



GOVERNMENT OF NUNAVUT

REQUEST FOR PROPOSALS

RFP # 2011-82 re-issued

**Standing Offer Agreement for Food Catering Services in Iqaluit**

ISSUE DATE: June 10, 2011

CLOSING DATE: June 24, 2011



## Request for Proposals (RFPs)

The Legislative Assembly requires catering services for meetings and functions. Services will include catering for meetings of the Legislative Assembly Committees, Session, banquets, special functions and receptions, as is further outlined in this Request for proposals:

## Table of Contents

Instructions to Proponents  
Standing Offer Agreement Terms  
Terms of Reference  
Proposal Evaluation and Response Guidelines  
Proforma Agreement

## Instructions to Proponents

1. Proposals must be received before June 24, 2011 at 14:00 Eastern Time in Iqaluit, Nunavut at:

**Deliver to:**

Government of Nunavut  
Department of Community and Government Services  
W.G. Brown Building, 3rd floor, Iqaluit, Nunavut  
Attention: Todd Tilley, Procurement Officer, Logistics & Contract  
Support, Procurement & Logistics Department

Or

Originals must be delivered to:  
Community and Government Services  
Government of Nunavut  
P. O. Box 1000, Station 700  
Iqaluit, NU  
X0A 0H0  
Attention: Todd Tilley, Procurement Officer, Logistics & Contract  
Support, Procurement & Logistics Department

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

- The original and three (3) copies are to be submitted; quoting “RFP 2011-82 Standing Offer Agreement for Food Services in Iqaluit”, the closing date; and the proponent’s name clearly 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, the closing date, and the proponent’s name, on the outside of the envelope.
    - Is delivered to any address other than that provided above.
  3. Facsimile transmitted proposals will be accepted under the following conditions:
    - the proposal is received and printed in its entirety 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 three (3) 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 RFP 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 Nangminiqatunik 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 NNI Policy Secretariat at tel. (867) 975-7837, fax. (867) 975-7870. A registry of approved Nunavut Businesses can be accessed at the website [www.kirk.ca/nubip](http://www.kirk.ca/nubip). A listing of approved Inuit owned firms can be obtained from Nunavut Tunngavik Inc. (NTI) at tel. (867) 975-4900 or at their website [www.tunngavik.com](http://www.tunngavik.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.

## **STANDING OFFER AGREEMENT (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.
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. Left blank intentionally.
10. 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.
11. 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.
12. 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.
13. 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.
14. The GN reserves the right to award this Tender to more than one vendor. This is not an exclusive contract.

## **Time and Duration (“Term”) of SOA**

SOA Term: The term of the SOA(s) shall be for two (2) years with a renewal option of up to two (2) one (1) year and annual review as to performance and fees

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.

This SOA is made available to the Legislative Assembly of Nunavut, all GN Departments, crown corporations and NAC.

**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**

### **Purpose**

The Legislative Assembly requires catering services for meetings and functions. Services will include catering for meetings of the Legislative Assembly Committees, Session, banquets, special functions and receptions.

### **Terms of Reference**

The Contractor will be responsible for the following:

1. The Legislative Assembly Committees require catering services to supply continental style breakfasts, and lunches, and on occasion cooked evening meals. There will be requests for fruit, vegetable, cheese, meat trays and country foods, and pricing on this should be on a per person basis. The Committees require morning and afternoon coffee and snack services on a regular basis when the Committees are meeting. Again, pricing is required on a per person basis. Committees meet on average 50 days in a calendar year. The number of people at such meetings are normally either 15 or 25, however could range upwards to 50 people on special occasions.
2. The Assembly sits in Session on average 40 days in a calendar year. Afternoon snack and coffee service is required for those days. On Fridays, session begins in the morning and a hot lunch may be required at noon time. Occasionally a hot meal may be required for meetings that will be held after 6:00PM. Again, the Contractor will submit a variety of menu plans and associated pricing on a per plate basis for all the above mentioned services. (During Session, the Contractor will need to prepare for afternoon snack and coffee service for 50 people.)
3. The Contractor will submit a variety of menu plans and associated pricing on a per plate basis for all the above mentioned services as follows:
  - Continental style breakfast in the mornings
  - Various snack trays for afternoon meetings
  - Occasional lunch meals
  - Occasional evening meals
  - Hot lunch meal upon demand
4. The contractor is to submit pricing for supplying the requested services which will include labour for the setting up of the service and clearing away at the end of the service.
5. The Contractor will submit menus and per plate costs for full banquet services. This will be based upon a cost per plate based upon the numbers requested.
6. It must be noted that in all menu planning, both for committee, sessions and banquets, the proposal evaluation team will be looking for a wide variety of country and Northern food content.
7. The Contractor must provide off site facilities for the preparation of all requirements of this proposal.
8. The Contractor will be responsible for supplying all small wares such as dishes, utensils, crockery and beverage urns in the 30 and 60 cup ranges. It should be noted that the Assembly facilities are restricted in size and therefore the contractor must have access to off premises facilities for precooking larger meals and then transporting them to the Assembly prior to serving.
9. The Contractor will take note that after price ranges have been established and a contract entered into, there will be no price changes without prior approval of the Speaker.
10. The Contractor will maintain the eating areas including floors, tables and chairs in accordance with standards laid out by the Health Regulations of Nunavut for establishments where food is cooked, stored and served to the public.

