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Financial Management Board Secretariat
Hon. Floyd Roland, Minister

REQUEST FOR PROPOSAL

Website Design and Maintenance

PM004075

The Government of the Northwest Territories, Financial Management Board Secretariat invites firms experienced in all aspects of designing, building and operating websites to submit proposals for the creation of a new FMBS website.

Submissions addressed to FMBS/Executive Headquarters, Corporate Services, 6th Floor Laing Building, Yellowknife NT X1A 2L9, Fax: 867-873-0110 will be received until:

3:00PM, Local Time, January 22, 2007

Please quote # FB-301106-PP when requesting or submitting RFP documents.

Submissions will be opened at 1:00PM January 25, 2007 at: Yellowknife, NT

General Enquiries to: Margaret Sian
Phone: 867-873-7563

Technical Enquiries to: June Roberts, Directorate
Email: june_roberts@gov.nt.ca
Phone: 867 873-7211
Fax: 867 873-0112

The GNWT Business Incentive Policy will apply to this procurement.

Chapter 5 of the Agreement on Internal Trade will apply to this procurement.

Mail this public notice to the admin contact Margaret_Sian@gov.nt.ca

Mail this public notice to myself margaret_sian@gov.nt.ca



GOVERNMENT OF THE NORTHWEST TERRITORIES

REQUEST FOR PROPOSALS

WEBSITE DESIGN AND MAINTENANCE

Reference number: FB-301106-PP

**FINANCIAL MANAGEMENT BOARD SECRETARIAT
POLICY AND PLANNING DIVISION – YELLOWKNIFE**

Current Date: November 30, 2006

REQUEST FOR PROPOSALS

The Government of the Northwest Territories (GNWT) is requesting Proposals from qualified Proponents for the provision of services as outlined in the Request.

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SECTION I GENERAL INFORMATION AND INSTRUCTIONS

1. Proposals must be received by 3:00 p.m. local time, Mountain Standard Time, on January 22, 2007 at:

Margaret Sian
Financial Control Officer
Government of the NWT
Corporate Services, Department of Executive
5003-49th Street, 6th Floor, Laing Building
Yellowknife, NT
Phone: (867) 873-7563 Fax: (867) 873-0110 or; (867) 873-0279 if main fax is
busy
Email: margaret_sian@gov.nt.ca

Proposals received after the exact time and date noted will be rejected and returned to the proponent unopened.

The original and (3) copies are to be submitted, stating: Proponent's Name, Proposal Reference Number, Project Title and closing time and date on the outside of the envelope or package.

2. The GNWT will not be responsible for any proposal that:
 - does not indicate the Proponent's Name, Proposal Reference Number, Project Title and closing time and date;
 - is delivered to any address other than that provided above.
3. Proponents may not amend their proposal after the closing time and date, unless as a result of negotiations commenced by the GNWT, but may withdraw their proposal at any time.
4. Facsimile transmitted proposals will be accepted under the following conditions:
 - the proposal is received before the submission deadline at the facsimile number stated;
 - the GNWT 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; and
 - the GNWT cannot guarantee the confidentiality of information contained in the proposal.

In accordance with Paragraph 1, an original and (3) copies of the proposal are to be submitted immediately following the transmission of the facsimile. In the event of any discrepancies or conflicts between the faxed version of the Proposal and the original of the Proposal, which is received after the closing time and date, the faxed version shall govern.

5. Amendments to proposals may be submitted by facsimile and will be accepted only under the following conditions:
 - the amendment is received before the submission deadline at the facsimile number stated;
 - the GNWT 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; and
 - the GNWT cannot guarantee the confidentiality of information contained in the amendment.

6. E-mail submissions will not be accepted.
7. All technical questions or enquiries concerning this Request for Proposal should be in writing, and submitted prior to 5:00 p.m., local time on January 15, 2007 and should be addressed to:

June Roberts, Executive Secretary
Directorate

FMBS

Phone: (867) 873-7211

Fax: (867) 873-0112

Email: June_Roberts@gov.nt.ca

Verbal responses to any inquiry cannot be relied upon and are not legally binding upon either party.

