

APPENDIX A - Response to Recommendations

#	OAG recommendation	Departmental Response	Status and Timeline
26	The Department should complete and implement case management standards and a case management manual and related guidance for staff. It should also make case management training mandatory for Corrections.	<p>Using the IQ principle of Aajiiqatigiingniq (decision making through discussion & consensus), the Corrections Division has standardized the case management process by creating a case management manual and division case management forms.</p> <p>Case Management training has now been included in the recruit Pre-Deployment training program.</p>	Completed
40	The Department of Justice should provide the resources needed to plan and consistently deliver rehabilitation programming to inmates and provide training to staff delivering programming.	<p>Initial discussions have taken place between the territory of Nunavut and Correctional Services Canada to address certain outdated facility programs and address gaps in our program offering including sex-offender programs. Other community resources are engaged as well by identifying rehabilitative programs available in the community that are culturally relevant and suitable for delivery within our custodial settings.</p> <p>Currently the Department of Justice is offering approximately 11 different programs to aid clients in their rehabilitation. A number of these programs are offered and facilitated by community partners while the remainder are organized and facilitated by correctional staff. Correctional case managers have been trained to facilitate programs through Corrections-sponsored training and also through partnerships with various community organizations, both of which are ongoing.</p>	To be completed by Fall 2023
48	<p>The Department of Justice should ensure that</p> <ul style="list-style-type: none"> • suicide and security risk screening of inmates is completed once they are admitted to a facility 	Corrections has developed and implemented new suicide screening and risk assessment tools for all custody clients.	Completed

	<ul style="list-style-type: none"> • broader screening of all inmates takes place to identify those who have mental health or additions issues to inform inmate placement, programming, counselling, or other mental health supports • inmates that require more detailed assessment and diagnosis of complex mental illnesses are provided with these assessments. 	As of November 2021, the Corrections Division has received professional mental supports from the Nunavut Department of Health.	
52.	The Department of Justice should provide counselling and other mental health supports to inmates with mental health and addiction challenges who are under its care and custody. These services should be provided by qualified mental health professionals.	In addition to the Corrections Psychiatric Nurse, the Corrections Division has resumed professional mental supports from the Nunavut Department of Health since November 2021.	Completed
65	The Department of Justice should immediately establish and implement formal procedures for its revised approach to segregation. This should include procedures for its monitoring and oversight, ensuring that documentation required when an inmate is placed into administrative segregation is complete, and that regular reviews of the placement are completed and documented.	<p>The 2019 <i>Corrections Act</i> has detailed and best practice provisions for the oversight and use of administrative segregation.</p> <p>RFP is now complete to establish an independent investigations office that will provide unbiased oversight.</p> <p>Currently there are formal procedures in place as per our Corrections Directives, Standard Operating Procedures and also Warden's instructions. These procedures address in full, the monitoring, oversight and documentation required when a client is placed in administrative segregation (assessment). As well, the procedures detail the ongoing review process and the involvement of the institutional psychiatric nurse in all administrative segregation placements. All documentation from placement to ongoing reviews are placed into the Is client's file.</p>	Completed

<p>66</p>	<p>The Department of Justice should ensure that information on the use of administrative segregation is centrally located and accessible to facilitate oversight and reporting on administrative segregation in the facilities where it is being used.</p>	<p>The corrections division is developing a centralized electronic repository. Once in production, this site will serve as a centralized area for staff and oversight bodies to locate information and policy dealing specifically to the use of administrative segregation. The division is currently working with GN IM/IT on the launch of this site.</p> <p>All information items relating to formal procedures for administrative segregation are placed within the 'Unit Information Handbook' on our network drive and hard copies are also placed on the unit for staff's reference.</p>	<p>Completed</p>
<p>78</p>	<p>The Department of Justice should optimize the use of existing correctional facilities by reviewing and adjusting the use of existing facilities to better respond to housing and programming needs for male and female inmates. This should include inmates on remand as well as those serving sentences.</p>	<p>Corrections is actively monitoring the capacity of our facilities and whether they are being utilized effectively for the intended populations. A population management committee is being established to establish short and long term facility plans. The first meeting is scheduled for Dec, 2022.</p> <p>The Corrections Division has identified areas that can be adjusted with minimal impact to these populations, while maximizing operational and programming efficiencies. In the summer 2022 the Department undertook to swap the facilities housing female and youth clients. The youth facility was had more space than was required for its client count and the women's facility was running a capacity. The move resulted in a significant improvement for capacity for women while the youth still have adequate capacity for their client numbers.</p> <p>Corrections is currently also using new programming space at ACHF for clients at neighbouring facilities such as Young Offenders and Nunavut Women's Correctional Centre.</p>	<p>To be completed by end of March, 2023</p>

90	<p>The Department of Justice should develop and implement a comprehensive human resources plan that outlines the steps it will take to recruit and retain corrections staff for existing and future facilities. The plan should</p> <ul style="list-style-type: none"> • outline the staff and department needs to properly operate its facilities and support inmates • Include steps that the department, working with its partners, will take to remove barriers that prevent timely hiring of permanent staff 	<p>The Department of Justice has initiated discussions with the Department of Human Resources to develop a human resource plan for Corrections.</p> <p>The Department anticipates that the improved working conditions of Aaqqigiarvik Correctional Healing Facility will create a greater capacity for the recruitment and retention of Nunavut Inuit staff.</p>	To be completed by June, 2023
104	<p>The Department of Justice should ensure that the results of cell searches and fire drills are documented and that corrective actions are taken. It should also ensure that roles and responsibilities for responding to the results of annual fire inspections are clearly defined and that actions taken in response to these inspections are documented.</p>	<p>Corrections has created a single repository for the filing of documents pertaining to daily unit inspections, cell searches, and fire drills of facilities. As well, it is the Operations Manager who is responsible for reviewing these inspections/fire drill reports and any items for follow-up with the JOHS Committee.</p>	Completed
120	<p>The Department of Justice should complete assessments as soon as possible after admission to identify the programs and services required for each inmate's rehabilitation.</p>	<p>Corrections policy has been developed with clear expectations for the completion of clients' assessment on intake.</p>	Completed
124	<p>The Department of Justice should ensure that plans to guide an inmate's rehabilitation are completed for all inmates. The Department should also ensure that plans recommend rehabilitation programs to address the inmate's needs and include a release plan to assist in preparing the inmate for return to the community. Progress against the case plans should be documented and monitored, and adjustments should be made as necessary.</p>	<p>Case plans for clients are currently being completed, and include Risk Assessments, Social History, Needs Assessments, and Monthly Progress Reports and also include S.M.A.R.T. goals. The Needs Assessment allows clients and their caseworker to best determine which offered programming is best suited for each individual client. Case managers track and record all case plans and the progression of goals through weekly updates with the case management team and through Monthly Progress Report's with clients. As well, release planning begins upon intake and progresses</p>	Ongoing

		<p>towards a client's release to help prepare them for their eventual return to their home community.</p> <p>As well, to come in-line with the Canadian Prisons & Reformatories Act, the Corrections Division will be re-introducing monthly Remission Awards Panels (RAP), which will ensure that clients are attending all mandated programming. Failure to attend mandated programs will result in failure to earn monthly remission awards.</p>	
137	The Department of Justice should identify the needs and risks of its inmate population. It should provide inmates with adequate access to rehabilitative programming that reflects these needs and risks.	<p>The Department of Justice remains committed to developing culturally relevant programming strategy for Corrections.</p> <p>Corrections is working with our partners to expand available programming to meet all the needs of our clients.</p>	To be completed by Fall 2023
100	The Department of Justice should determine an acceptable level of overtime usage and, relying on available data, monitor and manage usage to achieve that goal.	<p>Management has taken on the task of identifying acceptable levels of overtime and working to limit its usage where applicable. As well, management is working to track overtime using scheduling data and monthly budget variance reports.</p> <p>Corrections has begun discussions with HR to develop a plan to alleviate low-staffing levels to further limit overtime in correctional facilities.</p>	To be completed end of May, 2023
102	The Department of Justice should ensure that staff members receive their mandatory training through the development and use of an effective system of tracking the training received by facility staff.	<p>The Corrections Division has implemented a new Pre-Deployment training program to ensure all staff had mandatory training before working in facilities.</p> <p>The newly implemented InTime scheduling software has a training feature that effectively tracks training, certifications and expiry dates.</p>	Completed

58	The Department of Justice should exercise oversight to ensure that facility management complies with its policies, directive, and operating procedures for inmate segregation and for searches of cells and rooms.	ACHF Standing Orders have been updated to reflect current correctional practices that are reflective of the restorative/rehabilitative approach to custody. RFP is now complete and a new corrections investigator has been hired.	Completed
59	The Department of Justice should analyze trends related to contraband, including the types of contraband and how it enters the facility.	Corrections has created a new contraband tracking form and repository for quick and easy access for management to review. As well, initial talks have been established with a vendor in order to be able to track trends through the use of these electronic forms. Discussions have begun with other provinces, territories and federal partners to collaborate and assist in developing a strategy around the implementation of an intelligence function and contraband-control strategy.	To be completed by Winter, 2023
66	The Department of Justice should work with the Department of Community and Government Services to ensure that corrective action is taken on all non-compliance issues identified in fire inspection reports and external reports.	The Corrections Division has met with CGS and Fire Marshal's office to ensure there is timely sharing of inspection reports and deficiency management. Parties have agreed to save & track all such reports on a shared repository, making it readily accessible with the ability to see what actions have been taken and what remains to be done. Corrections has created a single repository for the filing of documents pertaining to fire inspection reports. The Operations Manager is responsible for reviewing these fire inspection reports and any items for follow-up with the JOHS Committee or the office of the Fire Marshal.	Completed
87	The Department of Justice should ensure that facility management conducts emergency evacuation drills, as required. It should document	Standing Orders and a Directive are in place. All facility Wardens are responsible for insuring compliance of their individual Standing Orders.	Completed

	<p>these drills and take any corrective action necessary.</p>	<p>Emergency fire & evacuation drills are scheduled and tracked on the shared drive.</p> <p>Corrections has created a single repository for the filing of documents pertaining to Emergency evacuation drills. The Operations Manager is responsible for reviewing and overseeing these drills for follow-up with the JOHS Committee.</p>	
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5. What's the average length of stay for clients who are in remand?

