21% adjustment. Inuit employees who are not Nunavut Residents don't qualify for Local adjustments.

II. Other/Miscellaneous Expenses/Sub-Consultants:

This section is for both the main Consultant (the proponent) and any Sub-Consultants. Some of the work may have to be done by another consultant. This is referred to as a 'sub-contract'. If any other services required for the completion of the contract will be provided by the proponent or any other business, it must be identified here. If the proponent or other company is a Nunavut Business, then they will get the Nunavut adjustment (7%). If they are listed in the NTI Inuit Firms database, then they will get the Inuit adjustment (7%). If the company is listed in both databases, they get both adjustments. If they are also located in the benefitting community, then they get the additional Local adjustment (7%). If the sub-consultant is not on either the NNI or NTI List, it does not qualify for a bid adjustment of any kind.

Application of NNI & NTI Adjustments:

Adjustments are applied to the sub-total dollar values associated with each listed component and sub-consultant or supplier according to their registration status. Accordingly, the Evaluation Committee will check the NNI and NTI databases to verify that the sub-consultant or supplier listed is actually registered and adjustments will be given according to the registered status.

For Example, if the proponent indicates that a company is both a Nunavut Business and an Inuit Firm by placing check marks in the 'Nunavut' and 'Inuit' columns, and the Evaluation Committee determines that the company is included on the NNI Registry but is not included on the NTI Inuit Firms Listing, then the Nunavut adjustment will be allowed and the Inuit adjustment will be denied.

Proponents are hereby reminded that registration in the NNI and NTI registries requires annual updates, therefore, proponents are encouraged to check the NNI and NTI websites to verify the status of any sub-consultants and suppliers they propose in carrying out the work. Proponents should also ensure that their own information is up to date. Refer to the Instructions to Proponents paragraph 6 for website addresses.

Total Labour Value: is the total of all of the individual team members assigned to tasks in the project and listed in each row.

Total Goods and Services Value: is the value of the proponent's own involvement, as well as the involvement of other consultants and suppliers with the labour values excluded.

The Evaluation Committee will use this information to apply any pricing adjustments you may be entitled to under the NNI Policy. The websites will be used to verify the information provided for proponents, sub-consultants and suppliers.

This scenario is for a solution of services where a small amount of goods may be required to deliver the service. Instead, a substantial amount of labour is required to complete the contract and the costs for any materials necessary for delivering the service are ancillary¹, and therefore included in the Contractor's Administration or General Expenses line item in the bid. For this example, we are using the hypothetical value of \$1,000,000 dollars for the proposed total contract price from a company called Local Inuit Nunavut Company (LINC). The contract price is arrived at based on the volume of work to be completed. Note this value was chosen for this example only and is not based on any real prices or a specific volume. It is for illustrative purposes only.

Total Proposal Price of Local Inuit Nunavut Company (LINC): **A \$ 1,000,000**

The proposal is further broken down to separate the Proponent and sub-contractor labour values from the non-labour portion of the services, and for the purposes of applying bid adjustments, the status of each company is verified.

Total Proposal Price of LINC		\$ 1,000,000
<u>Labour Component</u>	<u>Worker Status</u>	<u>Payroll Cost</u>
LINC Labour	Inuit, Nunavut, Local (Local Inuit are Nunavummiut)	\$ 200,000
LINC Labour	Non-Inuit, Nunavut based, not Local	\$ 300,000
Sub-Contractor A Labour	Not-Inuit, Not-Nunavut, (Montreal)	\$ 100,000
<u>Other Services Components</u>		<u>Other Service Component Costs</u>
LINC Materials	Inuit, Nunavut, Local	\$ 200,000
Sub Contractor A	Not Inuit, yes Nunavut, yes Local	\$ 100,000
Sub Contractor B	Yes Inuit, not Nunavut, yes Local	\$ 100,000

For the Proponent Company: Local Inuit Nunavut Company (LINC)

