



GOVERNMENT OF NUNAVUT

REQUEST FOR PROPOSALS

RFP # 2010 - 75

**STANDING OFFER AGREEMENT (SOA)
PROFESSIONAL RECRUITMENT SERVICES**

ISSUE DATE: November 05, 2010

CLOSING DATE: December 03, 2010



Request for Proposals

The Government of Nunavut (GN) is requesting Proposals from qualified proponents for the provisions of providing professional recruitment services. This Standing Offer Agreement (SOA) will allow the GN to use the services of a professional recruitment firm to assist with the staffing of Management, Senior Management and other difficult to recruit positions. This SOA may be used by the GN to fill any other positions for which assistance is required.

Table of Contents

Instructions to Proponents
Terms of Reference
Proposal Evaluation
Proforma Contract

Instructions to Proponents

1. Proposals must be received before **Friday, December 03, 2010** at 4:00PM, Local time **Iqaluit, Nunavut** at:

**Government of Nunavut,
Department of Procurement & Logistics
Attention: Rachel Janes, Contracts Coordinator, Procurement, Logistics & Contract
Support Services
Tel: (867) 975-5368
Deliver to 3rd floor, W. G. Brown Building, Iqaluit, Nunavut**

Or documents may be faxed

Fax: (867) 975-5450

**Original documents must be sent to:
Government of Nunavut, Procurement, Logistics & Contract Support Services
P.O. Box 1000 Station 700,
Iqaluit, NU
X0A 0H0**

Proposals received after the exact time and date noted above will be rejected.

The original and four (4) copies are to be submitted, quoting RFP 2010-75, closing date and proponent's name on the outside of the envelope.

After the closing, only the identity and addresses of the proponents will be posted.

2. The GN will not be responsible for any proposal that:
 - does not indicate the Request for Proposals Title, closing date, proponents name, on the outside of the envelope
 - is delivered to any address other than that provided above.
3. Electronic submissions will not be accepted. Facsimile transmitted proposals will be accepted under the following conditions:
 - the proposal is received in its entirety, fully printed, before the submission deadline at the facsimile number stated;
 - the GN will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;
 - the GN cannot guarantee the complete confidentiality of information contained in the proposal received by facsimile;
 - the proponent shall submit an original proposal and four (4) copies to the address stated herein immediately following the transmission of the facsimile by the most expedient means.

To ensure the proposal is received before the closing, it is recommended that if sending proposals by facsimile to send well in advance of the tender closing date and time, and to confirm receipt by a telephone enquiry. (The facsimile line may be very busy prior to a proposal closing and is also used for other government business.)

4. All questions or enquiries concerning this Request for Proposals must be in writing and be submitted to the address provided above no later than five (5) calendar days prior to the proposal deadline. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
5. This is **not** a Request for Tenders or otherwise an offer. The GN is not bound to accept the Proposal that provides for the lowest cost or price to the GN nor any proposal of those submitted.
6. If a contract is to be awarded as a result of this request for proposals, it shall be awarded to the proponent who is responsible and whose proposal provides the best potential value to the GN. 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.
7. Notice in writing to a proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No proponent shall acquire any legal or equitable rights or privileges whatever until the contract is signed.
8. The contract will contain the relevant provisions of this Request for Proposals, the accepted proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The GN reserves the right to negotiate modifications with any proponent who has submitted a proposal.
9. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.

10. The GN has the right to cancel this Request for Proposals at any time 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.
11. Any amendments made by the GN to the Request for Proposals will be issued in writing and sent to all who have received the documents.
12. The GN is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. The GN reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may amend their proposal up to the closing date and time by facsimile. But after the closing date and time a proposal may not be amended, but may be withdrawn by the proponent at any time prior to acceptance.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibilities with respect to any information received by it pursuant to the RFP process.
16. One of the priorities of the GN is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any GN contract. Therefore, the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy) applies to this Request for Proposals. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local 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 and/or Nunavut Business status.