- The average remand time for clients at Aaqqigiarvik Correctional Healing Facility is 179 days.

6. How many clients come into your system who either self-disclose or who medically indicate addictions to substances and specifically alcohol.

- From January 3rd to May 5th, 2022, there have been 100 intakes. A total of 12 intakes out of 100 indicated they are addicted to alcohol only. 85 intakes indicated they are addicted to alcohol AND other illicit substances.

7. What exact changes were made to the content of the anger management program, updated in 2020?

- On November 7th, 2019, the older Alternatives to Violence (ATV) was discontinued and replaced with a new program called The Hope Program. Whereas ATV had been in effect for over a decade and the VHS videos and material were dated was some of the deciding factors to the institution of a new program called HOPE.
- Hope covers a range of topics outlined below:
 - What are constructive and destructive responses to anger?
 - What are the physiological changes that take place when adrenaline and cortisol are present?
 - Anger as a secondary emotion and what is underneath it.
 - Triggers and trauma: Exploration and awareness of the underlying conflicts that trigger anger.
 - The arousal cycle – the physiology of anger.
 - The (inter)personal goal.
 - Relaxation, breathing, and meditation techniques.
 - The influence of gender on anger. What it means to be socialized as a men/woman.
 - The experience of abuse in the home.
 - Communication, including assertive communication.
 - Conflict resolution strategies.
 - What are healthy responses to stressors and coping mechanisms?
 - Healthy shame, compassion, vulnerability and apologizing.
 - Habits and anger management as a life decision.

Notably the HOPE program uses the latest practices and understanding of anger and its effects on the body, community, and social structure.

8. What is a rough percentage of bilingual staff in all facilities?

- Approximately 15% of staff in all facilities are receiving bilingual bonus.

9. What category of honoraria is typically used for elders working in the facilities?

- Here is a breakdown of how many Elders work in our facilities and how they are paid.
 - Isumaqsunngittukkuvik Young Offenders Facility: 2 Elders paid by Relief Employment Staffing Action
 - Kugluktuk Ilavut Centre: 2 Elders paid by Expense Vouchers
 - Uttaqivik (CRC): 1 Elder paid by Expense Vouchers
 - Nunavut Women's Correctional Centre: 1 Elder paid by Relief Employment Staffing Action
 - Rankin Inlet Healing Facility: 6 Elders paid by Expense Vouchers
 - Aaqqigiarvik Correctional Healing Facility: 5 Elders paid by Relief Employment Staffing Action.
- Elders may be asked to participate in special events, such as lighting of the Qulliq. Elder contractors for these events would set the rate for the event.

10. How many positions does the department currently have that focus on rehabilitation programming? How many positions are currently vacant for the rehabilitation programs?

- Corrections has multiple positions that are considered part of the rehabilitation team, these positions include:
Corrections Caseworkers, Community Corrections Officers, Deputy Wardens of Programing, Manager of Alternative Home and Camps, Land Program Officers, Town Crew Officer, Psychiatric Nurse, Recreation Officer, Institutional Instructor, Classification Office, Counselors, Case Workers, Program Co-Ordinator, Clinician, Life skills Officer.
- These various positions that make up the rehabilitation group total 173 positions. Of the 173, 50 are vacant and 47 of those vacant positions are being filled by Casual Staffing Action.

11. How much did the department spend on rehabilitation programs for the last 3 fiscal years?

- 2019-2020: \$964 187
- 2020-2021 \$207 461
- 2021-2022 \$307 702

Camps

- When the male clients have been sentenced and have reached their 1/6th date and they have requested to go to camps or they have been selected by the classification committee and approved by the camp contractor, they are sent to the camp.
- At the camp, clients are taught firsthand traditional skills and once they have developed a bond with the contractor, counselling and healing begins. We have had male clients comment “*so that is how a family life is supposed to be like*” and “*that is what it means to be a father*”; then they see what a healthy family setting is and what the father of the camp is showing his children and the clients what to do and basic parenting skills.
- In fiscal year 2019-2020, for three camp contracts, we spent \$322 542.
- In fiscal year 2020-2021, for two camp contracts, we spent \$107 250.95 (there were less clients, due to covid).
- In fiscal year 2021-2022, for two camp contracts, we spent \$105,092 (there were less clients, due to Covid-19).

Qikiqtani Industry Ltd. (QIL)

- QIL pre-trades training 2021-2022: \$27,460.
- This program is designed in a multi-phase approach that aims to provide an alternative to employers and trainees interested in gaining relevant skills in a structured training environment. The format, consisting of on-the-job training and learning from more experienced contractors, is a common way for general laborers to learn their job.

Vehicles and Equipment

- In the past three years, Corrections has spent \$214 000 on trucks, ATV's and snowmobiles to support our Land and Town Crew programs

Carving

- In the past three years, Corrections purchased \$30,000 of tools and equipment to support the inmate carving program.

Nunavut Healing and Learning Together for Healthy Communication Relationships (NUHALT)

- Apr. 1, 2019 - Mar.31, 2020: \$473,645.
- Apr. 1, 2020 - Mar. 31, 2021: \$24,751 Reduced due to COVID
- Apr. 1, 2021 - Mar. 31, 2022: \$157,610 Reduced due to COVID

- *Nunavut Healing and Learning Together for Healthy Communication and Relationships* is a series of 4-day intensive and interactive courses for correctional staff and clients developed by “CircleNorth Training” in collaboration with the directors of Nunavut Corrections. NUHALT provides both information and practical strategies and tools that have been used successfully in correctional, educational, organizational and business settings for decades around the globe. The training is delivered in three regions of Nunavut: Iqaluit, Rankin Inlet and Kugluktuk.

- NUHALT is aligned with traditional knowledge of Inuit Societal Values (ISV) and the guiding principles of Inuit Qajimajatunganit (IQ). NUHALT is unique because it is based upon an accurate scientific understanding of human behaviour, is trauma-informed and culturally sensitive. Participants learn respectful communications, effective problem solving, self-evaluation, responsible decision making and restorative practices. The overall goal is to develop healthy personal and professional communications and relationships starting first with staff role modelling the concepts and then transferring their knowledge and skillsets to clients.

12. How many violent incidents took place in all the facilities during the last three fiscal years?

- 2019-2020: 185
- 2020-2021: 211
- 2021-2022: 164

13. How many violent incidents involved clients harming staff or visitors?

- 2019-2020: 12 (assaults towards staff)
- 2020-2021: 48 (assaults towards staff)
- 2021-2022: 29 (assaults towards staff)
- There were no incident involving visitors.

14. As of today, how many job competitions to fill the vacant positions are underway (positions to be broken down by which levels they are at staffing i.e. job evaluation, ready for competition, etc.)?

Aagqigiarvik Correctional Healing Facility

- 4 Admission & Discharge officer positions - posted
- 1 institutional instructor – posted
- 2 Kitchen staff - Posted
- 14 Correctional Case workers – posted
- 2 Nursing Staff – Job Evaluation
- 2 Classification Officers – Job Evaluation

Nunavut Womens Correctional Centre

- Deputy Warden - Vacant – 05-14920 – Ready for competition - currently in the queue with staffing, pending housing approval.
- Correctional Caseworker I – Vacant - 05-02447 – With the Director, waiting for signature.

Uttaqivik (CRC)

- 2 Correctional Case Workers currently at job evaluation.

Community Corrections

- Rankin Inlet CCO position# 05-04507 will be interviewing candidates during the week of May 23rd.
- Baker Lake Position # 05-05183 was unsuccessful. We need to post it again, this time with housing.
- 05-03489 Manager Community Corrections – Currently being filled in an acting role.
- 05-04480 Regional Supervisor - North Baffin – waiting on housing. This position will soon be posted without housing, due to the length of time waiting for housing.
- 05-10332 CCO Igloolik – waiting on Human Resources to post position for competition.
- 05-13287 CCO Sanirajak – working on moving PY to another community with higher needs.
- 05-12928 CCO Sanikiluaq – waiting on office to be rebuilt before filling vacancy (office building collapsed and was destroyed).
- 05-10457 Regional Supervisor - South Baffin – at job evaluation.
- 05-13288 CCO Kinngait – waiting for Human Resources to post position for competition.