- ✓ Inuit ownership – Included on the NTI Inuit Firms Registry – Yes Inuit
- ✓ Nunavut based and owned – Included on the GN NNI Secretariat Nunavut Business Registry – Yes Nunavut
- ✓ NTI or NNI Registered and based in the community where the Services are required – Yes Local

For the Sub-Contractor “A”

- ✓ No Inuit ownership – Not on NTI Inuit Firm Registry – Not Inuit
- ✓ Nunavut based and owned – Included on the GN NNI Secretariat Nunavut Business Registry – Yes Nunavut
- ✓ NNI Registered and based in the community where the Services are required – Yes Local

For the Sub-Contractor “B”

- ✓ Inuit ownership – Included on the NTI Inuit Firms Registry – Yes Inuit
- ✓ Nunavut based & owned but NOT listed on the GN NNI Secretariat Nunavut Business Registry – Not Nunavut
- ✓ NTI Registered and based in the community where the Services are required – Yes Local

This example is given to illustrate two things:

- 1) How Bid Adjustments are Applied; and
- 2) How Inuit Content (Labour and Firms) is Evaluated

¹ Minor, subsidiary, supporting.

1) How the Bid Adjustments are Applied

Calculate Allowable NNI Adjustments to Determine NNI Adjusted Bid Price – this is a 2-Part Step

Table I. This analysis is based on the Proponent's identified workforce, and workers to be used by its subs. Proponents must indicate in their bids the dollar value estimates for workers and indicate if they are Inuit or not, if they are working in Nunavut or not, and which community they're based in. This level of detail is needed to accurately calculate adjustments. For each value component and status category of labour, the value of the labour will be multiplied by the total allowable adjustment percentage factor.

Estimated Labour/Payroll Expenditures Breakdown Table							
Employers and Labour Forces	Value of Labour (\$)	Nunavut Residents 7%	Inuit Residents 7%	Local Residents 7%	Other Residents 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
LINC: Inuit based in service community (Local Inuit are considered Nunavummiut)	\$200,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21%	\$ 42,000
LINC: Nunavut workers based outside service area (not LCA beneficiaries)	\$300,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7%	\$ 21,000
Sub-Contractor A: Non-Inuit & not working in Nunavut (not Inuit or Nunavut)	\$100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00
Total Estimated Labour							\$600,000
Total Estimated Inuit Labour							\$200,000

Value of Adjustments on Total Labour (\$42,000 + \$21,000) = B \$ 63,000

Table II. This analysis is based on the Proponent's identified Value of Services to be provided by the Contractor and Sub-Contractors. Bidder must have provided all 'Own Forces' amounts and Name(s) and Dollar Values of all intended Sub-Contractors in their bid. To calculate the adjustments, multiply the Value of Services by the Total Adjustment Percentage factor.

Other Services (Excluding Payroll Estimates) Fees/Price Breakdown							
Contractors Names & Line Items	Value of Services (\$)	Nunavut Businesses 7%	Inuit Firms 7%	Local 7%	Other Business 0%	Total Adjustment %	Value of Adjustment (\$ x %)
LINC: Materials & Administration (Nunavut, Inuit & Local)	\$200,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21%	\$ 42,000
Sub-Contractor A: Specific Services (Nunavut and local, but not Inuit)	\$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14%	\$ 14,000
Sub-Contractor B: Specific Services (Inuit and Local, not Nunavut)	\$100,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14%	\$ 14,000
Total of Other Services							\$400,000
Inuit Portion of Total Other Services							\$300,000

Value of Adjustments on Other Services excluding Labour (\$42K + \$14K + \$14K) = C \$ 70,000

To determine the Total Value of Adjustments, add the total adjustments under the Payroll Breakdown Table (B) and the total adjustments from under the Other Services table (C) to find the Total Value of Adjustments:
 $(\$63,000 + \$70,000) = \text{D } \$ 133,000$

III. To determine the Total Adjusted Proposal Price, subtract the Total Value of Adjustments (D) from the Total Proposed Price (A) \$1,000,000:
 $(\$1,000,000 - \$133,000) = \text{E } \$ 867,000$

This is the proposal price value that will be used to determine score in the pricing evaluation. See Rate/Price explanation on page 4.