Proponents can obtain information about the NNI Policy from the GN's NNI Policy Secretariat at tel. (867) 975-7837, fax. (867) 975-7870. A registry of GN approved Nunavut Businesses can be accessed at the website www.nni.gov.nu.ca/search. A listing of Nunavut Tunngavik Inc. (NTI) approved Inuit Firms can be accessed at the website www.inuitfirm.com.

17. Proposals 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.
18. The proposal and accompanying documentation submitted by the proponents are the property of the GN and will not be returned.
19. Proponents should be advised that all contracts for goods and or services awarded by the Government of Nunavut (GN) are made public. The GN releases a Contract Activity Report (CAR) and a Procurement Activity Report (PAR) which makes public the names of the successful contractor / Vendor and the contract price.
20. Notwithstanding any other provision, a Bidder who responds to this RFP agrees that any claim for damages or compensation of any kind related directly or indirectly to a breach of contract or other cause of action arising from the RFP process, the evaluation of responses, or the final award of the contract, shall be limited to the Bidder's actual bid preparation cost. Bid preparation cost is the actual cost borne by a Bidder to prepare and submit its response to this RFP. By responding to this RFP a Bidder acknowledges and accepts this limitation.

SOA GENERAL CONDITIONS

1. This type of unilateral contract is commonly referred to as a Standing Offer Agreement (SOA). The Contractor agrees to provide the goods or services required at prices and on terms as agreed, but the GN is not bound to purchase any goods or services whatsoever.
2. Either party may terminate the SOA upon 30 day written notice.
3. Individual contracts will be formed using the GN's *Local Contract Authority* (LCA) or *Service Contract* (SC) or a service contract similar to the attached Pro Forma Contract. The terms of the Standing Offer Agreement and those contained in the GN standard forms shall take precedence over the Contractors standard terms.
4. If a Standing Offer Agreement is to be established as a result of this request for proposals, it shall be established between the proposer who is responsible and whose proposal provides the best potential value to the GN. Responsible means the capability in all respects to perform fully the Standing Offer requirements and the integrity and reliability to assure performance of any contract obligations arising from the Standing Offer Agreement.
5. The GN reserves the right to enter into more than one Standing Offer Agreement as a result of this RFP. As a result, Standing Offer Agreement(s) shall be non-exclusive. It is the desire of the GN to establish a Standing Offer Agreement with several companies to ensure several potential sources of well qualified IT Professionals.
6. A Standing Offer Agreement is not a contract. The GN shall not be obligated to purchase any services under a Standing Offer Agreement. It shall be an implied term of the Standing Offer Agreement that the GN will award individual contracts under the terms of the Standing Offer Agreement to the successful proponent(s).
7. The Standing Offer Agreement(s) will contain the relevant provisions of this Request for Proposals, the accepted proposal and any other terms which may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The GN reserves the right to negotiate modifications with any proposer who has submitted a proposal.
8. In the event of any inconsistency between this Request for Proposal, and the ensuing Standing Offer Agreement, the Standing Offer Agreement shall govern.
9. The Contractor shall maintain Workers Compensation Insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super- assessment by a Workers Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or Subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and will not be reimbursed by the GN.
10. The GN may in its discretion, increase or decrease the requirements of any contract and accordingly amend, change or extend the term of any contract by means of written notice. No period of extension shall exceed sixty (60) days unless mutually agreed.
11. The Contractor agrees and acknowledges that sections 66 and 67 of the *Financial Administration Act*, R.S.N.W.T., 1988 c.F-4, as amended, prohibits the making of guarantees and indemnities on behalf of the GN and that any guaranty or indemnity made in contravention of this Act is not binding on the GN, and cannot be enforced by the Contractor.

12. All goods or services provided shall be in accordance with GN policies, directives, methods, and procedures, and under the direction of such official(s) as may from time to time be designated by the GN.
13. The GN reserves the right to award this RFP to more than one vendor. This is not an exclusive SOA.

Time and Duration (“Term”) of SOA

SOA Term: The term of the SOA(s) shall be for two (2) years with an option to renew for two (2) additional one (1) year extensions.