8. This is **not** a Request for Tenders or otherwise an offer. The GNWT is not bound to accept the proposal that provides for the lowest cost or price to the GNWT nor any proposal of those submitted.
9. 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.
10. The GNWT reserves the right to negotiate with the highest rated proponent or re-invite proposals from the highest rated proponents without going to a public proposal call.
11. 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 responsive and whose proposal provides the best potential value to the GNWT. 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.
12. The contract to be entered into with the successful proponent may include the whole or relevant portions of the Request for Proposals and of the successful proposal as well as such other terms as may mutually be agreed upon arising from any negotiations between the GNWT and the successful proponent. It is expected that the Contract to be entered into with the successful proponent will be substantially in the form forming a part of this Request for Proposals.
13. In the event of any inconsistency or conflict between the provisions contained in this Request for Proposals or the successful proposal and the contract to be entered into with the successful proponent, the provision of the contract shall govern.
14. The GNWT 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 GNWT as a consequence.
15. Any amendments made by the GNWT to this Request for Proposals will be issued in writing and sent to all that have received the documents.
16. The GNWT is not liable for any costs of preparation or presentation of proposals even if this Request for Proposals is cancelled pursuant to paragraph 13.
17. An evaluation committee will review each proposal. The GNWT reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
18. All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act*. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.

19. One of the priorities of the GNWT is to ensure local and northern materials, equipment and labour are used to the fullest extent practical on any GNWT contract. Therefore, the Business Incentive Policy, 63.02, applies to this proposal. For purposes of this Request for Proposals, the GNWT specifies that "Local" refers to the community of Yellowknife. Proponents are required to comply with the requirements of the Business Incentive Policy, and to receive credit, must submit the required information, as stipulated on the Business Incentive Policy Form (see Response Guidelines).

Proponents can obtain information on the GNWT Business Incentive Policy from the web site: www.iti.gov.nt.ca/iea/bip/index.htm or the BIP Monitoring Office at (867) 873-7215 or (867) 920-8667.

20. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Should this occur, marks for presentation will be allocated by a reassessment of the original scoring. Such presentations shall be made at the cost of the proponent.
21. The proposal and accompanying documentation submitted by the proponents will not be returned.
22. The GNWT is not subject to the Goods and Services Tax (the "GST") in accordance with the certification contained in the agreement.
23. It will be a term of the resultant contract that the provisions of the GNWT's *Workplace Conflict Resolution Policy* are applicable to and govern the relations between the successful proponent and its employees, agents and representatives and any employee of the GNWT for the term of the contract. A copy of the *Workplace Conflict Resolution Policy* can be found at the following website: <http://www.hr.gov.nt.ca/policy/documents/Workplaceconflictresolutionpolicy.pdf>

Further, it will be a term of the resultant contract that the successful proponent shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for purposes of the contract who, in the opinion of the GNWT, has violated the *Workplace Conflict Resolution Policy*, and the successful proponent shall not permit a person who has been removed to return to the work site.

24. Each proponent is required to disclose any instances, which may cause a conflict of interest as defined in the pro-forma agreement. If such disclosures are made, the proponent is required to indicate the manner in which they intend to address such conflicts. Where the GNWT is not satisfied with the manner in which the proponent intends to address such conflicts the GNWT, in its sole discretion, may refuse to consider the proponent's proposal.
25. The GNWT also reserves the right to disqualify any proponent if any instances, disclosed from any other source, create a conflict of interest.

END OF GENERAL INFORMATION AND INSTRUCTIONS

SECTION II TERMS OF REFERENCE

1. PROJECT IDENTIFICATION

Title	Website Design and Maintenance
Location:	Yellowknife
Program Department:	Financial Management Board Secretariat

2. PROJECT PERSONNEL

A contract authority will be identified to review the progress at regular intervals and to arrange for consultation with other groups and staff members as required. The contract authority will be the main point of contact for the project.

Director
Policy & Planning
Financial Management Board Secretariat

3. BACKGROUND

- The Financial Management Board Secretariat (hereafter referred to as 'FMBS') has direct responsibility for its website. We are seeking the services of a contractor experienced in all aspect of designing, building and operating websites to provide timely service for the following work components.
- The Technology Service Centre (hereafter referred to as "TSC") is the organization unit within the GNWT responsible for the provision of information technology support and services to meet the business objectives of GNWT departments.

4. OBJECTIVES

A. Redesign of FMBS website

B. Ongoing maintenance service for the FMBS website with corresponding mirror test sites

5. SCOPE OF WORK

The contractor must be able to provide the following services and supports:

Component A: Redesign of FMBS website

Tasks:

- Propose design changes to better improve and revitalize the existing FMBS website using draft GNWT web standards and global template.
- Provide technical support to implement the approved changes.
- Prepare appropriate documentation of the new website as per the draft GNWT web standards.