2) How Inuit Content (Labour and Firms) would be Evaluated

Labour Component:

In order for Proponents to maximize points available for Inuit Labour, they will need to clearly outline their estimates for labour required to deliver the contract. This will include the value of the labour directly engaged by the Proponent company, and the value of labour provided by sub-contractors. Proponents should also be sure to identify the beneficiary status and location of the workers (i.e., Inuit or not, based in Nunavut and if any will be working in any of the communities within the Sealift Area they're bidding on (this will determine Local adjustments). The GN may request a description of the job title (Laborer, Account Representative, Sales Agent, Customer Service etc.), and the value of the labour to deliver the service to that Area; however this information should be included somewhere in the proposal submission.

Note that the Sub-Contractor labour values can only be included if they are part of the Proponent's proposal price, and part of the payroll. If they are charged to the GN separately by another company or contractor, they are not to be included.

Other Expenses Component:

The 2nd pricing breakdown table provided on page 2 (Other Services – Excluding Payroll) is provided for the Proponent to identify other expenses and who they're being provided by. This includes all of the other components and costs of delivering the service, including any sub-contracted services, supplies, fuel, administrative costs, overhead, profit margin, hotels, insurance, advertising, transportation costs, maintenance, depreciation, etc.

For the purposes of providing pricing, Proponents should present their pricing in a format similar to the table provided in the RFP. Costs or components that are internal to the Contractor such as profit margin, insurance, overhead etc., should be listed under the Proponent's name and will be considered as 'own forces'. Other components that may be broken out and identified as Inuit and or Nunavut and or Local companies should be listed separately. If the services are being delivered by a Local Inuit or Nunavut firm, they should be listed separately.

Note that Sub-Contractor work values can only be included if they are included in the proposal pricing as part of the overall expenses. If they are charged to the GN separately, they are not to be included.

Proposal Scores and Inuit Content:

From the RFP document, the chart entitled Proposal Rating Schedule; we see that the Inuit Content Rating Criterion includes Inuit Employment (10%) and Inuit Firms (5%). From the information proponents submit on the chart entitled "RFP NNI Adjusted Price Calculation Information", we will complete the scores for Inuit Employment, Inuit Firms and the Bid Adjustment.

How Inuit Labour is Evaluated:

To determine the score for Inuit Labour, the GN will award points for the percentage of payroll dollars that is outlined as Inuit Labour. In this example, the total value of Inuit Labour is \$200,000. The total value of all labour is \$600,000. Therefore the score for Inuit Labour is calculated as follows:

$$\begin{aligned} \text{Inuit labour Score} &= \$ \text{ Inuit labour} / \$\text{Total Labour} \\ &= \$200,000 / \$600,000 \\ &= .33 \\ \text{Inuit Labour score} &= \mathbf{3.3/10} \end{aligned}$$

How Inuit Firms is Evaluated:

To determine the score for Inuit Firms, the GN will award (approximately) 1 point for each 10% of Inuit Content to be provided for delivering the contract in comparison to the total overall proposal value for the contract. This includes Inuit Labour.

In our example, the total value of Other Services (Supplies/Materials, Contractor or Sub-Contractor) is \$400,000, and the total value of proposed labour is \$600,000. This is a total overall proposes contract value of \$1,000,000. The Inuit portion of the Total Labour component on Table 1 is \$200,000, and the Inuit Portion of the Other Services component on Table 2 is \$300,000. This makes the total Inuit Content \$500,000: (\$200,000 for LINC Inuit Labour + \$100,000 for Sub-Contractor B Labour + \$200,000 for LINC Materials & Admin, etc.)

