



Government of Nunavut

Request for Proposals

RFP 2014-79

Standing Offer Agreement for Professional Recruitment Services

Subject Community: Nunavut

ISSUE DATE – November 14, 2014

CLOSE DATE – December 5, 2014



Request for Proposals (RFP)

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.

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

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Instructions to Proponents

1. Proposals must be received in hard copy or by fax on or before December 5, 2014 at **16:00hrs (4:00 PM)** Local Iqaluit Time at:

**Government of Nunavut,
Department of Procurement & Logistics
Attention: Rick Roberts, Procurement Officer,
Procurement, Logistics & Contract Support Services
Tel: (867) 975-6433**

Hand 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 1600,
Iqaluit, NU, X0A 0H0**

- a) Proposals received after the exact time and date noted above will be considered late and will be rejected.
 - b) The original and four (4) copies are to be submitted, quoting “RFP 2014-79, SOA, Professional Recruiting Services“, closing date and proponent’s name on the outside of the envelope.
 - c) After the closing time, documents may be subject to the Access to Information and GN reporting provisions contained herein.
2. The GN will not accept or be responsible for any proposal that:
- a) does not indicate the RFP title, reference number, closing date, proponents name and address on the proposal envelope or packaging; or
 - b) is delivered to any building address or fax number other than that provided above.
3. **NUNAVUT TENDERS BID BOX:** The GN is offering vendors the option of submitting bids electronically for some, but not all, tenders and requests for proposals, using the Nunavut Tenders website (<http://www.nunavuttenders.ca>). If this RFP is eligible for the Nunavut Tenders Bid Box, a “Submit” button will appear on the webpage. By using the Bid Box, proponents are agreeing to the Terms of Use, which are linked to the Nunavut Tenders webpage.
4. If proposals are sent by fax:
- a) The proposal must be **received in its entirety before the closing date and time** at the fax machine number stated. For greater certainty, “received in its entirety” means that the fax transmission is complete and all pages of the proposal are fully printed by the receiving fax machine. To ensure the proposal is received in its entirety before the closing time, it is recommended that the proponent **commence the fax transmission well in advance of the closing time**, and confirm receipt by a telephone enquiry. The fax machine is used for other government business and may be busy prior to closing.
 - b) The GN does not guarantee that fax transmissions will be received and any proponent who submits a proposal by fax machine does so **at its own risk. The GN accepts no liability** for any claim or damages resulting from a fax transmission which is interrupted, not received in its entirety, received after the stated closing time and date, received by any other fax machine other than the one stated herein, or for any other reasons.
 - c) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their proposal, the proponent waives any legal claim of confidentiality against the GN.
- Failure to comply with or agree to any of the foregoing provisions will result in disqualification of the proposal.
5. As soon as practical after sending a proposal by fax, the proponent should provide confirmation that the proposal and required copies have been sent by the most expedient means to:
- Government of Nunavut
Department of Community & Government Services
Procurement, Logistics and Contract Services, Attn Rick Roberts
3rd. Floor, W. G. Brown Building
Iqaluit, NU, X0A OHO**
- a) In the event of any inconsistency, discrepancy or conflict between the proposal received by fax transmission and the proposal received after the closing date and time, the faxed proposal shall govern.
6. Due to limited bandwidth, file size restrictions and connectivity interruptions, submitting a proposal by e-mail is unreliable. **Proposals submitted by e-mail will not be accepted.** Notwithstanding the foregoing, the GN reserves the right to request an unaltered electronic version of the proposal after the closing date and time.