Rankin Inlet Healing Facility

- 2 correctional caseworkers

- 1 shift supervisor
- 1 institutional Nurse

*All 4 positions are at the job evaluation stage.

Kugluktuk Ilavut Centre

- 2 Correctional Caseworks - final stages of filling both positions.

15. The government most recent quarterly employment report indicates that the department employed approximately 215 relief workers, approximately 40 percent of whom were Inuit. How many relief workers are currently employed in each facility?

Facilities	Total relief staff	Inuit relief staff
<i>Nunavut Womens Correctional Centre</i>	14	3
<i>Isumaqsunngittukkuvik Young Offenders Facility</i>	19	7
<i>Rankin Inlet Healing Facility</i>	20	19
<i>Aaqqigiarvik Correctional Healing Facility</i>	78	7
<i>Uttaqivik CRC</i>	10	2
<i>Kugluktuk Ilavut Centre</i>	10	10
TOTAL	151	48

16. As of today, how many employees have accessed the services offered by Northern Counselling and Therapeutic Services?

- June 1, 2020, to March 31, 2021: 23 corrections employees accessed services from *Northern Counselling and Therapeutic Services*.
- April 1, 2021, to March 31, 2022: 37 corrections employees accessed services from *Northern Counselling and Therapeutic Services*.

17. In 2015, the department awarded a contract valued at \$172,144 to *AarluK Consulting* to undertake an organizational review of staffing. What specific actions were taken as a result of this review?

- The document was used to inform Justice business cases and future planning. The document provided support to acquire the intime scheduling software and was used to respond to the previous OAG report.

18. Please provide information about the application and effectiveness of the Child Abuse and Neglect Protocol Agreement:

According to the new protocol agreement, Community Justice is responsible for “providing support and information for victims going through the court system, including court preparation and/or accompaniment...”.

The majority of the work that Victim Services provides to victims involves providing support and information for victims going through the court system. On rare occasions, Community Justice Outreach Worker’s will assist when victim services support is unable to attend a community. Children and youth are also afforded the same assistance via Victim Services when needed. Starting April 1, 2021, one Victim Care Coordinator position was added in Cambridge Bay to increase capacity and better coverage for the Kitikmeot Region. Community Justice has been effective in assisting victims as it has a strong referral source from different organizations and training for staff on a frequent basis which includes community outreach. Victim Services has continued to fulfill its mandate which supports the implementation of the new Child Abuse and Neglect Protocol Agreement. The new Victim Services position in the Kitikmeot Region has also allowed for greater access and awareness of victim supports across the region.

Another piece of the protocol agreement states that the “RCMP shall notify Victim Services in all cases of child abuse/neglect”. The RCMP has been sending referrals to victim services whenever there is a child or youth abuse victim who needs assistance. The RCMP fill out the form and then Victim Services contacts the victims when consent is given. Victim services can also get referrals from other departments such as RCYO, Family Services or Mental Health however almost all the referrals Victim Services receives is from the RCMP. The referrals under this service are typically related to crime and when court assistance is needed.

Victim Services Statistics:

The following is a breakdown in percentage by region of the 116 children and youth who received services from Victim Services.

Regions	2018-2019	2019-2020	2020-2021
Qikiqtaaluk	43%	40.2%	21.4%
Kivalliq	28.5%	53.6%	57.2%
Kitikmeot	28.5%	6.2%	21.4%

Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Supervisor	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Correctional Supervisor	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Cultural Advisor - Community Liaison Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Cultural Advisor- Community Liaison Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Deputy Warden of Programs	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Facility Staffing & Administration Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Cook	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Cook	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Cook	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Instructor	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Nurse	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Nurse	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Institutional Nurse	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Maintenance Crew Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Manager, Health Services	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Medical Records Clerk	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Recreation Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Recreation Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Stores Purchasing Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Community Correction Officer	Kivalliq	Arviat	JUS Community Corrections, Arviat
Community Correction Officer	Kivalliq	Baker Lake	JUS Community Corrections, Baker Lake
Community Corrections Officer	Baffin	Kinngait	JUS Community Corrections, Kinngait
Community Corrections Officer	Baffin	Sanikiluaq	JUS Community Corrections, Sanikiluaq
Community Corrections Officer	Baffin	Sanirajak	JUS Community Corrections, Sanirajak
Community Correction Officer	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Corrections Training and Development Manager	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Land Program Officer	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Manager Capital and Special Projects	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Regional Supervisor Community Corrections	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Case Worker	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
Case Worker	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
Case Worker	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
Case Worker	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
Program Officer	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
Assistant Deputy Warden Operations	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Correctional Supervisor of Operations	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Institutional Cook	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Institutional Nurse	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Program/Counselor Facilitator	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Community Correction Officer	Baffin	Pond Inlet	JUS Corrections & Community Justice, Qikiqtaaluk
Senior Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsunnittukkuvik Young Offenders Facility
Senior Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsunnittukkuvik Young Offenders Facility
Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsunnittukkuvik Young Offenders Facility

Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility		
Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility		
Youth Officer II	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility		
Youth Officer II	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility		
Correctional Caseworker 1	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center		
Correctional Caseworker I	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center		
Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center		
Deputy Warden Operations and Programs	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center		
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)		
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)		
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)		
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)		
Deputy Warden Operations & Programs	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)		
Case Manager	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTING
Classification Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTING
Program Coordinator	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTING
Community Correction Officer	Baffin	Igloolik	JUS Community Corrections, Igloolik	N-No	ACTING
Correctional Training Officer	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	ACTING
Correctional Training Officer	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	ACTING
Deputy Director Corrections	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	ACTING
Manager, Community Corrections	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	ACTING
Systems Manager (COMS)	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	ACTING
Assistant Deputy Warden Operations	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	N-No	ACTING
Correctional Supervisor of Operations	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	ACTING
Deputy Warden, Operations	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	ACTING
Food Services Manager	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	ACTING
Warden, Rankin Inlet Healing Facility	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	ACTING
Regional Supervisor Community Corrections	Baffin	Pond Inlet	JUS Corrections & Community Justice, Qikiqtaaluk	N-No	ACTING
Case Program Manager	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	Y-Yes	ACTING
Manager, Young Offenders Facility	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	N-No	ACTING
Senior Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	Y-Yes	ACTING
Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	Y-Yes	ACTING
Warden, Uttaqivik Community Residential Centre	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)	N-No	ACTING
Assistant Deputy Warden Operations	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTING/TRANSFER
Assistant Deputy Warden Operations	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTING/TRANSFER
Warden, Aqqigiarvik Correctional Healing Facility	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTING/TRANSFER
Admission & Discharge Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Admission & Discharge Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Admission & Discharge Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Cashier/Financial Clerk	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Correctional Supervisor	Iqaluit	Iqaluit	JUS Baffin Correctional Center	Y-Yes	ACTIVE
Corrections Psychiatric Nurse	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Food Services Manager	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE
Institutional Cook	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	ACTIVE

Mental Health Wellness Clinician	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	N-No	ACTIVE
Senior Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	Y-Yes	ACTIVE
Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	Y-Yes	ACTIVE
Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	Y-Yes	ACTIVE
Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	N-No	ACTIVE
Correctional Caseworker I	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	Y-Yes	ACTIVE
Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	N-No	ACTIVE
Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	N-No	ACTIVE
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)	Y-Yes	ACTIVE
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)	N-No	ACTIVE
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)	N-No	ACTIVE
Case Worker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)	Y-Yes	ACTIVE
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	LEAVE
Life Skills Officer II	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility	N-No	LEAVE
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	EDUCATION
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	EDUCATION
Finance Officer	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	EDUCATION
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	N-No	JOB SHARE ON
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	LWOP
Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	LWOP
Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	LWOP
Correctional Supervisor	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	LWOP
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	N-No	LWOP
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	N-No	LWOP
Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	LWOP
Correctional Caseworker 1	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	Y-Yes	LEAVE
Assistant Deputy Warden Operations	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	TRANSFER ASSIGN
Deputy Warden of Operations	Iqaluit	Iqaluit	JUS Baffin Correctional Center	N-No	TRANSFER ASSIGN
Director, Corrections	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	TRANSFER ASSIGN
Project Coordinator - Guns & Gangs	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit	N-No	TRANSFER ASSIGN
Finance Officer	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	TRANSFER ASSIGN
Program Counselor/Facilitator	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq	Y-Yes	TRANSFER ASSIGN
Assistant Deputy Minister - Public Safety	Iqaluit	Iqaluit	JUS Directorate	N-No	TRANSFER ASSIGN
Warden, Nunavut Women's Correctional Centre	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center	N-No	TRANSFER ASSIGN