Accordingly, from our example the proponent LINC would score the following:

$$\begin{aligned} \text{Inuit Firm Score} &= \$\text{Total Inuit Content} / \$\text{Total Contract Value} \\ &= \$500,000 / \$1,000,000 = .5 \\ \text{Inuit Firm score} &= \mathbf{5/10} \end{aligned}$$

Bid Adjustments - In terms of NNI Adjustments, our Example Company LINC would have achieved the following adjustments (as illustrated on page 2):

$$\begin{aligned} \text{Adjusted Price} &= (\$ \text{Total Contract Value}) - (\text{Total Adjustments}) \\ &= \$1,000,000 - 133,000 = \mathbf{\$867,000} \end{aligned}$$

$$\begin{aligned} \text{Bid Adjustment Rate} &= \$\text{Total Adjustments} / \$\text{Total Contract Value} \\ &= \$133,000 / \$1,000,000 = .133 \\ &= \mathbf{13.3\%} \end{aligned}$$

Rate/Price The proponent with the least costly price, after bid adjustments are applied, for the geographical area, receives a score of 10/10. The next least costly bid after adjustment, receives a score relative to the best score.

Consulting Services Contract

The following Consulting Services contract template outlines key contractual requirements that the GN considers important and will substantially incorporate into any contract resulting from this RFP.

AGREEMENT

BETWEEN:

**THE GOVERNMENT OF NUNAVUT, as represented by
the Minister of *(name of department)*
(hereinafter referred to as the "GN")**

AND:

(Insert the name of the Consultant)
of (address of the Consultant),
(hereinafter referred to as the "Consultant")

WHEREAS:

- A. On *[date]* the GN issued a request for competitive proposals under the title and reference number *[insert RFP name and community here]*, Nunavut - RFP *[insert RFP number here]* for *[brief description of consulting services]* ("RFP"), which RFP closed on *[date]*; and
- B. The Consultant provided a detailed Proposal dated *[insert date of Proposal]* ("the Proposal") outlining its ability to provide such services to the GN, and was the successful proponent under the RFP; *or (The Consultant is Responsible, and has submitted a proposal that after the evaluation of which relative to the published selection criteria, was found Responsive, and to provide the best potential value to the GN)*; and
- C. The GN and the Consultant wish to set out the terms and conditions relating to the provision of such Services;

THEREFORE the GN and the Consultant agree as follows:

"Agreement" means this contract between the GN and the Consultant for *[RFP Short Title for] Services*;

"Services" means those *[type/nature of services to be provided]* services set out in RFP # (RFP Title, Community, Nunavut), the Terms of Reference of which are attached hereto as Appendix "A" and the services offered in the Consultant's proposal dated *[date]*, attached hereto as Appendix "B", to be performed by the Consultant to the full satisfaction of the GN.

1. SERVICES

- 1.1 The Consultant will perform those services which are set out in the Terms of Reference of the RFP and the Proposal ("the Services"), which are attached as Schedules A and B respectively to, and form part of, this Agreement,

(update to 4280-30-CS, contract award date and number of pages when drafting the contract)

- 1.2 The Consultant agrees to fully perform the Services in a competent, timely and professional manner to the full satisfaction of the GN within the term and for the price set out herein;
- 1.3 The Consultant will perform the Services to the standards set out in the RFP and the Proposal, whichever is higher.
- 1.4 The Consultant and the GN have mutually agreed upon the following supplemental terms, and nothing in the RFP or the Proposal will supersede the terms listed in this part:
 - 1.4.1 *insert in this section any negotiated items or terms that differ from the proposal or RFP – If this is not done, then the entire proposal, as written, will become part of the contract and any negotiations or modifications thereto will be lost. NOTE: This part of the contract requires more thought than the whole rest of it combined. ✂*

2. TIME FOR PERFORMANCE

- 2.1 The Consultant shall commence performance of the Services on the ___ day of _____, 20___, and shall forthwith execute and fully complete the Services, to the full satisfaction of the GN, on or before the _ day of _____, 20__.