7. One of the priorities of the GN is to ensure Inuit, Nunavut and Local businesses supply materials, equipment, and services on any GN contract, and that Inuit, Nunavut and Local labour is used to the fullest extent practical; therefore, the Nunavummi Nangminiqatunik Ikajuuti (NNI Policy) applies to this Request for Proposals.
- a) To maximize incentives available under the NNI Policy, proponents **must** identify cost components for Inuit, Nunavut and Local Content.
 - b) Failure to complete and submit the NNI Incentives form with the proposal **will** result in a denial of any adjustments the proponent may otherwise be entitled to under the NNI Policy. Failure to provide complete business names **will also** result in a denial of adjustments.
 - c) Proponents can obtain information about the NNI Policy from the GN's NNI Secretariat at 1 – 888 – 975 – 5999. A copy of the NNI Policy may be downloaded from the website <http://nni.gov.nu.ca/policy>. A registry of approved Nunavut Businesses is available on the internet at the website <http://www.nni.gov.nu.ca/search>. Proponents may also obtain information about Inuit Firms from Nunavut Tunngavik Inc. (NTI) at 1 – 867 – 975 – 4900 or from their website <http://inuitfirm.tunngavik.com/search-the-registry/>.
 - d) The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Policy Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, proponents may rely on the websites on the date of writing the proposal, and the evaluation committee may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Policy in evaluating proposals. Accordingly, for the purposes of ensuring the correct bid adjustments are applied, proponents should indicate the NNI and, or, NTI Registration Numbers on the NNI Incentives Application Form.**
 - e) Unsuccessful proponents may challenge the NNI evaluation of their proposal pursuant to s.18.11 of the NNI Policy within five (5) days of receiving notice of contract award.
8. For one year from the date their employment ceases, former GN senior officers may not own, operate, control or be employed by any business enterprise in which they may be in a position to unduly exploit knowledge they gained while employed by the GN. If, however, within one year after employment ceases, a senior officer is offered a contractual position by a department, the Deputy Minister (DM) of that department may make a request of the Senior Personnel Secretariat (SPS) to waive the last 6 months of the required waiting period. If six (6) months have passed since the end of a senior officer's employment, the SPS may, in its sole discretion, waive the remaining waiting period.
9. The GN reserves the right to deem a proponent "not responsible" on the basis of performance problems in any similar contract which performance problems occurred in the past 12 months. Performance problems include default, failure to perform, unsatisfactory quality of result, or unsatisfactory contract management practice. A proposal submitted by a proponent who is "not responsible" will be rejected.
10. All questions, enquiries or any other communications concerning this RFP should be in writing and submitted to:
- Rick Roberts, Procurement Officer
- rroberts@gov.nu.ca
- Fax: 867-975-5450
- a) Verbal communications are discouraged, cannot be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the contact person identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFP or any ensuing contract. The GN will accept no

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

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

1. This type of unilateral contract is commonly referred to as a Standing Offer Agreement (SOA). The Proponent 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. The purpose of this RFP is to enter into one or more Standing Offer Agreements (SOAs) to provide the services described herein. The GN is not bound to accept only the Proposal that provides for the lowest price or the highest score. The SOAs will set out the terms under which specific Service Requests may be issued to a successful Proponent. The existence of a SOA will not bind the GN to issue a specific Service Request, or bind the Contractor to accept a specific Service Request. By entering into an SOA the GN does not promise any work to any Proponent.
3. This SOA establishes a list of pre-approved contractors. The contractors will be pre approved to provide services in the respective categories and related topics as outlined within the RFP.
4. Service Contracts will be in the form of the Consulting Service Contract attached to this RFP document. In the event of any inconsistency between this SOA and any ensuing Service Contract, the Service Contract shall govern. . The terms of the Standing Offer Agreement and those contained in the GN standard forms shall take precedence over the Proponents standard terms.
5. 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.
6. 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.
7. 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).
8. 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.
9. In the event of any inconsistency between this Request for Proposal, and the ensuing Standing Offer Agreement, the Standing Offer Agreement shall govern.
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 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.
14. Unless notified otherwise, proponents shall be required to keep the terms of their proposals valid and open for acceptance for individual jobs for the duration of the full term of the SOA. These proponents may be referred to as SOA Vendor(s).
15. The GN reserves the right to notify any SOA Vendor, at any time during the term of the SOA, that their services will no longer be required, should the GN deem their services unsatisfactory.
16. The GN reserves the right to request competitive quotes from amongst any of the SOA Vendors at any time.
17. GN is not bound to purchase any services whatsoever and does not guarantee a minimum volume of individual contract awards as a result of this RFP and no SOA Vendor shall acquire any legal or equitable rights or privileges for any individual contract work or services whatsoever until a specific Service Request for the work is signed. Individual contracts shall arise only when a specific Service Request is agreed under the SOA.
18. Every SOA and service request issued as a result of this RFP will be governed by the laws of Nunavut; therefore, the successful proponent shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting the generality of the foregoing, shall at its sole expense comply with all unemployment insurance, Worker's Compensation, Labour Standards including requirements of the Labour Standards Board, income tax, Nunavut Payroll Tax, Canada Pension Plan, occupational health and safety and environmental protection legislation
19. If a SOA is awarded as a result of this RFP, it will contain the relevant provisions of this RFP and the accepted proposal, the terms and conditions of the Agreement and any other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any clarifications or negotiations prior or subsequent thereto; and this ensuing agreement will be forwarded to the successful proponent for signature prior to the GN's authorized representative signing it.
20. It is a condition of every contract made by or on behalf of the government that expenditures 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.
21. Either party may terminate the SOA upon 30 day written notice.