Corrections Casual Positions

NU Inuit	Assignment Title	Region	Community	Department Description
N-No	Casual NEU - Classification Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Caseworker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)
N-No	Casual NEU - Caseworker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)
Y-Yes	NEU CAS - Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
N-No	Casual NEU - Caseworker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)
Y-Yes	Casual NEU - Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Y-Yes	Casual NEU - Community Corrections Officer	Kivalliq	Arviat	JUS Community Corrections, Arviat
Y-Yes	Casual NEU - Correction Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Y-Yes	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Y-Yes	Casual NEU - Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
N-No	Casual NEU - Caseworker	Iqaluit	Iqaluit	JUS Uttaqivik (Community Residential Centre)
N-No	Casual NEU - Correctional Supervisor	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Y-Yes	Casual NEU - Program Officer	Kitikmeot	Kugluktuk	JUS Corrections & Community Justice, Kitikmeot
N-No	Casual NEU - Youth Officer	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual Excluded - DW Operations & Programs	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Institutional Cook	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
Y-Yes	Casual NEU - Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Institutional Nurse	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Recreational Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Community Corrections Officer	Baffin	Kinngait	JUS Corrections & Community Justice, Qikiqtaaluk
N-No	Casual Excluded - Manager Capital and Special Projects	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
Y-Yes	Casual NEU - Youth Officer II	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility
N-No	Casual NEU - Correctional Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Recreational Officer	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Y-Yes	Casual NEU - Correctional Caseworker	Kivalliq	Rankin Inlet	JUS Corrections & Community Justice, Kivalliq
N-No	Casual NEU - Correctional Caseworker II	Iqaluit	Iqaluit	JUS Nunavut Women Correction Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Y-Yes	Casual NEU - Youth Officer I	Iqaluit	Iqaluit	JUS Isumaqsungittukkuvik Young Offenders Facility
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
Y-Yes	Casual NEU - Community Corrections Officer	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual NEU - Correctional Caseworker	Iqaluit	Iqaluit	JUS Baffin Correctional Center
N-No	Casual Excluded - Administrative Assistant	Iqaluit	Iqaluit	JUS Corrections & Community Justice, Iqaluit



Government of Nunavut Request for Proposals

RFP # 2022-42 Chief Investigation Officer - Corrections

ISSUE DATE – 15 July 2022

CLOSING DATE – 17 August 2022



Request for Proposals (RFP)

The Government of Nunavut (GN) department of Community and Government Services, on behalf of the Department of Justice, is issuing this Request for Proposals (RFP) and is seeking proposals from a qualified firm and or individuals for the purposes of providing Chief Investigation Officer services for Iqaluit, Nunavut as further outlined in this RFP document. From this RFP process, we will be awarding the Title of Chief Investigation Officer to one qualified individual.

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 quoting “**RFP 2022-42 Chief Investigation Officer, Iqaluit Nunavut**”, closing date and proponent’s name must be received electronically via the Nunavut Tenders Bid Box, in accordance with these Instructions to Proponents on or before **17 August 2022 at 16:00hrs (4:00 PM) Local Time at Iqaluit, Nunavut** at:

Department of Community and Government Services Government of Nunavut Attention: Malcolm Guri, Technical Procurement Officer Iqaluit, Nunavut X0A 0H0 Electronically: via the Nunavut Tenders Bid Box.

 - a) Proposals received after the exact time and date noted above will be considered late and will be rejected.
 - b) Submitting by hand delivery is not permitted for this RFP
 - c) If submitting electronically, refer to clause 3 below.
 - d) Submitting by fax, is not permitted for this RFP.
 - e) After the closing time, and subject to the Access to Information and GN reporting provisions contained herein, only the names and addresses of the proponents will be made public.
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 e-mailed contrary to clause 6 below; or

c) is delivered to any building address or fax number;

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.
- a) Proponents are hereby advised that registering to upload a proposal submission file is different from that of registering to download the RFP document. Proponents have to register online again so that they can submit their proposal. The proposal submission does not have to be uploaded by the original email/registration that was used on the website to download the file. Proponents are hereby instructed to test the registration process well in advance of the closing date and time to make sure that they will be able to upload their proposal without issue. The Bid Box closes and locks at the exact date and time set for closing. Late proposals for any reason whatsoever will not be accepted.

Failure to comply with any of the foregoing provisions may result in disqualification of the proposal.

For electronic submissions, the file size restrictions are up to a **maximum of 100 Megabytes**

4. **FAX SUBMISSIONS:** Submitting by fax, is not permitted for this RFP
5. 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.
6. 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 Regulations) applies to this Request for Proposals.
- a) To maximize incentives available under the NNI Regulations, 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 Regulations. Failure to provide complete business names **will also** result in a denial of adjustments.
- c) Proponents can obtain information about the NNI Regulations from the GN’s NNI Secretariat at 1 – 888 – 975 – 5999. A copy of the NNI Regulations 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/>. The registry of approved Inuit Firms can be accessed on the internet at the website <http://www.inuitfirm.com/public/search.php>.
- d) **The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Regulations 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 Regulations 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.9 of the NNI Regulations within five (5) business days of receiving notice of a contract award.

7. 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.
8. 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 36 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.
9. Proponents are encouraged to submit enquiries and seek clarifications to the RFP document prior to the stated closing date and time. All questions, enquiries or any other communications concerning this RFP should be in writing and faxed or e-mailed to:
Malcolm Guri, Procurement Officer Phone: (867) 975-5486 e-mail: mguri@gov.nu.ca
 - a) Responses to any communication made by a GN employee other than the contact person identified herein should not be relied on and cannot be guaranteed.
 - b) 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.
 - c) A response to any enquiry received later than five (5) calendar days prior to the proposal closing deadline cannot be guaranteed.
 - d) Proponents acknowledge that not all enquiries necessarily warrant a response; therefore a response to every enquiry received pertaining to this RFP shall not be guaranteed. The RFP Authority reserves the exclusive right to determine whether an enquiry warrants a response or will result in an addendum.
10. A Proponent seeking modifications to the Agreement terms must specifically request those changes in writing well in advance of the closing date and time, and the GN may respond by way of addendum. Amendments to the Contract will not be considered after the closing deadline or after acceptance of a proposal.
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.
 - a) Failure to provide information sufficient to satisfy the requirements of this RFP may result in the Bidder bid being deemed 'Not Responsible' and disqualified from further consideration.
 - b) 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. Proponents who have never done similar work for the GN should provide references for the purposes of verifying the proponent's satisfactory performance of work done for other customers.

- c) Any written information received by the GN from a Proponent in response to a request for clarification from the GN shall be considered as an integral part of the Proponent's Proposal. Notwithstanding the generality of the foregoing, a Proponent may not amend or otherwise repair its Proposal as a result of a request for clarification, or otherwise construe the request for clarification as an invitation to negotiate.
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 Regulations 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 not receive a bid adjustment pursuant to the NNI Regulations, 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 awarded as a result of this RFP, it will 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 paragraphs 8 above and 23 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. Proponents are cautioned to thoroughly review the Contract to ensure, before incurring the expense of proposal preparation and submission that the proponent is capable of meeting the terms and conditions set out in the Contract.
- a) Proponents should familiarize themselves with the insurance requirements set out in the Contract, and take the cost of those insurances into account in making their proposal.
22. 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.
23. 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.

24. If a contract is awarded as a result of this RFP, it 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 Safety and 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.
- a) If you are a new business in Nunavut, you will be required to register your business with the Workers Safety and Compensation Commission (WSCC) prior to undertaking any work or services in Nunavut. For greater clarity, the Nunavut does not have any reciprocity agreements with other provincial and territorial workers safety and compensation commissions. The GN may check with the WSCC prior to awarding a contract to ensure that the successful proponent is in compliance with the Workers Compensation Act. For more information, please call Employer Services at (867) 979-8500 or toll free at 1 877 404 4407 or visit the [Registering A Business](http://www.wscc.nt.ca/Pages/default.aspx) page on the website: <http://www.wscc.nt.ca/Pages/default.aspx>
 - b) If you are a new business in Nunavut, you will be required to comply with the Business Corporations Act and other applicable legislation governing the conducting of business in Nunavut. The GN will check with its Corporate Registries branch in the Department of Justice, prior to the awarding of a contract, to ensure that the successful proponent is in compliance with the legislation. It will be a condition of contract award, that the successful proponent register its business with the GN's Department of Justice's Legal Registries Division prior to undertaking an work or services in Nunavut. For more information, call (867) 975 – 6590; e-mail <mailto:Legal.Registries@gov.nu.ca>; or visit the Corporate Registries website at: http://nunavutlegalregistries.ca/cr_index_en.shtml
 - c) All engineers, geoscientists and firms practising in the Northwest Territories and Nunavut are required to be licensed by NAPEG in adherence to the Acts of Northwest Territories and Nunavut. NAPEG does not have a category of registration for a limited licence or temporary licence or provisional licence. Accordingly, if you are not already a registered Permit Holder with the NAPEG, upon entering into a contract with the GN, you will be required to register, or show proof of registration and good standing with this Association. More information is available at the website: <http://www.napeg.nt.ca/registration>
 - d) Nunavut imposes payroll taxes on gross remuneration of all employees who work in Nunavut. For more information on Nunavut's unique Payroll Tax, e-mail the Department of Finance Taxation Division at payrolltax@gov.nu.ca, or visit the website: http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax_payroll
25. In the event of any inconsistency between this RFP and any ensuing contract, the contract shall govern.
26. 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.**
27. 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;

Terms of Reference

The Government of Nunavut (GN) Department of Justice, Corrections Branch is responsible to provide a correctional system that promotes healing and provides appropriate security and management for staff and clients within Nunavut. It is responsible for adult and youth institutional services, probation, and aftercare. It provides a range of services including custodial care, health care, mental health and rehabilitative services, and support for community reintegration.