3. PAYMENT

- 3.1 The GN agrees to pay the Consultant for the Services a total amount not greater than *type in the amount of the contract in words* Canadian Dollars (*\$contract value in numbers*) as set out in refer to section and page numbers of the Proposal. *✂ The underlined portion is necessary only if there is more than one payment, or if the total payment amount is not known at this time, but must be calculated (for example, to include travel expenses).*

OR, if the payment terms are scattered throughout the Proposal; involve estimates; or are in any other way unclear, make up a Schedule A clearly setting out the payment terms and use this sentence for 3.1: ✂

- 3.2 *[Only if there is more than one payment]* Following completion of each portion of the Services, the Consultant shall invoice the GN for the performance of that portion of the Services, with documentation satisfactory to the GN.
- 3.3 Upon receipt of the invoice, the GN shall promptly determine whether the work which is the subject of the invoice is approved and the GN shall process payment to the Consultant of the amount of the approved portion of the invoice within thirty (30) days of the date of approval of the invoice, or within twenty (20) days of approval of the invoice in the case of a Nunavut Business as defined by the NNI Policy.
- 3.4 Where the GN does not approve of any part of the work which is the subject of an invoice, the GN shall promptly notify the Consultant in writing, of the reason(s) why the work was not approved; and the Consultant shall remedy the work at no additional cost to the GN before the GN shall be obliged to pay the unapproved portion of the invoice.
- 3.5 If in the opinion of the GN the Consultant has failed to comply with or has in any way breached an obligation under this Agreement, the GN, on having given written notice of such breach to the Consultant, may withhold, in whole or in part, any payment due the Consultant without penalty, expense or liability; and any such hold back amount shall be withheld until the breach has been rectified to the satisfaction of the GN.
- 3.6 The GN may, in order to discharge obligations or satisfy claims against the Consultant or a subcontractor arising out of the execution of the Services, deduct any monies claimed and

owing from any amount due and payable to the Consultant under this agreement, and pay it directly to an obligee or claimant.

3.7 The GN may set off any payment due the Consultant against any monies owed by the Consultant to the GN.

3.8 The GN must pay the Goods and Services Tax (GST), but is not subject to Provincial Sales Taxes (PST).

4. NOTICE AND ADDRESS

4.1 Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:

a) To the GN:

Project Manager's Name and Title
Department of *department name*
Government of Nunavut
Mailing and Street Address Particulars
Facsimile Number: () - -
E-Mail Address:

Contract Name and Reference Number: *same as RFP Title but contract number may differ from RFP No (i.e., it can be the RSN # if an RSN was given to Purchasing).*

b) To the Consultant, at:

Consultant's Contact Person
Consultant Name
Mailing & Street Address
Facsimile Number:
E-Mail Address:

4.2 Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if

- a) if delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;
- b) if delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
- c) if delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following the receipt of the electronic transmission.

4.3 In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

5. PERFORMANCE OF SERVICES

5.1 The Consultant agrees to exercise all care, skill, and diligence in performing the Services and to comply with all the terms of this Agreement;

(update to 4280-30-CS, contract award date and number of pages when drafting the contract)

- 5.2 The Consultant agrees to furnish all labour, materials, supplies, tools, transportation, services and all things necessary for the proper and timely total completion of the Services. *☞ [Note: In some circumstances, the GN may be supplying some materials or office support, in which case these should be set out as an exception to this section.]✕*
- 5.3 The Consultant agrees to use only new materials and supplies of the best quality, of merchantable quality, fit for the intended purpose, and carefully installed or applied in accordance with any manufacturer's specifications and warranty requirements, in performing the Services; *☞ [This may not apply in some cases, if the Consultant does not use materials.]✕*
- 5.4 The Consultant warrants that it has independently reviewed the nature of the Services, it is not relying upon any GN representations and it is fully qualified and able to perform the Services by the completion date.