Timelines/schedule: This work will be done February 1, 2007 – March 31, 2007. Scheduling will be determined based on discussions with the successful bidder and FMBS.

Additional Information: The draft GNWT website standards and global template should guide, to the extent possible, the development of a new home page and accompanying pages for the FMBS website. The successful bidder will work with FMBS in identifying the steps and timelines of this work.

Component B: Ongoing maintenance service for the FMBS website with corresponding mirror test sites

Tasks:

- Technical support and trouble shooting for the website as required, occasionally on a same-day basis.
- Occasional maintenance support for postings/updates for website (typically on a same-day basis) as backup coverage in the event GNWT employees are not available.
- Necessary design changes to global templates.

Timeline/Schedule: Ongoing, on an as-needed basis.

Additional Information: The successful bidder must work within draft GNWT web standards, and use Macromedia Dreamweaver, Macromedia Fireworks and Macromedia Contribute software. The website was created using a global template created with Macromedia Dreamweaver and Fireworks software. Any and all web programming or design changes proposed for this website must be done in a manner that ensures integrity to the global template in place for this website, and reflect the draft web standards.

For reference, the FMBS website may be viewed at <http://www.gov.nt.ca/FMBS>. Several GNWT employees based in Yellowknife manage this site, with administrative management and oversight retained by the Directorate, Policy and Planning Division of FMBS.

6. CONSTRAINTS

Technical Requirements:

The successful contractor must be able to:

- Code to the W3C XHTML 1.0 Strict specification;
- Code CSS Layouts (as opposed to table layouts);
- Code Macromedia Dreamweaver templates;
- Work with Macromedia Contribute 3 through Macromedia Dreamweaver MX 2004 templates;
- Manipulate Macromedia Fireworks PNG files.

Provide examples of work demonstrating W3C XHTML 1.0 Strict code and CSS layouts. These examples will be audited for conformance to the W3C XHTML 1.0 Strict standard and W3C CSS 1 and/or 2 standard.

Pricing:

Proponents must provide separate pricing structures for the following:

1. Basic flat fee charged (retainer) for provision of monthly maintenance, technical support and trouble-shooting services for the website (Component A work) and the number of hours included under this fee;
2. Hourly rate* for maintenance services for the website (Component A work), should time exceed the cumulative hours of service included in the flat fee;
3. Hourly rate* for technical support and trouble-shooting services for the website (Component A work), including minor design work that may be requested from time-to-time to modify or redesign the existing templates, should time exceed the cumulative hours of service included in the flat fee;
4. Hourly rate* for technical advice on website best practices and industry standards (Component B work); and
5. Hourly rate* for the re-design of the FMBS website (Component C work).

- * The Contractor must identify the minimum amount of time that they would charge for items 2-5 (e.g., invoice per 15-minute, 30-minute or 60-minute basis).

In addition to these flat fees and rates, the Contractor must clearly identify any other fees or expenses that may be in addition to these pricing structures.

7. RESPONSIBILITIES

Responsibilities of the Contractor:

The contractor agrees to provide:

- Oversight and management of their staff in meeting the terms of the contract;
- Effective communications and working relationship with FMBS, TSC and employees involved in website maintenance and development work;
- Demonstrated back-up coverage of services and supports they provide;
- Compliance with the draft GNWT web standards, including but not limited to developmental environment standards, documentation standards, and outsourcing standards.

Responsibilities of the Government of the Northwest Territories:

FMBS agrees to provide:

- Files in electronic format on disk or by e-mail;
- JPEG and GIF artwork files for content of the site, as required;
- Advice on how graphics and logos are to be used in accordance with the GNWT's Visual Identity Program;
- Files in HTML format, when available; and
- Website standards to be followed.

The TSC agrees to provide:

- VPN access for the successful bidder;
- A standard Microsoft Windows IIS 5/6 environment;
- A test environment;
- Initial consultation between TSC and FMBS staff and the successful bidder to determine backup and capacity requirements; and
- Assistance and meetings, as necessary, between TSC and FMBS staff and the successful bidder to ensure the standard environment will accommodate upgrades, and to facilitate the completion of website work identified under this contract.

8. SCHEDULE

The resulting contract arising from this Request for Proposals shall commence on February, 2007 and terminate on March 31, 2007.

