



**GOVERNMENT OF NUNAVUT
REQUEST FOR PROPOSAL**

E-Learning Project Manager

RFP # 2008-75

ISSUE DATE: December 5, 2008

CLOSING DATE: December 22, 2008



Request for Proposals

The Government of Nunavut (GN) is requesting Proposals from qualified proponents for the provisions of providing project management services. The details of the services required are outlined in this Request.

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Instructions to Proponents

1. Proposals must be received before **December 22, 2008** at 4:00PM, Local time **Iqaluit** at:

Department of: Community & Government Services,
Procurement, Logistics & Contract Support Services
Government of Nunavut
Attention: *Todd Tilley, Senior Procurement Officer*
P.O. Box 1000, Station 700
Iqaluit, Nunavut, X0A 0H0
Deliver to W. G. Brown Building, 3rd. Floor Procurement Department
Telephone: (867) 975-5427 Fax: (867) 975-5450
Email: tilley@gov.nu.ca

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

The original and **three (3)** copies are to be submitted, quoting "RFP 2008-75, E-Learning – Project Manager", closing date and proponent's name on the outside of the envelope.

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

2. The GN will not be responsible for any proposal that:
 - does not indicate the Request for Proposals Title, closing date, proponents name, on the outside of the envelope
 - is delivered to any address other than that provided above.
3. Facsimile transmitted proposals will be accepted under the following conditions:
 - the proposal is received before the submission deadline at the facsimile number stated;
 - the GN will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;
 - the GN cannot guarantee the complete confidentiality of information contained in the proposal received by facsimile;
 - the proponent shall submit an original proposal and six (6) copies to the address stated herein immediately following the transmission of the facsimile by the most expedient means.

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

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

9. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
10. The GN has the right to cancel this Request for Proposals at any time and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the GN as a consequence.
11. Any amendments made by the GN to the Request for Proposals will be issued in writing and sent to all who have received the documents.
12. The GN is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. The GN reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may amend their proposal up to the closing date and time by facsimile. But after the closing date and time a proposal may not be amended, but may be withdrawn by the proponent at any time prior to acceptance.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibilities with respect to any information received by it pursuant to the RFP process.
16. One of the priorities of the GN is to ensure Inuit, Local, and Nunavut businesses supply materials, equipment, and services, and that Inuit, Local and Nunavut labour is used to the fullest extent practical on any GN contract. Therefore, the Nunavummi Nangminiqatunik Ikajuuti (NNI Policy) applies to this Request for Proposals. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

Proponents can obtain information about the NNI Policy from the NNI Policy Secretariat at tel. (867) 975-7837, fax. (867) 975-7870. A registry of approved Nunavut Businesses can be accessed at the website www.kirk.ca/nubip. A listing of approved Inuit owned firms can be obtained from Nunavut Tunngavik Inc. (NTI) at tel. (867) 975-4900 or at their website www.tunngavik.com.
17. Proposals may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
18. The proposal and accompanying documentation submitted by the proponents are the property of the GN and will not be returned.
19. Proponents should be advised that all contracts for goods and services awarded by the Government of Nunavut (GN) are made public. The GN releases annually reports that list all of the contracts awarded which includes a description of the contract, the successful proponents name and the value of the award.

Terms of Reference

Together at a Distance is a three-year federally funded project designed to provide foundational supports for e-learning across the Canadian Pan-Arctic. The Project Proposal "Together at a Distance: E-Learning for the Canadian Pan-Arctic (attached) further outlines the project. (Note: Project timelines have been updated from those in the proposal). The project to date is available for viewing at <http://www.ndlp.ca>

A project manager with experience in e-learning is required for the third and final year of the project, from April 1, 2009- July 31, 2010.

1. Must have project management experience including
 - budgeting and financial reporting
 - managing a research and development team.
 - coordination of user interface evaluation testing
2. Must have an understanding of federal and territorial government practices and procedures as regards managing grant funding.
3. Must have an understanding of e-learning principles and practices.
4. Must have a basic understanding of communications and technical infrastructure in the pan-Arctic.
5. Must have a knowledge of the literature related to e-learning.
6. Must have an understanding of Inuit Qaujimajatuqangit principles.
Must be able to travel and facilitate workshops as required.

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:

- 45 % - Contractor's and staff, project team's knowledge, skill, and past related experience;
- 25 % - Fees and Expenses, detailed cost break-down;
- 15 % - Methodology (facilities, programs etc);
- 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.

Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy)

One of the priorities of the GN is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any GN contract. Therefore, NNI Policy, applies to this Request for Proposal. To receive the benefits of this Policy, proponents are required to identify cost components for Inuit, Nunavut and Local content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit firm and/or Nunavut Business status.

Fees and Expenses

The proposal should contain cost information as follows:

- a). Prices bid must be stated in actual dollars and cents expressed in Canadian funds.
- b). The Government of Nunavut will pay the Goods and Services Tax (GST); however, do not include GST in your proposed pricing.

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

Project Team

The Proponent is to describe the capability of the resources proposed to meet the requirements described in the terms of reference. The proposal should include the following:

- a) Resumes for the proposed project team members with a description indicating how, and in what ways the proposed resource satisfies the needs identified in the Request for Proposal.
- b) For each project team member proposed, the proponent should submit a complete personal resume.

Related Experience of the Company

Please outline your companies experience in the operations of boarding homes. List the past three similar jobs that you have completed with the company name, contact person and phone number that we may contact for a reference.

Inuit Preference

In compliance with Article 24 of the Nunavut Final Agreement, the GN will provide consideration for the use of Inuit firm's goods and services, and for Inuit labour. Proponents should describe fully the proposed Inuit content. This Inuit content will be the percentage of work completed by an Inuit firm listed on the registry of Inuit firms available from Nunavut Tunngavik Inc. (NTI) and the amount of Inuit employment created.