The Department of Justice currently requires an individual with relevant senior level qualifications and experience to fill the role of Chief Investigation Officer.

For clarity, the role of Chief Investigation Officer must be fulfilled by a single person (the Key Individual) throughout the term of the Agreement. It is expected that the Key Individual will remain unchanged throughout the term of the Agreement, subject to section 2.12 of the Services Contract.

The Chief Investigations Officer is an on call as and when needed position and is not intended to be a full-time commitment. Workload will fluctuate and will depend on caseload and the necessity for investigations.

To ensure the investigation office's independence, this position will not be a member of the public service.

The Chief Investigations Officer is a compliance position with legislated duties under the new *Corrections Act*. The main role is to ensure that decisions made by corrections staff meet the standards set by the *Corrections Act* and to investigate incidents and grievances.

The new position is necessary for the new *Corrections Act* to come into force. The Chief Investigations Officer has legal duties under this *Act* that cannot be performed by anyone else.

Under the *Corrections Act* the Chief Investigations Officer is responsible for the following legislated decisions:

1. Review of Disciplinary Decisions;
2. Appeal of Administrative Segregation placements; and
3. Review of inmate grievances.

In order to fulfill these duties, the Chief Investigations Officer should be available on short notice to commence Investigations in order to provide a response within the timelines outlined in the *Act*. The Investigations Officer may be called to work after normal working hours as required by the workload of the office.

The Chief Investigations Officer will also have a compliance role to investigate and ensure staff at correctional facilities are following corrections procedures and practises and that necessary inspections and reviews are being undertaken.

Term: The Minister of Justice will recommend that the successful proponent be appointed to the position of Investigations Officer for a five (5) year term, as set out in section 39 of the *Corrections Act*. The term of this contract will run concurrently with this appointment and will have a term of (5) years. The GN may renew this contract for an additional five (5) year term subject to the Investigation Officer's re-appointment by the Commissioner in Executive Council. The GN may terminate the contract for cause or incapacity. The successful proponent may resign upon the provision of thirty (30) days' written notice. The desired resource would be one (1) Senior Level Professional that would be located in Iqaluit for the entire period. Proponents can assume that services would be provided, on an as and when needed basis with varied hours depending on need. The proponent is free to work from their own workspace but the Department can provide a workstation as needed.

Flights, accommodations, and meals can be reimbursed or covered up front by the Department. Per diem rates will be those outlined in the GN's current Duty Travel rates.

The proponent is asked to provide an hourly or daily rate for services as well as a specific rate for travel time.

COVID-19 requirements:

Proponents are advised that Department of Justice is required to adhere to any current public health mandates or guidelines as issued by Nunavut’s Chief Public Health Officer. Successful Proponents may be subject to isolation protocols and are expected to comply with Nunavut public health guidelines.

Scope of Work

Contract Admin Requirements: contract terms, key milestones and deliverables

Proponents should be aware that the *Corrections Act* as referred to in the terms of reference in this RFP document may be found at the following link:

<https://www.nunavutlegislation.ca/en/media/439>

In accordance with the new *Corrections Act*, the Chief Investigations Office operates as an independent agency reporting administratively to the Assistant Deputy Minister of Justice.

The Chief Investigations Officer will be responsible for exercising the powers and duties provided to this office under the new *Corrections Act*.

The position will ensure that there is independent review of decisions made by the Corrections Division and grievances filed by corrections inmates.

The Chief Investigations Officer may also be called upon to provide instruction, guidance, and supervisions to a Deputy Investigations Officer as well as any supports, legal counsel, or other experts the Chief Investigation Officer deems necessary to carry out an Investigation.

Given the technical nature of the work being done, and the familiarity that will be required in correctional best practices, government statutes and international and national human rights, the successful applicant will need to have specialized skills and knowledge in administrative law and / or correction practises.

Qualifications Requirements:

Typically, the knowledge, skills and abilities are attained through completion of University degree in a relevant discipline and five years of practical experience working in a custody or law enforcement setting, including a minimum of two (2) years' supervisory experience. A combination of education and experience may be considered.

- i. Demonstrated experience in conducting investigations. Previous experience conducting oversight investigations preferred;
- ii. Experience working with confidential and sensitive issues;
- iii. The incumbent must have or be eligible to receive a statutory appointment as an Investigations Officer in order to perform duties of this position; and
- iv. The ability to communicate in more than one of Nunavut 's official languages is an asset.

Knowledge, Skills and Abilities:

Contextual Knowledge requirement:

Extensive knowledge of the *Corrections Act*, Corrections Act Regulations, and Corrections Directives, policies and standard operating procedures to ensure compliance and provide recommendations on their proper implementation and use.

- a) Knowledge of relevant legislation, relevant regulations, and investigative procedures, best practices and policies;
- b) Expertise in technical and analytical report writing;
- c) Expertise in being a spokesperson for an organization and dealing with members of the media;
- d) Knowledge of administrative law and the requirements on the government during an administrative law procedure;
- e) Theories, principles and practices of policy and program development and evaluation;
- f) Knowledge of communication techniques;
- g) Knowledge, understanding, and respect of diverse cultures and communities to promote an effective balance between legal and cultural needs in the drafting of recommendations related to reviews and investigations; and
- h) Proven knowledge of and ability to use computers, software and computerized office equipment.

Skills and Abilities:

- i. Proven ability to direct and conduct investigations into complex topics;
- ii. Ability to identify issues and weigh facts to draw supportable and appropriate conclusions;
- iii. Expertise and analytical investigational skills to review corrections decision making and determine if the decision was made fairly;
- iv. Strong evaluation, analytical, problem-solving and decision-making skills;
- v. Ability to interpret corrections incident reports and the jargon and lingo used in corrections and law enforcement;
- vi. Managerial skills consistent with the need to provide sound leadership and to manage the program within the assigned budget;
- vii. Ability to remain calm and professional in unpleasant and stressful situations;
- viii. Experience with administrative law and administrative tribunals;
- ix. Ability to manage conflict and interpersonal relationships with professionalism and without escalating tense situations;
- x. Strong interpersonal and communication skills to deal with corrections officials, RCMP and distraught and emotional individuals; and
- xi. Excellent delegation, organization and time management skills in order to manage a diverse workload, conflicting demands for attention, and unexpected changes in priorities and assignments.

Program Manager and Contract Authority

Contracts resulting from this RFP will be managed by the Assistant Deputy Minister, Public Safety, Department of Justice. A name, title and contact information will be provided upon contract award(s).

Proposal Evaluation

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 responsive and will not be evaluated.

Evaluation Criteria

The evaluation team will utilize the following criteria to evaluate each proposal. Points awarded will be consistent with the Points Rating Legend on the Proposal Rating Schedule.

Each proposal will be evaluated using the following criteria:

- 20% **Expertise of the individual, formal training and education, resources available, resume, qualifications**
- 20% **Past similar work experience in similar working environments, (Inuit and Northern populations)**
- 25% **Methodology including comprehensive project approach, fulfilling the responsibilities as outlined in the Scope of Work, scheduling, working with others, IQ principals, back-up plan for holiday or sick coverage**
- 15% **Fees and Expenses (NNI adjusted for Nunavut, Inuit and Local Content prior to rating)**
- 20% **Inuit Employment**

Nunavummi Nangminiqactunik Ikajuuti (NNI Regulations)

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 Regulations 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 Regulations 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 Regulations 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 not receive a bid adjustment pursuant to the NNI Regulations, it can adjust the evaluation and scoring of a proposal accordingly.***

Proposal Response Guidelines

The following are guidelines meant to assist proponents in responding to this RFP and will be utilized in evaluating each submission. They are not meant to limit or restrict proposals.

Proponents should take care to comply with any mandatory proposal requirements set out herein. Mandatory proposal requirements are preceded by terms such as “proponents must”, “proponents shall” or “proponents will”.

Note: Mandatory proposal requirements are not the same thing as **contractual obligations**. A contractual obligation is something that must be done under the contract that is expected to result from this RFP. Proposals will not be rejected for failing to demonstrate compliance with contractual obligations. Contractual obligations are identified by terms such as “consultant must”, “consultant is required to”, “consultant shall”, etc.

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.

It is expected that the proposed team will have a combination of the following:

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.

Detailed Project Budget/Fees & Expenses

Proponents should note that the financial submissions should be based on a 37.5-hour work week and typically based around the GN workday (8:30 to 5 Monday-Friday) but ultimately the Contractor gets to set their own hours.