END OF TERMS OF REFERENCE

SECTION III PROPOSAL EVALUATION CRITERIA

Mandatory Requirements

The following are mandatory requirements for all proposals. Proposals that do not clearly demonstrate compliance with these requirements will result in disqualification of the proponent's proposal and removal of the proposal from further considerations during the evaluation process.

- Must be received by the closing time and date.
- Must clearly state proposed fees and expenses.

Rating

Proposals shall be evaluated and rated by an evaluation committee, using predetermined criteria to determine which proposal potentially provides the best value to the GNWT.

Detailed ratings and comments will be confidential however, once the contract has been executed, a proponent can ask for their own detailed rating and comments and the names and total rating of the other proponents.

In terms of relative importance, each criterion is given a pre-assigned weight, as outlined on the Proposal Rating Schedule, to which each proposal will be evaluated.

Each criterion is rated on a scale of 0 to 10. Each criterion's rating is then multiplied by the assigned weight to yield a total for that element. Summation of the individual totals yields a total score, which represents the overall degree of satisfaction for the respective submission.

This procedure is repeated for each of the responsive proposals.

The highest total score will determine the proposal that potentially provides the best value to the GNWT.

PROPOSAL RATING SCHEDULE

PROPONENT:

Item	Rating Criteria	Assigned Weight (B)	Unit Points Awarded (B)	Total Points (A) x (B) = (C)
1	Team - Personnel to be assigned to or made available to the contract	5		
2	Methodology or approach proposed by the proponent	15		
3	Proponent's Suitability / Past Relevant Experience	15		
4	Contract Schedule	5		
5	Fees and Expenses (Note 1)	40		
		80		
6	Goods & Services provided by Northern Businesses (Note 2)	15		
7	Goods & Services provided by Local Businesses (Note 3)	5		
		20		
TOTALS		100	N/A	

Comments:

Committee Member _____

Date: _____

Note 1: Fees and expenses will rated as proposed, no BIP adjustment. Items 6&7 will be used for the BIP rating.	
Note 2: Percent of Northern content provided by Registered Northern Businesses, based on fees and expenses proposed in the RFP's Appendix 'B'. Northern content is the dollar value of the goods and services supplied by any Northern Business.	LEGEND Unless stated otherwise herein, Unit Points will be assigned as follows: Deficient 0 points Poor 1 – 3 points Fair 4 – 6 points Good 7 – 8 points Excellent 9 – 10 points
Note 3: Percent of Local content provided by Registered Northern Businesses, based on fees and expenses proposed in the RFP's Appendix 'B'. Local content is the dollar value of the goods and services supplied by any Local Business.	

END OF PROPOSAL EVALUATION CRITERIA

SECTION IV

RESPONSE GUIDELINES

The following information should be provided in each proposal. As this information will be utilized in evaluating each responsive proposal submitted, Proponents are encouraged to use the same headings and order to present their offer.

Team

The proponent should demonstrate a clear understanding of the project requirements and indicate that suitable resources are available to produce the required deliverables. At least one team member should be a graphic design/creative expert, ideally with experience in website development and design.

The proposal shall include the following items:

- a) Résumés for each proposed project team member with a description indicating how the proposed resource satisfies the needs identified in the Request for Proposals;
- b) The resources to be assigned or made available, including a clear indication of their assigned role in the project; and
- c) A list of sub-contractors, their qualifications and locations.
- d) References of three (3) companies or organizations to be provided for a similar type of work.

Methodology

Methodology explains how the work is to be performed including proposed means of working with GNWT staff, etc.

Methodology should include:

- a) An understanding of the purpose and objectives of the project;
- b) Adequate attention to all issues raised in the Terms of Reference;
- c) A concise outline/approach for the work to be carried out that is comprehensive, feasible and responsive to the unique features of the project;
- d) All tasks and components to be completed and a description of what deliverables or results are produced for each task;
- e) The proposed format(s) in which the various components of the work will be delivered; and How closely the proponents' schedule meets the project requirements in a logical manner delivering a quality product.

Proponent's Past Relevant Experience

The proponent must demonstrate the project management and industry-specific skills to successfully complete the requirements described in the Terms of Reference.

The proposal shall include the following items:

- a) Provide details of the company's past-relevant experience on similar projects;
- b) A list of URL's of similar web pages previously created by the design team; and
- c) References for at least three previous clients for which web site design and management services were provided.
- d) Demonstrated use of W3C XHTML 1.0 Strict code and CSS layouts, and demonstrated compliance with the W3C XHTML 1.0 Strict standard and W3C CSS 1 and/or 2 standard. To meet this requirement, samples of work should be submitted along with information demonstrating use and compliance with these standards.