6. CHANGES TO WORK AND SERVICES

- 6.1 Unless authorized by a written change order agreed to by both parties, the Consultant shall not perform any additional work beyond the Services. Any costs, fees or expenses incurred by the Consultant for additional unauthorized work that is not in a change order or change directive shall be the Consultant's sole responsibility and the GN shall not be liable for any claim for compensation or reimbursement of such costs, fees or expenses, in law, in equity or under this Agreement.
- 6.2 The Consultant shall not change or omit any part of the Services nor perform any extra or additional work or service requested unless authorized by a written and signed change order.
- 6.3 Any cost or expense incurred by the Consultant for any additional or extra work or service performed by the Consultant, subcontractor or sub-consultant, without a previously signed change order, shall be the Consultant's sole liability and responsibility, and the GN shall not be liable for any claim for compensation in respect of such additional cost or expenses, in law or equity, or under this Agreement.
- 6.4 The time for performance and completion of the Services shall not be extended unless such change in time has been expressly agreed to by the GN in writing.

7. PERSONNEL *[Delete this section if the contract is with a sole proprietor individual person – as opposed to a company. Note the person still needs to be legally registered to do business in Nunavut, have a business license and a waiver from WSCC].*

- 7.1 At any time, upon request of the GN, the Consultant shall remove within three days any worker of the Consultant (whether employed or otherwise engaged by the Consultant) who in the opinion and sole discretion of the GN is deemed to be unsuitable and thereafter the Consultant shall replace that worker with one who is acceptable to the GN.
- 7.2 *[Delete this section if there are no key personnel.]* The GN and the Consultant having recognized that the following personnel *is/are* critically important to the successful performance of the Services, agree that the following individuals will remain fully employed in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign *this/these* individuals during the term of this Agreement as long as such individual(s) remain(s) in the employ of the Consultant:

[LIST BY NAME AND POSITION] or insert a reference to Consultant's Proposal – Project Team Section & include the page numbers

8. SUBCONTRACTORS *[Delete this whole section if there are no subcontractors at all.]*

(update to 4280-30-CS, contract award date and number of pages when drafting the contract)

- 8.1 At any time, upon reasonable notice from the GN, the Consultant shall replace any subcontractor whom the GN acting reasonably has deemed to be unsuitable and thereafter the Consultant shall replace that subcontractor with one who is acceptable to the GN.
- 8.2 In the event such replacement of subcontractor results in an addition or reduction to the Agreement price and term, these may be adjusted by the differences caused by such replacement.
- 8.3 *[Delete this subsection if there is no key subcontractor]* The GN and the Consultant having recognized that the following subcontractor(s) *is/ are* critically important to the successful performance of the Services, agree that the Consultant will retain the following subcontractor(s) in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign this/these subcontractor(s) during the term of this Agreement, and shall promptly notify the GN should *this/these* subcontractor(s) become unavailable to the Consultant:

[LIST BY NAME AND POSITION] or insert a reference to Consultant's Proposal – Project Team Section & include the page numbers.

9. EXPEDITE THE WORK

- 9.1 At any time, upon notice from the GN, the Consultant shall make all reasonable efforts to expedite the Services and shall make all best efforts to ensure the timely and scheduled completion of the Services, at no additional cost to the GN.
- 9.2 Failure by the Consultant to do so when requested by the GN may be grounds for termination of this Agreement, in addition to all other remedies which may be available to the GN, under this Agreement, at law or in equity.

10. INTELLECTUAL PROPERTY WARRANTY

- 10.1 The Consultant warrants that:
- a) its performance of the Services and any product(s) used in performing the Services are original and are owned by the Consultant or have been validly and properly licensed by the Consultant as to all necessary intellectual property rights;
 - b) no performance of the Services or products used in performance of the Services will or do violate or infringe upon any intellectual property rights of any other person or entity; and,
 - c) it will indemnify and save harmless the GN from any costs, liabilities, damages or expenses, including reasonable legal fees and expenses arising, directly or indirectly, out of any proven or alleged breach of these warranties.