Proponents must/should (depending on Terms of Reference & Scope of Work):

- a) Provide a detailed cost breakdown showing all work components and costs associated with delivering the project. Each component should be itemized and priced separately with a Grand Total or Lump Sum of all components and expenses. It is expected the detailed budget will include, but not necessarily be limited to least the following items:
 - nature of work and costs associated with the proponent's direct involvement in the project;
 - nature of work and costs associated with each team member's involvement in the project;
 - nature of goods and costs associated with each supplier involved in the project;
 - nature of services and costs associated with each sub-consultant involved in the project;
 - cost estimates and pertinent details associated with travel, including travel agency, airlines and hotels and number of travel days;
 - for persons travelling, identify the travelers, their points of departure and arrival, duration of trip, airfare, accommodations and estimated field expenses. Provide the name of the hotel, airline or travel agency for greater opportunity to maximize any permissible NNI Regulations pricing adjustments.

Proponents should:

- a) Submit a billing cycle. It is preferred that invoices will only be issued as specific tasks are completed. The GN's Financial Administration Manual provides for payments terms of net thirty (30) days or net twenty (20) days for an NNI registered Nunavut Business.

- b) Provide a list of hourly rates for each team member in the event additional services may be required. For greater certainty, additional work must be specifically requested and approved by the GN Project Authority and itemized with associated additional costs within a written contract change order.
- c) Additional Services: The proponent should include hourly rates for project team members' time if required to provide additional services over and above those provided in the proposal. Note that additional services will only be authorized in writing by the CGS contract manager on request of a written quotation, and if acceptable, the contract will be amended accordingly in writing.

Clearly identified cost components will be adjusted in accordance with the NNI Regulations for the amount of work to be done by Inuit and Nunavut businesses and for the amount of work to be done by Inuit and Nunavut Residents. In order to receive these adjustments, proponents must complete the NNI Incentives Application Form and submit it with their proposal. Failure to do so will result in a denial of any adjustments permitted by the NNI Regulations.

Pricing must be stated in actual dollars and cents expressed in Canadian funds. The GN will pay the Goods and Services Tax (GST); however, do not include GST in your proposed pricing.

It should be noted that the GN will not provide an advance payment to any proponent upon the signing of a contract; therefore requests for such an advance will be denied and the contract will reflect same.

See the attached Appendix A, Price Ratio Model which illustrates how the score for best price or lowest price is scored compared to other higher scores.

Inuit Content

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA) and the NNI Regulations, 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. For example, 8% would be 0.8 points, and 32% would be 3.2.

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
- 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.

The following is provided for proposal evaluators to apply in 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: _____ **E-MAIL ADDRESS:** _____

AUTHORIZED SIGNATURE(S): _____

The Proponent is a Nunavut Business as defined in the NNI Regulations and is registered with the NNI Secretariat and listed in the NNI Registry with the following Registration Number: _____

The Proponent is an Inuit Firm as defined in the NNI Regulations and is registered with NTI and included in the Inuit Firms Registry with the following IFR Registration Number: _____

OTHER:

- NUNAVUT WORKERS SAFETY & COMPENSATION COVERAGE
- INSURANCE AS PER CONTRACT CONDITIONS
- REGISTERED FOR NUNAVUT PAYROLL TAX
- LOCAL BUSINESS LICENSE

Appendix A – Price Ration Model

This method establishes BEST PRICE first, then determines BEST PRICE based on a ratio from the 10/10 result.

The Lowest Price is given 10 out of 10 points on the points rating legend. All other prices are awarded points in direct ratio to the lowest price. To do this, we need to find the ratio.

Step 1: Add all the prices together to find the common denominator.

Lowest Priced Proposal:	\$242,535.00
2nd Lowest Priced Proposal:	<u>\$408,467.90</u>
	\$651,002.90

The common denominator is \$651,002.90.

Step 2: Divide the lowest price by the common denominator to establish a ratio constant.

<u>\$242,535.00</u>
\$651,002.90

= 0.37

Step 3: Solve for X to establish a ratio with best price equalling 10.

X	=	10 (Best Price Score)
0.37		1

= 3.7 (This is the ratio).

Once the ratio is found, then proceed to rate the rest of the scores by first dividing the next lowest price by the common denominator, and then dividing the ratio by the result.

Here is the formula: Ratio ÷ (Next Lowest Price ÷ Common Denominator) 3.7

/ (408,467.90 / 651,002.90)

Or 3.7 / 6.3

= 0.587 (or 6 when rounded up)

NNI Incentives Application Form

The following information **MUST** be provided by proponents wishing to receive any pricing adjustments permitted under the NNI Regulations. 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 NNI and NTI Registries to verify the status of sub-consultants and suppliers. **If the GN determines that a proposal should not receive a bid adjustment pursuant to the NNI Regulations, 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 (5%)	Inuit (15%)	Local (5%)	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 (5%)	Inuit (5%-15%)	Local (5%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
Total Goods & Services (excluding labour)	\$				
Inuit Goods & Services (including labour)	\$				
Total Proposal Value	\$				
<p> <i>Note: Update the highlighted part of this box depending on if the contract is for a specific community or communities, or if the contract is for all of Nunavut</i> ✗ <i>Note: This information is required in order to apply NNI adjustments. Note: For the purposes of this RFP, the Subject Community is "-----". OR For the purposes of this RFP, the Subject Community is "Nunavut"; therefore, the Local adjustment will apply to any registered Nunavut or Inuit firm that is located in Nunavut.</i> Instructions for completing this form are on the following page.</p> <p style="text-align: center;">If more space is needed, reuse this form.</p>					

NNI Adjustment Application Form Instructions

The following guidelines are given to assist proponents in applying for NNI adjustments. The Evaluation Committee will use the information provided to apply any pricing adjustments the proposal may be entitled to under the NNI Regulations. The websites will be used to verify the information provided. Refer to the Instructions to Proponents clause 6 for NNI and NTI Website addresses. An Example is provided following these instructions to demonstrate to proponents how to complete the NNI Incentives Application Form and how the NNI Regulations is applied in the proposal evaluation.

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 are not Inuit and don't live in Nunavut doesn't qualify for any adjustment; however, it still must be included in the form. The portion of payroll dollars for the work that will be done by Nunavut Residents qualifies for the Nunavut adjustment (5%). If the Nunavut Residents are also local to the benefiting community, then they qualify for the additional Local adjustment (5%). If the Local Nunavut Residents are also Inuit, they qualify for a 25% adjustment (5% for Nunavut, plus 5% for Local and 15% for Inuit). Inuit employees who are not located in Nunavut qualify for the Inuit adjustment (15%), but not Nunavut and Local. If the Inuit employees are Nunavut Residents, but not located in the benefiting community, they qualify for the Inuit and Nunavut adjustments, but not the Local adjustment (20%).

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 listed on the NNI Secretariat's Nunavut Business Registry, then they will get the Nunavut adjustment (5%). If they are listed in the NTI Inuit Firms database, then they will get the Inuit Firm adjustment (5%-15%, depending on their percentage of ownership). 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 (5%). If the company is not on either the NNI or NTI List, it does not qualify for a bid adjustment of any kind. If a company name is not provided, bid adjustments are not provided.

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 websites to verify that the company named in the form is actually registered and eligible for adjustments. Adjustments will be given according to the company's 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, but the Inuit adjustment will be denied.

NOTE: If the proponent does not indicate a status in a checkbox, the Evaluation Committee will not allow adjustments even if it finds a company on a list. 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 company they propose in carrying out the work. Proponents should also ensure that their own information is up to date. Inuit Firm and Nunavut Business directory registration numbers can also be used instead of actual business names. Where there is a discrepancy between the company named in the proposal and the company name on the websites, the website names and registration numbers shall govern.

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.

NNI EXAMPLE: Services, (i.e., Consulting, Research & Report Writing, etc.) RFP Processes

This scenario is for a solution of Services where a small amount of goods may be required to deliver the service; however, the amount of goods is not substantial. 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. Three companies submitted bids.

Note: In this example, after the word Inuit in the NNI Status column, there is a number (1, 2 or 3). This identifies if the Inuit firm is in the First, Second or Third category of Inuit ownership status and the corresponding adjustments of 5%, 10% or 15%. (For Inuit labour the adjustment is automatically the full 15%. No numbers are required).

Note: In this example the numbers in smaller font in front of each line item correspond with the information in the NNI Application Forms or adjustment tables that follow. This is done so that we can see where the numbers originate and how the adjustments are applied.