Nothing in the SOA(s) shall prevent the GN from seeking tenders or proposals for all or part of the same or similar services prior to the expiration or termination of the SOA(s).

Any individual Assignment contracts entered into between the GN and the SOA Contractor will continue in existence regardless of the end date for the SOA under which the contract was made, until the assignment is complete. Assignment contracts may also be extended beyond their established completion dates subject to the renewal clauses stated therein, upon mutual agreement of the GN and the SOA Contractor, regardless of the end date for the SOA under which the assignment contract was made.

Termination

The GN may terminate this SOA at any time without penalty upon giving written notice to this effect to the SOA Contractor if, in the opinion of the GN:

- the SOA Contractor is unable to deliver the service as required;
- the performance of work is persistently faulty;
- the SOA Contractor becomes insolvent or commits an act of bankruptcy;
- actual or potential labour dispute(s) delay or threaten to delay timely performance; or
- the SOA Contractor defaults or fails to observe the terms and conditions of the SOA in any material respect.

The SOA shall terminate as of the day for termination set out in the written notice and the SOA Contractor shall forthwith invoice the GN for all services provided up to the date of termination.

The GN may award several contracts for service as and when needed. The GN reserves the right to request competitive quotations from the marketplace at any time. The GN may also request competitive quotations from specific Contractors that have been awarded a SOA. This RFP should not be construed as a commitment that successful proponents will receive equal amounts of work or remuneration. The Government of Nunavut reserves the right to dispense with the services of a successful proponent at any time, with or without cause.

Terms of Reference

The Government of Nunavut is requesting proposals from qualified proponents to provide timely delivery of professional recruitment services for various GN positions as and when required. These positions are typically Senior Management or positions for which recruitment is difficult.

Purpose of Recruitment Services

The purpose of the recruitment services is to serve as a recruitment tool for the Government of Nunavut to fill various positions. The recruitment services will coordinate a targeted search to fill specific positions identified by the GN.

Background

Most public service positions are staffed through an open competition process. However, some positions of Senior Management or otherwise requiring specific skill sets are often difficult to attract to Northern Canada and or remote communities. The successful recruitment firm(s) will work with the GN department of Human Resources (or as otherwise delegated) to locate candidates for consideration. At all times the GN will have the final decision of weather or not to offer an employment contract.

Recruitment Requirements

Upon the awarding of an SOA contract, the successful proponent will communicate with the GN, who will lead the selection committee. Through this initial communication, a detailed timeline will be established for each recruitment process. The contractor will be expected to provide regular updates to the selection committee on the status of each ongoing recruitment search.

The GN will provide to the contractor the details of the required knowledge, skills, and abilities for successful candidates for each position requirement. The contractor will develop communications materials and strategies to seek out candidates on the basis of those requirements.

The contractor will be the point of contact for potential candidates and will advise candidates of their status at each critical point in the recruitment process. The contractor will handle all the administrative details related to the recruitment service.

The contractor will work with the GN to identify selection criteria and develop interview questions for the target position being recruited. The contractor will work with the selection committee to coordinate the interview process, which may include multiple rounds of interviews.

The contractor will check references provided by the preferred candidates and provide the results of those checks before a hiring decision is made. The results will be presented to the GN specific selection committee.

The contractor will identify the most suitable candidates, present their resumes and make recommendations to the selection committee.

Recruitment Services Roll-out

The contractor must have or will make themselves knowledgeable with respect to Nunavut and the lifestyle to be able to provide information about Nunavut to potential candidates.

The contractor will complete the following phases:

1. Establishing Qualifications Phase

- a. Identify the required knowledge, skills, and abilities of an individual to successfully perform in the target position.
 - b. Actively seek out individuals with qualifications that meet or exceed the identified requirements.
2. Interview Phase
- a. Develop appropriate interview questions for the interview phase.
 - b. Conduct interviews with promising candidates to obtain a better understanding of their background and suitability for the target position.
 - c. Coordinate interviews for the selection committee so that a full understanding of the suitability of the front-running candidates.
3. Identification of Successful Candidate
- a. Complete reference-checks.
 - b. In cooperation with the selection committee, make a recommendation to the Senior Personnel Secretariat

Recruitment Schedule

The recruitment process will commence once the GN has made the specific request to the successful firm. For each specific recruitment, this shall be referred to as the project start date. The Contractor will outline a detailed project plan for each recruitment.