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

Either party may terminate the SOA upon 30 day written notice.

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.

Call Up Procedures

SERVICE REQUESTS UNDER THIS SOA

Service Requests resulting from this RFP are permitted by the GN and will be entered into subject to the Terms of Acceptance set out above in this RFP. The following steps described below set out the basic process for engaging services under an SOA. This process is further illustrated in the Order Processing Matrix.

1. Companies that are successful will be notified, by written communication that they are on the Standing Offer List.
2. If and when the GN determines that we have a specific work initiative to be continued, Contract Authority Departments will complete a "Consulting Service Contract" as is attached to this RFP document.
3. All of the Terms and Conditions of this RFP process including the pricing submitted by the successful proponent, shall apply.
4. The Contract Authority must ensure that the Contractor has attained the necessary Insurance as is outlined in the requirements of the RFP before any work is initiated.

Task(s) will be called-up by the **Program Authority** as follows:

- a) The Program Authority may consult directly with the SOA Vendor to ascertain and finalize a scope of work (see Needs Analysis below).
- b) The Program Authority will provide the SOA Vendor with a description of the task(s) to be performed or scope of work.
- c) The SOA Vendor will, within the timeframe allocated, estimate a price, delivery schedule, and proof of insurance(s) based on the scope of work. (Refer to Response Time below).
- d) Prior to commencing any work, a firm price shall be established by multiplying the SOA Rates specified in the Basis of Payment Table by the number of hours or days estimated by the SOA Vendor.
- e) The Program Authority will then formally authorize the SOA Vendor to proceed with the work by issuing a formal agreement which shall be in the form of a Consulting Service Contract, see document attached to this RFP.

- f) The scope of work and delivery deadlines specified in the service request shall be binding and must be adhered to (see Delivery Time below).

The Program Authority shall coordinate work requirements and be responsible for all matters concerning assignments specified in service requests made pursuant to SOAs resulting from this RFP.

NEEDS ANALYSIS

Refer to steps 2-10 of the Order Processing Matrix. The SOA Vendor may be required to assist the Program Authority in defining needs and advice on which services will best meet their client's needs in order to develop a clear Scope of Work. The SOA Vendor may also be required to perform specific planning and client liaison steps dictated by the nature of the services required. The provision of this service must guarantee the client an honest assessment of requirements coupled with a clear and logical time schedule and budget for completion. The focus must be on providing quick responses to the client's requirement, keeping the Program Authority informed on the status of the requirement and providing a high quality, cost-effective service, delivered on schedule.

INVOICING

The SOA Vendor will invoice based on clear link to the deliverables associated with the project.

The following information must appear on all invoices sent to the Program Authority:

- Identity of Program Authority (name and phone number);
- Standing Offer Agreement Number, service request number and date order received;
- Brief description of product or service delivered and quantity ordered;
- Date product or service delivered; and
- Total invoice amount.

All travel and accommodations will be reimbursed in accordance with the GN's Duty Travel Policy. Plane tickets, itineraries, lodging and meal invoices must be submitted with travel claims.