Methodology

Proposed means of working with others (hospitals, nurses, GN program staff, etc.), understanding of boarding home operations, outline the delivery of service available, sequence of events outlined in the schedule. (i.e. It is expected that a schedule will demonstrate how the proponent will proceed; how much time each stage is expected to take); demonstration of a good understanding of how the work is to be done; time allocated for difference tasks.

Schedule

How closely the proponent's schedule meets the project requirements in a logical manner delivering a quality service.

RFP NNI Adjusted Price Calculation Information

The following information MUST be completed by proponents to receive any NNI bid adjustments. If the information is not completed, bid adjustments will NOT be granted.

Values provided must be substantiated by the information contained within the RFP response. It will be necessary to outline the names of staff along with their location of residence and or the names of subcontractors.

Proponent Name: _____

Total Unadjusted Price of Contract

A. \$

I. Labour:

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

Supplier Name & Residence of worker	Value	Nunavut Business 7%	Inuit Business 7%	Local Business 7%	Other 0%	Total %
	\$	☐	☐	☐	☐	
	\$	☐	☐	☐	☐	
	\$	☐	☐	☐	☐	
	\$	☐	☐	☐	☐	

• Total B. \$ _____

II. Supplies / Materials Contractor or Sub-Contractor:

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

Supplier Name	Value	Nunavut Business 7%	Inuit Business 7%	Local Business 7%	Other 0%	Total %
	\$	☐	☐	☐	☐	
	\$	☐	☐	☐	☐	
	\$	☐	☐	☐	☐	

• Total C. \$ _____

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

D. \$

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

Instructions

RFP NNI Adjusted Price Calculation Information

I. Labour:

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

II. Supplies / Materials:

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

III. Subcontract:

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

V. Total Adjustment:

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

VI. Total Adjusted Price:

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

PROPOSAL RATING SCHEDULE
services/goods (other than consultants)

Item	Rating Criteria		Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Contractor / Staff / project team knowledge, skills, past related experience			45%	
2	Fees and Expenses; detailed cost break-down			25%	
3	Methodology, facilities, program etc.			15%	
4	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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Pro-Forma Contract

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

AGREEMENT

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

OF THE FIRST PART

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

OF THE SECOND PART

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

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

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

THEREFORE the Commissioner and the Contractor agree as follows:

DEFINITIONS:

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

1. SERVICES AND PAYMENT

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

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

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

2. TERM

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

3. NOTICE AND ADDRESS

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

i) If, to the GN:

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

Reference:

ii) If to the Consultant, at:

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

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

4. ENTIRE AGREEMENT

- 4.1 This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

5. GENERAL TERMS

- 5.1 Any information obtained from, or concerning any department of the GN, or clients of any department of the GN, by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not

disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the GN and in the possession of or under the control of the contractor. This clause survives the termination of this contract.

- 5.2 Time shall in every respect be of the essence.
 - 5.3 The Contractor is an independent Contractor with the GN and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the GN Payroll Tax.
 - 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
 - 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
 - 5.6 The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
 - 5.7 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GN and the Contractor hereby absolutely assigns to the GN the copyright in the property for the whole of the term of the copyright.
 - 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
 - 5.9 This contract may be extended by the written consent of the parties.
 - 5.10 The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other Minister, officer, employee or agent of the GN.
 - 5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.
6. CONTRACTOR RESPONSIBILITIES
- 6.1 The Consultant shall indemnify and hold harmless, the GN, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.

- 6.2 The Consultant shall be liable to the GN for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 6.3 In the event that the Consultant is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor hereunder the GN may do any act as it deems necessary to rectify such default and the GN may deduct or set off the cost of such rectification against any payment due the Contractor.
- 6.4 ASSIGNMENT: The Consultant may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the GN. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the Comptroller General of the GN must be obtained, pursuant to S.69(4) of the *Financial Administration Act (Nunavut)* as amended or reenacted in successor legislation during the term of this Contract.
- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or any extension set out herein, the Contractor, upon the request of the GN shall produce such accounts and records.
- 6.6 The Consultant shall notify the GN immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in anyway attributable to the performance or non-performance of the services under this contract.
- 6.7 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the GN and the Board or Agency to which services are being rendered shall be advised of the conflict immediately.
- 6.8 Confidential Data: Except as required in the performance of services set out in this agreement, the Consultant must maintain as confidential all data and information made available to the Consultant, the GN, or any other parties which is generated by or results from the Consultant's performance of the Services described in this Contract. All such data and information is the property of the Government of Nunavut. This clause shall survive the termination of the Contract.
7. TERMINATION
- 7.1 The GN may terminate this contract at any time without penalty upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labour dispute delays or threatens to delay timely performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the GN for work performed to the date of termination.
8. FINANCIAL

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

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

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

9. INSURANCE

- 9.1 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or Subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the GN.
 - b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Contractor's employee engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the

Comprehensive General Liability policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.

- c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the Contractor and used in operations for the performance of this contract with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:

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

APPLICABLE

**WHERE*

- f) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the GN while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the contract.

9.2 All policies shall provide that thirty days written notice be given to the GN prior to any material changes or cancellations of any such policies.

9.3 The policies shall name the GN and all Subcontractors as additional insureds only with respect to the terms of this contract (except on Workers'

Compensation Insurance and Professional Liability) and shall extend to cover the employees of the insureds hereunder.

- 9.4 The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.
- 9.5 The Contractor shall deposit with the GN prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the GN and with insurance companies satisfactory to the GN.

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

FOR THE GOVERNMENT OF NUNAVUT

FOR
THE CONTRACTOR:

Name/Title

Name/Title

Date

Date

Witness

Witness