11. COPYRIGHT

- 11.1 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the Services or conceived, developed or first actually reduced to practice in performing the Services, (herein called "the Property") shall vest in the GN and the Consultant hereby absolutely assigns to the GN the copyright in the Property for the whole of the term of the copyright.
- 11.2 The Consultant shall ensure that its contractual relations with employees and subcontractors preserve copyright for the GN, in compliance with the subsection above.

12. CONSULTANT'S ADDITIONAL RESPONSIBILITIES

- 12.1 In the event that the Consultant is, in the opinion of the GN, in default in respect of any obligation of the Consultant hereunder the GN may do any act as it deems necessary to rectify such default and the GN may deduct or set off the cost of such rectification against any payment due or becoming due to the Consultant under this or any other contract with the GN.
- 12.2 The Consultant may not assign or delegate the Services to be performed under this Agreement, or any part thereof, to any other party without the prior written consent of the GN. In the case of a proposed assignment of monies owing to the Consultant under this Agreement, the consent in writing of the Comptroller General of the GN must be obtained, pursuant to S.69(4) of the Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement.
- 12.3 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this Agreement. At any time during the term of this Agreement, and for the three (3) year period following the Agreement, the Consultant, upon the request of the GN shall promptly produce such accounts and records.
- 12.4 Any information obtained from, or concerning any department of the GN, or clients of any department of the GN, by the Consultant, its agents or employees in the performance of the Services, or of any other contract, shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person, and shall maintain confidential and secure all material and information that is the property of the GN and in the possession or under the control of the Consultant. This clause survives termination or expiry of this Agreement.
- 12.5 The Consultant shall notify the GN immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in anyway attributable to the performance or non-performance of the Services under this Agreement.
- 12.6 The Consultant represents warrants and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect their objectivity in the performance of their duties under this Agreement. Should an event giving rise to such a conflict of interest occur, the Consultant shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed. Upon receipt of such a notice, the GN may, in its sole discretion, elect to terminate this Agreement, or continue with this Agreement subject to the Consultant's satisfactory compliance with the conflict management plan.
- 12.7 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the GN and the other party to which services are being rendered shall be advised of the conflict immediately.

13. TERMINATION

- 13.1 The GN may terminate this Agreement at any time without penalty upon giving written notice to the Consultant, if, in the sole opinion of the GN,
 - a) the Consultant's performance of the Services is persistently faulty or below the required standard, or the Consultant is unable to deliver the Service as contracted (becomes 'not responsible'),
 - b) the Consultant becomes insolvent or commits an act of bankruptcy.

- c) an actual or potential labour dispute delays or threatens to delay timely performance of the Services
 - d) the Consultant defaults or fails to observe the terms and conditions of this Agreement in any material respect.
- 13.2 This Agreement shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the GN for work performed to the date of termination.

14. SUSPENSION OF WORK

- 14.1 The GN may in its sole discretion at any time upon notice to the Consultant in writing suspend the performance of the Services in whole or in part, for a specified or unspecified time.
- 14.2 Upon receiving notice of the suspension, the Consultant shall immediately suspend all operations concerning that identified portion of the Services, except work necessary in the opinion of the GN, to care for, preserve and protect the Services.
- 14.3 During the period of suspension, the Consultant shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for, preserving and protecting the work product.
- 14.4 Should the period of suspension of the Services, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to this Agreement may consider the Agreement to be terminated by mutual agreement without further liability.”

15. PERFORMANCE

- 15.1 If the Consultant fails to comply with any decision or direction of the GN made pursuant to the Services, or fails to take steps satisfactory to the GN to correct any defect, delay, deficiency or default within seven (7) days of being given written notice by the GN to do so, the GN may, upon notice to the Consultant, take the Services or a portion thereof out of the Consultant’s hands and employ such methods and/or other Consultants as the GN deems advisable, to do that which the Consultant failed to do, at the Consultant’s cost and expense.
- 15.2 If the Consultant defaults, fails to perform its obligations under this Agreement in whole or in part, or if in the sole discretion of the GN the quality of work or the contract management practice of the Consultant is unsatisfactory, the GN may deem the Consultant to be “not responsible” for the purpose of other proposals or tenders.