ORDER PROCESSING MATRIX

A list of the steps required to process an individual contract are listed below:

Step	Program Authority	SOA Vendor	Task
1		X	Request placed by Program Authority
2	X	X	Review requirements and needs analysis options
3	X	X	Confirmation of services to be provided and scope of work finalized; request quote
4		X	Provide estimate as per scope of work, basis of payment & delivery date
5	X		Contract created and sent to SOA vendor to authorize commencement of work
6		X	Complete services in accordance with contract
7		X	Prepare & submit final report
8		X	Prepare & submit invoicing
9	X		Inspect project & report for completion
10	X	X	Issue payment or correct deficiencies prior to final payment

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 Finance (or as otherwise delegated) to locate candidates for consideration. At all times the GN will have the final decision of whether 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 timely, at a minimum weekly, 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 identify the most suitable candidates, present their resumes and make recommendations to the selection committee.

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, including the completion of a needs assessment with the selection panel.

The contractor will develop the selection criteria and interview questions for the target position being recruited. The criteria and questions must be approved by the selection committee. 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 must have knowledge of, and abide by the GN Priority Hiring Policy, the Nunavut Public Service Act and associated Regulations (including the Staffing Appeal Regulations). The Contractor will identify the most suitable candidates, present their resumes and make recommendations to the selection committee. In addition, the contractor will regret unsuccessful candidates in the process that have appeal rights as per the GN's Staffing Appeal Regulations.

Recruitment Services Roll-out

The contractor must have a good grasp of what it is like to work in Nunavut in order to be able to provide accurate information about the Territory -for 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 and prepare a screening criteria for reviewing applications.
 - 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(s).
 - 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.

Program Manager and Contract Authority

Contracts resulting from this RFP will be managed by the Department of Finance/Human Resources. A name, title and contact information will be provided upon contract award(s).

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
- 25 % - Methodology
- 15 % - Fees and Expenses;
- 10 % - Proposed Resources
- 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.

Inuit Content and the Nunavummi Nangminiaqqtunik Ikajuuti (NNI Policy)

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

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

Approximately one (1) point will be awarded for each 10% of work to be done by Inuit Firms where this information has been substantiated in the proposal. Likewise, proponents will be awarded approximately one (1) point for each 10% of work that will be done by Inuit workers where the names and dollar values are provided. No points will be given for values lower than 10%.

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

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

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

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

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

Prior to rating, proposed pricing may be adjusted in accordance with the NNI Policy for the amount of work to be done by Inuit, Nunavut and Local businesses and residents. Cost components must be clear; therefore, proponents are encouraged to complete and submit the NNI Incentives Application Form attached to this RFP. Instructions are provided to guide proponents on what level of detail to include. Also refer to the Instructions to Proponents, clause 6 for more information. Failure to complete and submit this form with appropriate detail will result in a denial of NNI adjustments.

In its proposal submission, the proponent must illustrate, through the detailing of one past similar or related project performed for the GN, how they maximized Inuit content to comply with the Nunavut Land Claims Agreement and the NNI policy. Include the project title, a one page summary of the project that substantiates Inuit Content, and an accessible reference with the submission. The proponent must use the attached NNI Incentives Application Form to receive any bid adjustments and Inuit Content scores.

If the proponent has not worked for the GN in the past, please use a sample project using approximately 300 hours of consulting effort and demonstrate how you would propose to utilize Inuit content (Inuit labour or Inuit owned companies as well as Nunavut based companies).

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

Proposal Format

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

1. Proposal Cover Letter & Submission Form
2. Corporate Identity & Profile
3. Consultant/Project Team – Qualifications, Knowledge & Skills
4. Related & Past Experience – Similar Projects
5. Project Methodology – Approach & Work Plan to Successful Completion
6. Project Schedule & Critical Milestones
7. Detailed Project Budget/Fees & Expenses
8. Inuit Content & NNI Incentives Application Form

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

Corporate Identity & Profile

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

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

Consultant/Project Team – Qualifications, Knowledge, Skills

Identify key personnel to be involved in the project, and ensure their roles and responsibilities are clearly defined. Identify a team leader and clearly establish lines of communication within the team, and with the GN Project Manager.