Recruitment Categories

The following is a general list of some of the various categories that may be required for potential recruitment:

- **Deputy Ministers of various Portfolios**
- **Directors**
- **Professionals (Doctors, Lawyers, Nurses, Dentists, Finance Professionals, Engineers, Procurement Professionals, Architects etc.)**
- **Senior subject matter specialists**
- **Other as required**

Proponents should outline in their proposals if there is a specific recruitment field in which they specialize. Proponents should indicate if they have specific experience working with Inuit and or First Nations organizations and Governments.

Proposal Evaluation

Selection Methods

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 responsible and will not be evaluated.

Rating

The evaluation team will utilize specific criteria to rate each proposal. Ratings will be confidential and no details will be released to any of the other proponents.

Each proposal will be evaluated using the following criteria:

- 35 % - Corporate Profile
- 10 % - Proposed Resources
- 25 % - Methodology
- 15 % - Fees and Expenses;
- 15 % - Inuit Preference (10% for Employment and 5% for use of Inuit owned firms)

Proponent Response Guidelines

The following information should be provided in each proposal and will be utilized in evaluating each proposal submitted.

Corporate Profile

a) Proponent's Company Profile:

This section should state basic facts about the proponent; including, but not limited to, the year in which it commenced business, its main business activities, the numbers of management and non-management staff it employs, its nationality, and all locations in which it has offices. Include the identities of any companies owning interests in it, the extents of any such interests, the nationalities and locations of any such parent companies and their main business activities should also be identified, as well as the identities of any companies in which the proponent owns interests, the extents of any such interests, the nationalities and locations of any such subsidiary companies, their main business activities, and any other specific facts the proponent considers relevant may be included. Schedule 1 should be completed and submitted with your proposal.

b) Relevant Corporate Experience:

This section provides the proponent with an opportunity to demonstrate its maturity in the field of professional recruitment services and/or the breadth of its experience. It should be used to highlight the proponent's principal qualities, its achievements, its experience of filling needs similar to those outlined in this RFP and any experience the proponent may have of providing services in the far north of Canada. An attempt should be made to identify problems encountered under similar contracts and the remediation undertaken to resolve situations.

c) Corporate Declaration of Competence:

In this section the proponent should provide GN with soundly based arguments as to why GN should place confidence in the proponent's competence to provide the services required. The rationale provided should be based on demonstrable facts, and not on unsupported claims of adequacy.

d) Corporate Business References:

In this section up to a maximum of 3 business references should be supplied. These references should be from companies with whom the proponent has done business (preferably working for government entities) in the past or is currently doing business, and the nature and extent of that business should in each case be described. Contact information is required as all references will be contacted prior to GN entering into a Standing Offer Agreement with the proponent

e) Proponent's Insurance Coverage:

The proponent should state unequivocally in this section its willingness to comply fully with the insurance requirements contained in Section 9, parts A,B,E,F of the Pro Forma Agreement within this RFP and also provide the identities of the insurance companies from which applicable and appropriate insurance coverage is provided or will be purchased.

Proposed Resources

a) Identification of Resources:

Each of the resources proposed to meet the requirements of this RFP should be identified. Lines of communication within the proponent's organization should be clearly established. A Project Leader should also be identified with duties and responsibilities clearly set out in the proposal so the GN can have a primary contact person for coordinating assignments. The residency locations of any proposed resources currently living in Nunavut should also be noted.

b) Qualifications of Proposed Resources:

To demonstrate the qualifications of each resource, proponents should provide a list of relevant projects recently completed by each resource and identify who the work was done for. For each project, provide a brief description of what was done and the results achieved.