16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Consultant (or designate) and the Deputy Minister (or designate), shall have considered the dispute. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 16.2 If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Iqaluit, Nunavut unless otherwise agreed.

- 16.3 Within 20 days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator. If the Parties are unable to appoint a single arbitrator within the said 20-day period, then the Consultant shall appoint one arbitrator and the GN shall appoint one arbitrator, both such arbitrators to be appointed within 10 days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within 5 days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the *Arbitration Act, (Nunavut)*.
- 16.4 Notwithstanding the foregoing, the GN may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Nunavut Court of Justice and not to Arbitration.

17. FORCE MAJEURE

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 17.2 The Consultant acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeure elsewhere, and the Consultant will plan for those eventualities as much as possible.
- 17.3 In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
- 17.4 Should the Force Majeure event last for longer than thirty (30) days, the GN may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.”

18. INDEMNITY AND INSURANCE

- 18.1 The Consultant will indemnify and save harmless the GN, its employees and agents from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the GN at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Consultant or of any agent, employee, officer, director or subcontractor of the Consultant pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the GN.

🌀 Note: In some circumstances, this may not be enough coverage; consider the risks and consider consulting with the Risk Management office in the Department of Finance – preferably prior to issuing the RFP. ✂

- 18.2 The Consultant shall without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance:

- 18.2.1 Professional Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to cover claims arising out of the rendering of or failure to render any professional service under the Agreement. *🌀 [Note: This kind of insurance applies to certain kinds of professionals such as accountants, engineers, and architects, and covers ‘errors and omissions’]. ✂*

- 18.2.2 Workers' Compensation and Safety (WCS) coverage. The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the Consultant is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the Consultant or subcontractors or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN.
- 18.2.3 All motor vehicles, watercraft or snowcraft used by the Consultant in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
- 18.2.4 Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
- Products and Completed Operations
 - Owners & Consultants Protective
 - Contractual Liability;
 - Broad Form Property Damage;
 - Personal Injury
 - Cross Liability and Severability of Interest;
 - Medical Payments
 - Non-Owned Automobile Liability including contractual liability
 - Underground Property Damage; (in respect to any work involving ground disturbance.) *[this may be deleted if the contract does not involve construction, survey or demolition]*
 - Contingent Employers Liability
 - Employees as Additional Insureds.
- 18.3 The insurance policies shall name the GN, its directors, officers, employees, agents and Consultants as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.
- 18.4 All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
- 18.5 The Consultant must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
- 18.6 The Consultant shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Consultant's liability is not capped to the amount of and scope of coverage required under the agreement.
- 18.7 The Consultant shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.

- 18.8 The Consultant will ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the Nunavut Land Claim Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.

19. GENERAL TERMS

- 19.1 It is a condition of this Agreement that payment hereunder is subject to Section 46 of the *Financial Administration Act* (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement. Section 46 currently provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."

- 19.2 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 19.3 This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 19.4 Time shall in every respect be of the essence of this Agreement.
- 19.5 The Consultant is an independent contractor with the GN and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' safety and compensation and the Nunavut Payroll Tax.
- 19.6 This Agreement shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 19.7 No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 19.8 The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 19.9 This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Consultant and all such prior agreements, arrangements and understandings shall be

deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.

19.10 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

[There should never be a page break before this part of the contract.] If necessary, put a hard page break in the middle of the previous paragraph.] Also, the signature page should never be a stand-alone page by itself, because it can be attached to anything. If it has to be stand-alone, ensure the contract number, RFP Number, contract name and Vendor are all identified (this should be in the contract header).

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the _____ day of _____, 20____.

FOR THE CONSULTANT:

FOR THE GOVERNMENT OF NUNAVUT:

Name & Title

Name & Title

Signature

Signature

Witness Name & Title

Witness Name & Title

Witness Signature

Witness Signature

Add if more than 1 witness is needed/Delete if not necessary:

Witness Name & Title

Witness Signature