Related & Past Experience – Similar Projects

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

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

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

Project Methodology – Approach & Work Plan to Successful Completion

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

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

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

Project Schedule & Critical Milestones

Provide a schedule for the sequence of events described in the methodology. Identify a project start and end date and any time frames allocated for each planned task. Identify key milestone dates for submittals, approvals, travel, meetings, etc., Your timeline will be evaluated in light of the time constraints discussed in the Terms of Reference and the timeframes you have set out for each task.

PROPOSAL RATING SCHEDULE

Item	Rating Criteria		Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Corporate Profile – Company identity and business speciality, previous similar work experience, references etc.			35%	
2	Methodology – Proposed approach to deliverables			25%	
3	Fees & Expenses			15%	
4	Proposed Resources – Team, resumes, qualifications of team members			10%	
5	Inuit Content	Inuit Labour		10	
		Inuit Firms		5	
PROPONENT:				TOTAL:	

Comments: _____

Committee Member: _____ **Date:** _____

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

1) If the Quality of the Response is:

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

Award the Following Points: 0 (Zero)

2) If the Quality of the Response is:

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

Award the following points: 1 – 3 (Poor)

3) If the Quality of the Response is:

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

Award the following points: 4 - 6 (Fair)

4) If the Quality of the Response is:

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

Award the following points: 7 - 8 (Good)

5) If the Quality of the Response is:

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

Award the following points: 9 - 10 (Excellent)

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

PROPOSAL SUBMISSION FORM

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

COMPANY NAME: _____

ADDRESS: _____

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

If yes, which province is the registration in? _____

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

If yes, which province(s)? _____

AUTHORIZED PERSON(S): _____

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

AUTHORIZED CONTACT PERSON: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

DATE: _____

AUTHORIZED SIGNATURE(S): _____

NNI Incentives Application Form

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

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

Proponent's Name					
I. Employment/Labour/Payroll – Include administrative/operational expenses in payroll values).					
Name & Location of Worker (or proposed new hires)	Labour Cost	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Value of Labour	\$				
Value of Inuit Labour	\$				
II. Proponent/Sub-Contractor Amounts – Miscellaneous Expenses including Travel Estimates					
Name & Location of Proponent or Sub-Contractor and Nature of Services	Unit Costs	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Goods & Services (excluding labour)	\$				
Inuit Goods & Services (including labour)	\$				
Total Proposal Value	\$				
<p>Note: This information is required in order to apply NNI adjustments. Note: <i>The Local adjustment will not apply to this RFP.</i> Instructions for completing this form are on the following page. If more space is needed, photocopy and reuse this form.</p>					

NNI Adjustment Application Form Instructions

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

I. Employment/Labour (Payroll Expenses):

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

II. Other/Miscellaneous Expenses/Sub-Consultants:

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

Application of NNI & NTI Adjustments:

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

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

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

Note: *Where the nature of the services affects all Nunavut communities rather than a designated Subject Community, the Local adjustment will not apply.*

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

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

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

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

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

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

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

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

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

For the Sub-Contractor “A”

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

For the Sub-Contractor “B”

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

This example is given to illustrate two things:

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

¹ Minor, subsidiary, supporting.

1) How the Bid Adjustments are Applied

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

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

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

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

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

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

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

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

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

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

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

Labour Component:

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

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

Other Expenses Component:

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

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

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

Proposal Scores and Inuit Content:

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

How Inuit Labour is Evaluated:

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

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

How Inuit Firms is Evaluated:

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

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

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

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

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

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

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

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

Consulting Services Contract

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

AGREEMENT

BETWEEN:

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

AND:

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

WHEREAS:

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

THEREFORE the GN and the Consultant agree as follows:

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

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

1. SERVICES

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

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

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

2. TIME FOR PERFORMANCE

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

3. PAYMENT

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

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

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

- 3.6 The GN may, in order to discharge obligations or satisfy claims against the Consultant or a subcontractor arising out of the execution of the Services, deduct any monies claimed and owing from any amount due and payable to the Consultant under this agreement, and pay it directly to an obligee or claimant.
- 3.7 The GN may set off any payment due the Consultant against any monies owed by the Consultant to the GN.
- 3.8 The GN must pay the Goods and Services Tax (GST), but is not subject to Provincial Sales Taxes (PST).