The proposal contents should demonstrate the ability of these resources to excel in professional recruitment services, however, personal resumes for these individuals should be provided in order to support the claims made in the proposal.

The proposal contents should also demonstrate the following:

- that the proposed resources meet the qualifications detailed in the position descriptions;
- the trustworthiness, and professional integrity of those resources;

Methodology

Proposals should outline the steps in the methodology to be implemented to successfully assist the GN with professional recruitment services. The methodology should include a detailed list of timelines, key milestones, interview techniques, advertising tools, proposed means of communication and reporting to the GN. Proponents should demonstrate a good understanding of how the work is to be done including

time allocated for difference tasks.

Fees and Expenses

Any charges to be incurred by the GN must be included in this proposal.

- a) The proposal must contain the following cost information:
 - Per recruitment position
 - The proponent's hourly rate, daily rate, normal working hours
 - Any other projected cost or expense that the proponent seeks to have paid or reimbursed
 - Travel related expense such as transportation and accommodation will be reimbursed at cost. Receipt must be provided to receive reimbursement.
 - Meals will be reimbursed as per GN meal per diem rate.
- b) Prices bid must be stated in actual dollars and cents expressed in Canadian funds.
- c) The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include GST in your proposed pricing.

Nunavummi Nangminiqagtunik 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, NNI Policy applies to this Request for Proposal. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work (refer to page 12 of 23). Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

RFP NNI Adjusted Price Calculation Information

The following information **MUST** be completed by proponents to receive any NNI bid adjustments. If the information is not completed, bid adjustments will **NOT** be granted. Values provided must be substantiated by the information contained within the RFP response.

It will be necessary to outline the names of staff along with their location of residence and or the names of subcontractors.

Proponent Name: _____

Total Unadjusted Price of Contract

A.

\$ _____

I. Labour:

Value of Labour / Work to be completed by the Contractor or Sub-Contractors:

Supplier Name & Residence of worker	Value	Nunavut Businesses 7%	Inuit Businesses 7%	Local Businesses 7%	Other 0%	Total %
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

• **Total B.** \$ _____

II. Supplies / Materials Contractor or Sub-Contractor:

Value of Supplies / Materials to be provided by NNI Named Companies:

Supplier Name	Value	Nunavut Businesses 7%	Inuit Businesses 7%	Local Businesses 7%	Other 0%	Total %
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
	\$ _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

• **Total C.** \$ _____

VI. Total contract price (Total of B & C)

D. \$ _____

Note: The values in both A and D above should be the same.

Instructions

RFP NNI Adjusted Price Calculation Information

I. Labour:

This section is for both the main Contractor and any Sub-Contractors. The work being done by the employees who don't live in Nunavut doesn't qualify for a bid adjustment. Any portion of payroll dollars for the work that will be done by Nunavut Residents does qualify (NNI 7%). If the Nunavut Residents are also Inuit, they qualify for the additional Inuit adjustment (7%). If the Inuit employees are not Nunavut Residents, do not give the Nunavut bid adjustment. If the Nunavut Residents are also local to the benefiting community, they qualify for the additional Local adjustment (7%). If the Inuit employees are Local Nunavut residents, they get the full 21%.

II. Supplies / Materials:

This section is for both the main Contractor and any Sub-Contractors. If the materials and supplies for the completion of the contract are being provided by a Nunavut Business that is local to the project community and included on the Nunavut NNI Listing, they would receive a bid adjustment of 7% for each (7% for Nunavut Firm listing and 7% for being local to the benefiting community). The NNI List must be checked to confirm that this supplier is listed and approved to supply *the specific type of materials* required for this contract and a 7% Bid Adjustment is given. Companies must be listed NNI to get a local adjustment.

III. Subcontract:

Some of the work may have to be done by another contractor. This is referred to as a 'sub-contract'. If this contractor is not on the NNI or NTI List, they do not qualify for a bid adjustment of any kind. If the sub contractor is listed on the NNI or NTI listings, they would receive the bid adjustments as outlined in II above.

V. Total Adjustment:

This is a total of all of the adjustments under each category.