Project Schedule

Proponents' schedule should be consistent with the project schedule identified in the Terms of Reference. Proponents should indicate significant milestone events and if changes to the proposed schedule are anticipated.

Fees and Disbursements

The proposal must include cost information as follows:

- a) The proponent is to provide a separate statement of costs according to the categories for pricing structure identified under the section called "Pricing". This should include:
1. A detailed listing of all fees-for-service, hourly and per-diem charge out rates for all personnel;
 2. Anticipated items that will be incurred as expenses, if any, with an indication of the anticipated monthly cost.
 3. Clear identification of activities and resources – including associated expenses – to be performed outside the NWT or by a business that is not recognized under the GNWT Business Incentive Policy.

Northern/Local Content

Further to clause 18 of Section I, in order to comply with requirements of the Business Incentive Policy of the GNWT, Proponents should complete and submit as part of their proposal the Business Incentive Policy Form. The dollar value of the goods and services provided by their own forces should be declared, as should the dollar value of goods and services to be provided by all sub-contractors with whom contracts will be entered into for this project. If this form is not submitted with a Proposal or is incomplete or improperly completed, the Proponent will not receive appropriate credit.

Amendments affecting the proposed pricing shall require Proponents to also amend the BIP Form.

Business Incentive Policy Form

As attached

END OF RESPONSE GUIDELINES

BUSINESS INCENTIVE POLICY FORM

Proponent's & Sub-Contractor's Dollar Amounts

Project Name: _____

Project Location: _____ **Proposal No.:** _____

Proponents should identify the dollar value of goods and services provided by their Own Forces as well as the dollar value of goods and services to be provided by all sub-consultants with whom the Proponent will be entering into contracts for the supply of goods or services in respect of the contract, regardless of whether or not they are Northern Businesses or Local Businesses under the Business Incentive Policy of the Government of the Northwest Territories (BIP).

In order to ensure appropriate credit is given in the evaluation of Proposals for the provision of goods and services by Northern Businesses and Local Businesses, Proponents must identify themselves and their sub-contractors who are registered for purposes of the BIP by the name under which they are registered in the BIP Registry maintained by the Government of the Northwest Territories. If this form is not submitted with a Proposal or is incomplete or improperly completed, the Proponent will not receive appropriate credit in the evaluation of their Proposal for the provision of goods and services that are supplied by them or those of their subs who are Northern Businesses or Local Businesses.

Proponent's Name: (Legally Registered Business Name)		Own Forces Amount: (\$)	GNWT Use Only
		\$	
Sub-Contractor(s)		Sub-Contractor(s)	
Description of Goods and Services to be Provided	Name of Sub-Contractor(s)	Amount(s)	
1.		\$	
2.		\$	
3.		\$	
4.		\$	
5.		\$	
6.		\$	
7.		\$	
8.		\$	
9.		\$	
10.		\$	
11.		\$	
12.		\$	
13.		\$	
14.		\$	
TOTAL PROPOSED AMOUNT (This total should agree with the total proposed Fees and Expenses)		\$	

(Photocopy and submit additional copies as required.)

SECTION V PRO-FORMA CONTRACT

The following Pro-Forma contract outlines key contractual requirements of the GNWT, which are considered important to the GNWT and will be substantially incorporated into any resultant contract.

AGREEMENT

BETWEEN: THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Financial Management Board Secretariat (hereinafter referred to as the "GNWT")

OF THE FIRST PART

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

OF THE SECOND PART

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

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

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

THEREFORE the GNWT and the Contractor agree as follows:

DEFINITIONS:

"Contracting Authority" means the Minister of Financial Management Board Secretariat, Government of the Northwest Territories or his authorized delegate;

"Conflict of Interest" means any circumstances that may arise in the performance of the Services that, in the GNWT's opinion, may be perceived to influence the impartiality or objectivity of the Contractor involved in the provision of the Services. They shall include circumstances that could result in the provision of a benefit to the Contractor or the Contractor's family, other than a benefit contemplated by this agreement:

"Family" includes mother, father, brother, sister, spouse, child, stepchild, foster child, adopted child, in-laws or grandparents of the Contractor.

1. SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the GNWT those services set out in the Request for Proposal, "Website Design and Continuing Maintenance", reference FB-301106-PP 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 GNWT.

1.2 The GNWT 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 GNWT have mutually agreed upon the following terms:

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 ___ the day of _____, 200_ and terminates on the ___ day of _____, 200_, unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICES 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 GNWT:

Department	Financial Management Board Secretariat
Address	5 th Floor, Laing Building
Community	Yellowknife
Name	Enter name of Contract Authority

Reference:

ii) If to the Contractor, at:

Name	Enter name of Contactor
Address	Enter address
Community	Enter name of community
Contact Name	Enter name of Contact Person

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

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 The Contractor agrees that all records provided to it shall remain confidential and shall be used only for the purpose for which they were provided, and the Contractor shall not disclose those records or any portion of those records to third parties unless the law provides that such disclosure must be made.

- 5.2 Time shall in every respect be of the essence.
- 5.3 The Contractor is an independent Contractor with the GNWT 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 GNWT 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 GNWT Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
- 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 GNWT and the Contractor hereby absolutely assigns to the GNWT 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 particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.
- 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 GNWT.
- 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.
- 5.12 It should be noted that all information, including documents, submitted to the GNWT are in the custody or under the control of the GNWT and thus subject to the protection and disclosure provisions of the *Access to Information and Protection of Privacy Act (ATIP)*. The Contractor acknowledges that the GNWT may be required to release, in whole or in part, the contract and any other information or documents in the GNWT's possession or control relating to this contract pursuant to *ATIP*.
- 5.13 The parties and their employees, agents and representatives shall observe and be bound by the *Workplace Conflict Resolution Policy* of the GNWT, a copy of which has been received and reviewed by the Contractor.
- The Contractor shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for purposes of the contract who, in the opinion of the GNWT, has violated the *Workplace Conflict Resolution Policy*. The Contractor shall not permit a person who has been removed to return to that work site.
- 5.14 The Contractor declares that the Contractor has no interest in the business of any third party that would cause a Conflict of Interest in carrying out the Services.

In the event such an interest is acquired, in the GNWT's opinion, during the life of this agreement the Contractor shall be required to cure the Conflict of Interest forthwith to the GNWT's satisfaction.

If the Contractor refuses to cure the Conflict of Interest the GNWT may terminate this agreement.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall indemnify and hold harmless, the GNWT, 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 Contractor shall be liable to the GNWT 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 Contractor is, in the opinion of the Contracting Authority, in default in respect of any obligation of the Contractor hereunder the GNWT may do any act as it deems necessary to rectify such default and the GNWT may deduct or set off the cost of such rectification against any payment due the Contractor.
- 6.4 **ASSIGNMENT:** The Contractor 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 GNWT. 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 GNWT pursuant to S.69(4) of the Financial Administration Act RSNWT 1988 must be obtained.
- 6.5 The Contractor 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 the 3-year extension set out herein, the Contractor, upon the request of the GNWT shall produce such accounts and records.
- 6.6 The Contractor shall notify the GNWT 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.

7. TERMINATION

- 7.1 The GNWT 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 GNWT for work performed to the date of termination.

8. FINANCIAL

- 8.1 It is a condition of this contract that payment thereunder is subject to Section 46 of the Financial Administration Act, which 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 GNWT, 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 GNWT.
- 8.3 The GNWT may set off any payment due the Contractor against any monies owed by the Contractor to the GNWT.
- 8.4 The GNWT certifies that the property and services to be purchased by the GNWT are being purchased with government funds and are not, therefore, subject to the Goods and Services Tax ("GST"). Even though the successful proponent with whom the GNWT enters into a contract ("Contractor") will not charge GST, the Contractor may be eligible to receive input tax credits with respect to any GST liability incurred by the Contractor in providing the property and services if such a refund would be available in other circumstances. It will be the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the property and services to the GNWT. The GNWT will not compensate the Contractor for any GST liability incurred in the provision of property and services to the GNWT.
- 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 Northern Contractors (as defined by the GNWT Business Incentive Policy, 63.02) 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 GNWT 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

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

* WHERE APPLICABLE

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

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

The policies shall name the GNWT and all subcontractors as additional insured 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 insured hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the GNWT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the GNWT and with insurance companies satisfactory to the GNWT.

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

FOR THE GNWT:

FOR THE CONTRACTOR

Name/Title

Name/Title

Date

Date

Witness

Witness

END OF PRO-FORMA CONTRACT