4. NOTICE AND ADDRESS

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

- a) To the GN:

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

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

- b) To the Consultant, at:

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

- 4.2 Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if
- a) if delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;
- b) if delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
- c) if delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following the receipt of the electronic transmission.
- 4.3 In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

5. PERFORMANCE OF SERVICES

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

6. CHANGES TO WORK AND SERVICES

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

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

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

agreement of the GN, remove or reassign **this/these** individuals during the term of this Agreement as long as such individual(s) remain(s) in the employ of the Consultant:

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

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

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

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

9. EXPEDITE THE WORK

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

10. INTELLECTUAL PROPERTY WARRANTY

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

11. COPYRIGHT

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

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

12. CONSULTANT'S ADDITIONAL RESPONSIBILITIES

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

13. TERMINATION

- 13.1 The GN may terminate this Agreement at any time without penalty upon giving written notice to the Consultant, if, in the sole opinion of the GN,
- a) the Consultant's performance of the Services is persistently faulty or below the required standard, or the Consultant is unable to deliver the Service as contracted (becomes 'not responsible'),
 - b) the Consultant becomes insolvent or commits an act of bankruptcy.
 - c) an actual or potential labour dispute delays or threatens to delay timely performance of the Services
 - d) the Consultant defaults or fails to observe the terms and conditions of this Agreement in any material respect.
- 13.2 This Agreement shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the GN for work performed to the date of termination.

14. SUSPENSION OF WORK

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

15. PERFORMANCE

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

16. ALTERNATIVE DISPUTE RESOLUTION

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

- 16.1 The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Consultant (or designate) and the Deputy Minister (or designate), shall have considered the dispute. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 16.2 If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Iqaluit, Nunavut unless otherwise agreed.
- 16.3 Within 20 days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator. If the Parties are unable to appoint a single arbitrator within the said 20-day period, then the Consultant shall appoint one arbitrator and the GN shall appoint one arbitrator, both such arbitrators to be appointed within 10 days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within 5 days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the *Arbitration Act, (Nunavut)*.
- 16.4 Notwithstanding the foregoing, the GN may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Nunavut Court of Justice and not to Arbitration.

17. FORCE MAJEURE

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

18. INDEMNITY AND INSURANCE

- 18.1 The Consultant will indemnify and save harmless the GN, its employees and agents from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the GN at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Consultant

or of any agent, employee, officer, director or subcontractor of the Consultant pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the GN.

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

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

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

18.2.2 Workers' Compensation and Safety (WCS) coverage. The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the Consultant is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the Consultant or subcontractors or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN.

18.2.3 All motor vehicles, watercraft or snowcraft used by the Consultant in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;

18.2.4 Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:

- Products and Completed Operations
- Owners & Consultants Protective
- Contractual Liability;
- Broad Form Property Damage;
- Personal Injury
- Cross Liability and Severability of Interest;
- Medical Payments
- Non-Owned Automobile Liability including contractual liability
- Underground Property Damage; (in respect to any work involving ground disturbance.) *[this may be deleted if the contract does not involve construction, survey or demolition]*
- Contingent Employers Liability
- Employees as Additional Insureds.

18.3 The insurance policies shall name the GN, its directors, officers, employees, agents and Consultants as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.

- 18.4 All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
- 18.5 The Consultant must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
- 18.6 The Consultant shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Consultant's liability is not capped to the amount of and scope of coverage required under the agreement.
- 18.7 The Consultant shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.
- 18.8 The Consultant will ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the Nunavut Land Claim Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.

19. GENERAL TERMS

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

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

- 19.2 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 19.3 This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 19.4 Time shall in every respect be of the essence of this Agreement.
- 19.5 The Consultant is an independent contractor with the GN and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension

plans, unemployment insurance, income tax, workers' safety and compensation and the Nunavut Payroll Tax.

- 19.6 This Agreement shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 19.7 No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 19.8 The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 19.9 This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Consultant and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.
- 19.10 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

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

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

FOR THE CONSULTANT:

FOR THE GOVERNMENT OF NUNAVUT:

Name & Title

Name & Title

Signature

Signature

Witness Name & Title

Witness Name & Title

Witness Signature

Witness Signature

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