VI. Total Adjusted Price:

This is the price to be used in the analysis. Treat this price as if it was the price submitted by the Vendor / proponent.

SCHEDULE 1

PROPOSAL SUBMISSION FORM

TITLE OF PROPOSAL

REQUEST FOR PROPOSAL RFP # 2010-75

CLOSING – _____

COMPANY NAME : _____

ADDRESS : _____

: _____

: _____

Please indicate if the entity submitting this application is an Incorporated Company. If so, which province is the registration in? Is the company registered in any other province as extra-provincially? If so, which province(s)?

: _____

TERMS OF PAYMENT : _____

FOB : _____

AUTHORIZED SIGNATURE(S) : _____

NAME(S) IN CAPITAL LETTERS : _____

TITLE(S) : _____

PHONE NUMBER : _____

FAX NUMBER : _____

E-MAIL ADDRESS : _____

DATE : _____

PROPOSAL RATING SCHEDULE

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Corporate Profile		35%	
2	Proposed Resources		10%	
3	Methodology		25%	
4	Fees & Expenses		15%	
5	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 1 - 3 points Fair 4 - 6 points Good 7 - 8 points Excellent 9 - 10 points</p>
--	---

Declaration of Conformity

Material Conformity: The Proponent hereby acknowledges and agrees that the proposal must be fully compliant with all mandatory requirements in order for the proposal to be considered.

Substantial Conformity (Proponent Options & Substitutions): When an exception or alternative is proposed regarding a specified product or requirement, it will be evaluated to ensure that the performance capability meets the minimum requirements. The Proponent acknowledges and agrees that listing an exception or alternative does not necessarily constitute compliance with the specification, and that acceptance is subject to the GN's satisfaction that the exception or alternative does not constitute a material non-compliance with a mandatory requirement. Proponents are strongly encouraged to seek pre-approval from the GN prior to the stated Closing Date and Time.

GN REQUIREMENTS/SPECIFICATIONS THAT WILL NOT BE MET BY SUBMISSION		
The Proponent hereby identifies the following exceptions or alternatives to the RFP required services and or Pro-Forma Contract		
Item Reference #	Exception/Alternative	Performance Capability

If more space is required, photocopy and attach additional pages. Bidder should indicate the RFP Reference page number.

This declaration forms an integral part of the Proposal and shall be signed by the Proponent and included with the proposal submission.

Signed by the Proponents Authorized Representative

Name & Title

Date

Pro-Forma Contract

The following *Pro-Forma* contractual agreement outlines key contractual requirements of the GN that are considered important to the GN and will be substantially incorporated into any resultant contract.

(Note: This is a consultant services contract that has been approved by Dept of Justice; clauses 1,2 and 3, and the insurance conditions are to be modified when entering into a contract. Depending upon the services, a different standard contract form may be more appropriate such as a Service Contract.)

AGREEMENT

BETWEEN: THE GOVERNMENT OF NUNAVUT, as represented by the Department of (name of department) (hereinafter referred to as the "GN")

OF THE FIRST PART

AND: (Insert the name of the contractor) of the (City/Town/Hamlet), (Territory/Province), (hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the GN has requested the Contractor to provide certain services;

AND WHEREAS the Contractor has agreed to provide such services to the GN;

AND WHEREAS the GN and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE the Commissioner and the Contractor agree as follows:

DEFINITIONS:

"Contracting Authority" means the Minister of (insert Department Name), Government of Nunavut or his/her authorized delegate;

1. SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the GN those services set out in the Request for Proposal, "TITLE OF THE RFP", reference _____ and attached as Appendix "A" hereto and the Contractor's Proposal, dated (DATE OF PROPOSAL) and attached as Appendix "B" hereto (the "Services") to the full satisfaction of the GN.
- 1.2 The GN agrees to pay for the services, a total amount not greater than (INSERT AMOUNT OF CONTRACT) Dollars (\$_____) based on the formula set out in Appendix B hereto.