## **Proposal Evaluation**

### **Selection Methods**

Proponents should be aware that certain mandatory requirements may be 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 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:

- 40 % - Creativity and Variety of Menus
- 25 % - Costs on a meeting, event and / function basis
- 20 % - Business Plan, company history and description of previous catering experience
- 15 % - Inuit Preference

### **Proposal Response Guidelines (Content and Format of Proposals)**

The following information should be provided in the proposal and will be utilized in evaluating each proposal submitted. Proposals submitted as a result of this RFP must respond to all of the sections listed below.

#### **Creativity and Variety of Menus**

The evaluators will be looking for catering options that conform to a healthy eating lifestyle in menus that includes Northern content.

Proposed methods of presentation could include use of menu boards, table layouts, tablecloths, type and quality of crockery, cutlery and glassware etc.

Creativity in menu selection must be considered in planning for different types of events.

Proposers are to submit sample menus for the following types of meetings and events:

- Continental style breakfast in the mornings for meetings of 15-25 people
- Various snack trays for afternoon meetings of 15-25 people
- Occasional lunch meals for 15-50 people
- Occasional evening meals for 15-50 people
- Hot lunch meal on request for 15-50 people
- Public events for up to 300 people (for example the Christmas Lights ceremony – Hot Chocolate and Hot Dogs)



## **Costs on a meeting, event and / function basis**

It is recognized that the Contractor is entitled to a fair profit. It is also recognized that the contractor must provide sound menu items at reasonable cost. The evaluators will be looking for a well costed plan that meets the standards being sought while remaining competitive with the current Iqaluit market place.

Proposers are to submit pricing on the sample menus for the following types of meetings and events:

- Continental style breakfast in the mornings for meetings of 15-25 people
- Various snack trays for afternoon meetings of 15-25 people
- Occasional lunch meals for 15-25 people
- Occasional evening meals for 15-50 people
- Hot lunch meal for Fridays for 15-50 people
- Public events for up to 300 people (for example the Christmas Lights ceremony – Hot Chocolate and Hot Dogs)

Costs must be expressed in Canadian funds.

The Government of Nunavut will pay the Goods and Services Tax (GST), however, do not include GST in proposed cost information.

## **Business Plan, company history and description of previous catering experience**

The evaluators will be looking for past successful business experiences in the food service industry.

Specifically:

1. What experience has the proposer in the food services industry in Iqaluit? How long has the proposer been in business?
2. What qualifications, certification or awards has the proposer received within the food service industry?
3. How will the proposer acquire and maintain food inventories, cooking equipment, banquet tables etc.
4. Will the contractor have access to inventory and to suppliers who can provide that inventory on short notice?
5. Does the contractor have access to funding to establish inventories to meet the demands of the Assembly?
6. Can the contractor supply a menu of various meals and choices for occasional lunch meetings?
7. Has the proposer a well thought out Business Plan that addresses the requirements of this proposal as per the Terms of Reference.

### **Hours of Operation**

The normal hours of operation for the Legislative Assembly are from 8:00 a.m. to 6:30 p.m. when the Assembly is in session and from 8:00 a.m. to 5:00 p.m. when the Assembly is not in session.

The Speaker may change the hours of operation either on an event or occasional basis or as required to accommodate the functioning of the Assembly. Hours of operation may extend into the evening or on the weekends depending upon the session or event.

### **3. Inuit Content**

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA), the GN will provide consideration for the use of any goods and services provided by Inuit Firms, and for the Proponent's Inuit Firm status if applicable. Consideration will also be given for any proposed Inuit labour or employment.

Accordingly, proponents should fully describe the proposed Inuit Content. This Inuit Content is the percentage of work (the dollar value) to be completed by any Inuit Firm listed on the Inuit Firms Listing available from Nunavut Tunngavik Inc. (NTI) and for the percentage or amount of payroll dollars attributed to Inuit employment.

### **Nunavummi Nangminiqqtunik (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. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

The cost criteria will be adjusted in accordance with the NNI policy for the amount of work to be done by Inuit, Nunavut, and/or Local businesses and for the amount of work to be done by Inuit and/or Nunavut and Local residents.

**PROPOSAL RATING SCHEDULE**

Item	Rating Criteria	Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Creativity and Variety of Menus		40	
2	Costs on a meeting, event and / function basis		25	
3	Business Plan, company history and description of previous catering experience		20	
4	Inuit Content	Inuit Labour	10	
		Inuit Firms	5	
<b>TOTAL</b>				

**Comments:**

---



---

**Committee Member:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<p><b>LEGEND:</b>                  (A) – Evaluation Points Awarded                  (B) – Weighting Factor                  (C) – Sub-Total Weighted Score (A times B)</p>	<p><b>RATING POINTS:</b>                  Poor 1 - 3 points                  Fair 4 - 6 points                  Good 7 - 8 points                  Excellent 9 - 10 points</p>
--	--

### 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"/>	

• **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.

## 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.

## AGREEMENT

BETWEEN: THE GOVERNMENT OF NUNAVUT, as represented by the Department of Finance (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 Finance, 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, "ATIPP Training", reference 2009-10 and attached as Appendix "A" hereto and the Contractor's Proposal, dated February 6, 2009 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 27<sup>th</sup> day of February, 2009 and terminates on the 31<sup>st</sup> day of March, 2011, 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:

Matthew Amarualik, Buyer Intern  
Department of Community & Government Services  
Government of Nunavut  
P.O Box 1000, Station 700  
Facsimile number 867-975-5450

Reference: 2009-10

- 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 \*

\* *WHERE APPLICABLE*

- 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

CONTRACTOR: FOR THE

\_\_\_\_\_

Name/Title

\_\_\_\_\_

Name/Title

\_\_\_\_\_

Date

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

\_\_\_\_\_

Witness