Step 1: Determine Allowable NNI Adjustments

<u>Company A</u>	<u>Nunavut, Local</u>		
<u>Line Item</u>	<u>NNI Status</u>	<u>Bid Prices</u>	<u>Allowable Adjustments</u>
1 'Own Forces' Labour	Nunavut, Local	\$ 25,000	10% (Non Inuit)
2 'Own Forces' Labour	Inuit, Local, Nunavut	\$ 20,000	25% (Local Inuit) ²
4 'Own Forces' Admin	Nunavut, Local	\$ 25,000	10%
5 Sub-Contractor	Not-Inuit, Not-Nunavut	\$ 30,000	0% (Alberta)
3 Sub-Contractor's Labour	Other	\$ 10,000	0% (Alberta)
Total Bid Price of Company A		\$ 110,000	

<u>Company B</u>	<u>Nunavut, Inuit (3) & Local</u>		
<u>Line Item</u>	<u>NNI Status</u>	<u>Bid Prices</u>	<u>Allowable Adjustments</u>
1 'Own Forces' Labour	Nunavut, Local	\$ 40,000	10% (Non Inuit)
3 'Own Forces' Admin	Nunavut, Inuit (3), Local	\$ 20,000	25% (Local Inuit)
4 Sub-Contractor	Other	\$ 30,000	0% (Ontario)
2 Sub-Contractor's Labour	Other	\$ 10,000	0% (Ontario)
Total Bid Price of Company B		\$ 100,000	

<u>Company C</u>	<u>Inuit (1), Local</u>		
<u>Line Item</u>	<u>NNI Status</u>	<u>Bid Prices</u>	<u>Allowable Adjustments</u>
1 'Own Forces' Labour	Inuit, Local	\$ 30,000	25% (Local Inuit)
2 'Own Forces' Labour	Nunavut, Local	\$ 10,000	10% (Non Inuit)
4 'Own Forces' Admin	Inuit (1), Local	\$ 10,000	10%
5 Sub-Contractor	Inuit (3), Nunavut, Local	\$ 40,000	25%
3 Sub-Contractor's Labour	Inuit (3), Local, Nunavut	\$ 25,000	25% (Local Inuit)
Total Bid Price of Company C		\$ 115,000	

NNI Example Cont'd:

Step 2: Calculate Allowable NNI Adjustments to Determine NNI Adjusted Bid Price

Company A (Nunavut, Local): Total Unadjusted Price of Contract **A. \$ 110,000.00**

¹ Minor, subsidiary, supporting.

² Local Inuit are Nunavummiut

I. Value of Labour / Work to be completed by the Contractor or Sub-Contractors. Bidder must have provided name(s), residency and dollar values for existing worker(s) in their bid where workers exist. Where the labour force is not yet hired, bidders must identify the dollar values for workers by status category. To calculate the adjustments multiply the Value of Labour by the Total Adjustment Percentage factor.

Labour/Payroll Breakdown Table							
Worker Name & Residency or Role on the Team	Value of Labour (\$)	Nunavut Resident 5%	Inuit 15%	Local 5%	Other 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
1 Company A Labour is Nunavut & Local	\$25,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 2,500
2 Company A also has Local Inuit Labour <i>Local Inuit are considered Nunavummiut</i>	\$20,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 5,000
3 Sub-Contractor's Labour <i>(not Inuit or Nunavut)</i>	\$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Labour

B. \$ 7,500

II. 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.

Fees/Price Breakdown (Subcontractors)							
Contractor Name & Location and Line Item Sub-Total	Value of Services (\$)	Nunavut Businesses 5%	Inuit Firm 5,10, or 15%	Local 5%	Other Business 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
4 Company A Admin (Nunavut & Local)	\$25,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 2,500
5 Sub-Contractor General Services <i>(not Inuit or Nunavut)</i>	\$30,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Sub-Contractors and Suppliers

C. \$ 2,500

III. Determine Total Value of Adjustments (B + C) to a maximum \$125,000

D. \$ 10,000

VI. Determine Total Adjusted Proposal Price (A - D)

E. \$ 100,000

The steps above are repeated for Company B (see next page).

NNI Example 2 Cont'd:

Company B (Nunavut, Inuit, Local): Total Unadjusted Price of Contract A. \$ 100,000.00

I. Value of Labour / Work to be completed by the Contractor or Sub-Contractors. Bidder must have provided name(s), residency and dollar values for existing worker(s) in their bid where workers exist. Where the labour force is not yet hired, bidders must identify the dollar values for workers by status category. To calculate the adjustments multiply the Value of Labour by the Total Adjustment Percentage factor.

Labour/Payroll Breakdown Table							
Worker Name & Residency or Role on the Team	Value of Labour (\$)	Nunavut Resident 5%	Inuit 15%	Local 5%	Other 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
1 Company B Labour is Nunavut & Local but not Inuit	\$40,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 4,000
2 Sub-Contractor's Labour <i>(Not Inuit or Nunavut)</i>	\$10,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Labour

B. \$ 4,000

II. 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.

Fees/Price Breakdown							
Contractor Name & Location and Line Item Sub-Total	Value of Services (\$)	Nunavut Businesses 5%	Inuit Firm 5, 10 or 15%	Local 5%	Other Business 0%	Total Adjustment %	Value of Adjustment (\$ x %)
3 Company B Admin (Nunavut, Inuit & Local)	\$20,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 5,000
4 Sub-Contractor General Services <i>(not Inuit or Nunavut)</i>	\$30,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00

Total Value of Adjustments on Sub-Contractors and Suppliers

C. \$ 5,000

III. Determine Total Value of Adjustments (B + C) to a maximum of \$125,000

D. \$ 9,000

VI. Determine Total Adjusted Proposal Price (A - D)

E. \$ 91,000

The steps above are repeated for Company C (see next page).

NNI Example 2 Cont'd:

Company C (Inuit, Local): Total Unadjusted Price of Contract

A. \$ 115,000.00

I. Value of Labour / Work to be completed by the Contractor or Sub-Contractors. Bidder must have provided name(s), residency and dollar values for existing worker(s) in their bid where workers exist. Where the labour force is not yet hired, bidders must identify the dollar values for workers by status category. To calculate the adjustments multiply the Value of Labour by the Total Adjustment Percentage factor.

Labour/Payroll Breakdown Table

Worker Name & Residency or Role on the Team	Value of Labour (\$)	Nunavut Resident 5%	Inuit 15%	Local 5%	Other 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
1 Company C Labour is Inuit & Local (<i>Local Inuit are considered Nunavummiut</i>)	\$30,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 7,500
2 Company C also has Nunavut & Local (Non-Inuit) Labour	\$10,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 1,000
3 Sub-Contractor's Labour is Inuit & Local (<i>Local Inuit are considered Nunavummiut</i>)	\$25,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 6,250

Total Value of Adjustments on Labour

B. \$ 14,750

II. 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.

Fees/Price Breakdown							
Contractor Name & Location and Line Item Sub-Total	Value of Services (\$)	Nunavut Business 5%	Inuit Firm 5, 10, or 15%	Local 5%	Other Business 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
4 Company C Admin (Inuit & Local)	\$10,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	10%	\$ 1,000
5 Sub-Contractor General Services (Inuit, Nunavut & Local)	\$40,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	25%	\$ 10,000

Total Value of Adjustments on Sub-Contractors and Suppliers

C. \$ 11,000

III. Determine Total Value of Adjustments (B + C) to a maximum \$125,000

D. \$ 25,750

VI. Determine Total Adjusted Proposal Price (A - D)

E. \$ 89,250

Company C has the lowest price after application of the NNI adjustments.

NNI Example 2 Cont'd:

Awarding Points for Inuit Labour (20% Rating Criteria)

The NNI Regulations has set the requirement for all RFP's to contain a minimum of 20% criteria for Inuit Labour. The total weight for all criteria must total 100%.

Points for Inuit labour are awarded based on the percentage of the Inuit labour cost in comparison to the total labour cost of the project. Approximately one (1) point will be awarded for each 10% of Inuit labour to be provided by Inuit workers, regardless of the firms Inuit ownership status (or not).

For example, if a proponent has demonstrated that 40% of the total labour cost is being provided by Inuit workers, the proponent will be given a score of 4 out of 10 and the sub-total score for the Inuit labour evaluation score is arrived at as follows:

Score of 4 x Weight of 20 = Sub-Total Score of 80

A proponent would need to achieve 100% Inuit employment in all aspects of the contract, including production, testing, administration etc., in order to score the maximum points (10 out of 10 or 100%) on Inuit labour.



SC **xxxx-xxx**

This Agreement is made on the ___ day of ____, 20__

BETWEEN

The **GOVERNMENT OF NUNAVUT**, as represented by the
Minister of Justice
(hereinafter referred to as the "GN")

AND

_____, _____
(hereinafter referred to as the "Contractor")

WHEREAS:

- A. The GN requires a Chief Investigation Officer to perform the duties and functions of this office as set out in the *Corrections Act*, S.Nu. 2019, c. 13;
- B. On July 15, 2022, the GN issued a request for competitive proposals under the title and reference number RFP# 2022-42 Chief Investigation Officer – Corrections [which RFP closed on August 17, 2022; and
- C. 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; and
- D. The GN and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE, the GN and the Contractor agree as follows:

1. SERVICES AND PAYMENT

- 1.1. The Contractor agrees to provide to the GN those services, hereinafter referred to as "the Services" which are set out in Schedule A attached, to the full satisfaction of the GN.
- 1.2. The Contractor understands and agrees that the Services will be performed wholly or partly in a GN workplace and in communication with GN employees, and the Contractor will abide by the GN Harassment-Free Workplace Policy.
- 1.3. The GN will pay the Contractor an amount up to _____ **Thousand** _____ **Hundred** _____ **Dollars (\$xx,xxx.00)**, not including GST, according to Schedule B attached.
- 1.4. This Agreement will commence on **Month __, 2022**, and end on **Month __, 2027**.