1.3 The Contractor and the GN have mutually agreed upon the following terms, and nothing in Appendix "A" or Appendix "B" will supersede the terms listed in this part:

1.3.1 *(insert in this section any negotiated items or terms that differ from the proposal and/or RFP)*

2. TERM

2.1. This Contract shall commence on the ___th day of _____, 20__ and terminates on the ___ day of _____, 20__, unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

i) If, to the GN:

(TITLE) _____
Department of _____
Government of Nunavut
Street and mailing address _____
Facsimile number _____

Reference:

ii) If to the Consultant, at:

(CONSULTANT NAME, STREET AND MAILING ADDRESS AND CONTACT PERSON AND FACSIMILE NUMBER)

3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. ENTIRE AGREEMENT

4.1 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 contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

5. GENERAL TERMS

- 5.1 Any information obtained from, or concerning any department of the GN, or clients of any department of the GN, by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor 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 of or under the control of the contractor. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence.
- 5.3 The Contractor is an independent Contractor with the GN and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the GN Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract 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.
- 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 5.7 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 Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GN and the Contractor hereby absolutely assigns to the GN the copyright in the property for the whole of the term of the copyright.
- 5.8 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.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other Minister, officer, employee or agent of the GN.
- 5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Consultant shall indemnify and hold harmless, the GN, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.
- 6.2 The Consultant shall be liable to the GN for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 6.3 In the event that the Consultant is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor 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 the Contractor.
- 6.4 **ASSIGNMENT:** The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the GN. In the case of a proposed assignment of monies owing to the Contractor under this contract, 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 Contract.
- 6.5 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 contract or any extension set out herein, the Contractor, upon the request of the GN shall produce such accounts and records.
- 6.6 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 contract.
- 6.7 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 Board or Agency to which services are being rendered shall be advised of the conflict immediately.
- 6.8 **Confidential Data:** Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, the GN, or any other parties which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of the Government of Nunavut. This clause shall survive the termination of the Contract.
- 6.9 **Conflict of Interest:** 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 the Consultant's objectivity in the performance of its duties under this contract. 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 Contract for default under Section 7.1, or continue under

the Agreement Contract subject to the Consultant's satisfactory compliance with the conflict management plan.

7. TERMINATION

- 7.1 The GN may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the GN for work performed to the date of termination.

8. FINANCIAL

- 8.1 It is a condition of this contract that payment hereunder is subject to Section 46 of the *Financial Administration Act (Nunavut)* as amended or reenacted in successor during the term of this Contract. 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."

- 8.2 The GN, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such hold back shall continue until the breach has been rectified to the satisfaction of the GN.
- 8.3 The GN may set off any payment due the Contractor against any monies owed by the Contractor to the GN.
- 8.4 The Government of Nunavut will pay the Goods and Services Tax (GST.)
- 8.5 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Nunavut Contractors (as defined by the GN NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.
- 8.6 The GN may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Subcontractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Subcontractor.

9. INSURANCE

9.1 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or Subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the GN.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employee engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used in operations for the performance of this contract with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

- X Products & Completed Operations Liability *
- X Contractor's Protective Liability
- X Blanket Contractual Liability
- X Broad Form Property Damage
- X Personal Injury Liability
- X Cross Liability
- X Medical Payments
- X Non-owned Automobile Liability *
- X Contingent Employers Liability *

X Employees as Additional Insureds *
APPLICABLE

*WHERE

- f) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.
 - g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the GN while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the contract.
- 9.2 All policies shall provide that thirty days written notice be given to the GN prior to any material changes or cancellations of any such policies.
- 9.3 The policies shall name the GN and all Subcontractors as additional insureds only with respect to the terms of this contract (except on Workers' Compensation Insurance and Professional Liability) and shall extend to cover the employees of the insureds hereunder.
- 9.4 The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.
- 9.5 The Contractor shall deposit with the GN prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the GN and with insurance companies satisfactory to the GN.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE GOVERNMENT OF NUNAVUT

FOR
THE CONTRACTOR:

Name/Title

Name/Title

Date

Date

Witness

Witness