- 1.5. This Agreement may be renewed for an additional terms at the sole discretion of the GN:
 - 1.5.1. The First Extension, for a term of five (5) years;
- 1.6. The maximum duration of this Agreement, including all extensions, shall not exceed ten (10) years.
- 1.7. Nothing in Schedules A or B will supersede the terms herein.

2. CONTRACTOR'S OBLIGATIONS

- 2.1. The Contractor warrants and represents that they are registered to do business in Nunavut.
- 2.2. The Contractor will comply with all laws of Canada and Nunavut in the performance of the Services.
- 2.3. 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 Agreement 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 Agreement.
- 2.4. The Contractor acknowledges that they are included in the definition of "employee" in the *Access to Information and Protection of Privacy Act*, and shall be bound by that Act while performing the Services.
- 2.5. 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 Agreement or any extension set out herein, the Contractor, upon the request of the GN shall produce such accounts and records.
- 2.6. The Contractor 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.
- 2.7. In the event that the provision of these services creates a conflict with any other party that the Contractor may represent, the Contractor shall advise the GN of the conflict immediately.
- 2.8. Unless authorized by a written change order agreed to by both parties, the Contractor shall not perform any additional work beyond the Services. Any costs, fees or expenses incurred by the Contractor 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.
- 2.9. The Contractor 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.
- 2.10. Any cost or expense incurred by the Contractor for any additional or extra work or service performed by the Contractor, subcontractor, or sub-consultant, without a previously signed change order, shall be the Contractor'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.

- 2.11. The Contractor shall not subcontract the performance of any part of the Services without the express written agreement of the GN.
- 2.12. *[Delete this section if the Contractor is a sole proprietor.]* The GN and the Contractor, 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 Contractor 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:

2.12.1. [Name of Key Personnel]

3. INDEPENDENT CONTRACTOR

- 3.1. The Contractor 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 Contractor.
- 3.2. The Contractor is self-employed and will obtain all necessary licenses and permits.
- 3.3. Pursuant to section 39 of the *Corrections Act*, the Contractor is not a member of the public service but is entitled to be enrolled in the Public Service Superannuation Plan and the Public Service Health Care Plan.
- 3.4. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to employment insurance, income tax, workers' compensation and GN Payroll Tax.
- 3.5. The Contractor will not purport to be an employee or agent of the GN except as expressly provided herein, and will not wear clothing labelled with GN markings, carry a GN business card, drive a vehicle with GN markings, purport to be a GN representative to media, or in any other way behave in such a way as to create the impression of being a GN employee or agent.
- 3.6. The Contractor has no authority over GN employees and will not discipline or supervise them, or purport to have that authority.
- 3.7. The Contractor has no expenditure or contract authority and will not purport to have any such authority.
- 3.8. Due to the shortage of local office space, the GN will make available an office with furniture and telecom connections, but the Contractor will use those facilities for the purposes of fulfilling this contract only, and will make no personal use thereof.
- 3.9. The Contractor acknowledges and agrees that the GN has no responsibility to fund or supply annual leave, sick leave, or any other kind of leave, or provide any benefits other than those set out herein.
- 3.10. The Contractor shall indemnify and hold harmless the GN, its officers and employees, from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings arising from any failure to make payments, obtain licences, or do any other things necessary to being a self-employed person.

4. NON-PERFORMANCE AND TERMINATION

- 4.1. This Agreement shall terminate on the earlier of the final payment on completion of the Service, or the day for termination set out in the written notice, in which case the Contractor shall forthwith invoice the GN for work performed to the date of termination.
- 4.2. The GN may terminate this Agreement for cause or incapacity at any time without a term of notice and without penalty to the Contractor if,
 - 4.2.1. the Contractor is acting in breach of its statutory mandate,
 - 4.2.2. in the event that the Contractor becomes insolvent or commits an act of bankruptcy, or
 - 4.2.3. the Contractor defaults or fails to observe the terms and conditions of the Agreement in any material respect,
- 4.3. In exercising its rights of termination, the GN is not obliged to accommodate the Contractor with respect to illness, disability, pregnancy, family situation, or any other condition or circumstances, because the Contractor is an independent contractor and not an employee.
- 4.4. The GN may, by written notice, offer the Contractor an opportunity to remedy any of the above reasons for termination within 2 weeks of the notice, and may in its sole discretion accept the Contractor's remedy as effective, but no such offer or any act taken by the Contractor in response will act to suspend or impair the GN's right to terminate as set out in this Agreement.
- 4.5. 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 its opinion 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.
- 4.6. In the event that the Contractor is, in the opinion of the GN, 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.

5. FINANCIAL

- 5.1. It is a condition of this Agreement that payment hereunder is subject to Section 46 of the *Financial Administration Act* (Nunavut) as amended or re-enacted in successor 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."
- 5.2. The GN may set off any payment due the Contractor against any monies owed by the Contractor to the GN.
- 5.3. The GN will pay the Goods and Services Tax (GST) but is exempt from provincial sales taxes (PST) and from the provincial portion of harmonized sales taxes (HST).
- 5.4. Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be processed thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from registered Nunavut businesses as defined in the NNI Regulations will be processed twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the services, whichever is later.

6. INSURANCE

- 6.1. Without limiting the obligations or liabilities of the Contractor, the Contractor will obtain, maintain and pay for during the period of this Agreement, the following insurance:
- 6.1.1. Workers' Compensation (WC) coverage. The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut for more than ten (10) days per month be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the contractor is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the contractor or subcontractor, or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN.
 - 6.1.2. 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.
 - 6.1.3. Extended medical benefits that cover the full cost of ambulance and medical evacuation while physically present in Nunavut during the term of this Agreement.
 - 6.1.4. All motor vehicles, watercraft or snowcraft used by the Contractor 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.
 - 6.1.5. Privacy and Data Breach insurance with limits that the Contractor considers appropriate in terms of type, coverage, and limit, taking into account the nature, extent, and scope of the personal and commercially confidential information collected, used, or disclosed in the performance of the Services.
 - 6.1.6. Any other insurance that the Contractor, acting as diligent prudent and competent contractor considers appropriate in terms of type, coverage and limit, taking into account the nature, extent, scope and location of the Services undertaken in this Agreement.
- 6.2. The Contractor 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.
- 6.3. The Contractor shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Contractor's liability is not capped to the amount of and scope of coverage required under the agreement.
- 6.4. The Contractor 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.

7. GENERAL TERMS

- 7.1. The Contractor 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 Contractor

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

- 7.2. The Contractor 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 Agreement whether or not such loss or damage is attributable to causes beyond the Contractor's control.
- 7.3. Time shall in every respect be of the essence.
- 7.4. This Agreement shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 7.5. 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.
- 7.6. 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.
- 7.7. 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 Agreement or conceived, developed or first actually reduced to practice in performing the Agreement (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. Any exception to this provision must be negotiated separately.
- 7.8. 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.
- 7.9. This Agreement shall be to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 7.10. The Contractor may not assign or delegate work to be done under this Agreement, 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 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 re-enacted in successor legislation during the term of this Agreement.
- 7.11. The Parties acknowledge that the Contractor requires a statutory appointment from the Commissioner-in-Executive Council to perform the Services. The GN shall be responsible for seeking this appointment.

8. NOTICE AND ADDRESS

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

To the GN:

Name of Contact (To be advised)

Department of
PO Box _____
Community, NU
X0A 0H0

Ph#: (867) -----

Fax#: (867) -----

To the Contractor:

Contractor Name
Street address - must be included
P.O. Box #
Postal Code – must be included

Ph#: **Must be included**

Fax#: **Must be included**

Email: **if available**

- 8.1. 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 fifteenth day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.
- 8.2. This Agreement 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 Agreement.

IN WITNESS WHEREOF THE PARTIES hereto have executed signatures on this date below.

CONTRACTOR:

THE GN as represented by the
Minister of

Contractor

Print Name and Title

Date

Date

(Internal Use Only)

Finance Coding: xxxxx – 01 – x – xxx – xxxxxxxx – xx – xxxx

Contractor Social Insurance Number if not incorporated.

SCHEDULE “A”

TERMS OF REFERENCE FOR CONTRACTED SERVICES

SCOPE OF WORK

1. In accordance with the new Corrections Act, the Chief Investigations Office operates as an independent agency reporting administratively to the Assistant Deputy Minister of Justice.
2. The Chief Investigations Officer will report to the Assistant Deputy Minister, Public Safety and responsible for exercising the powers and duties provided to this office under the new Corrections Act as well as all of the necessary administration and supervision necessary for the management of the Investigations Office. This includes the following responsibilities:
 - a. Develops, leads, and ensures meaningful communications of a shared vision, values, mission and strategic direction in relations to policies and programs for the organisation including the formulation of short- and long-term goals/strategies.
 - b. Assesses future strategic direction, goals, organizational needs, and risks, and develops comprehensive plans to manage complex issues.
 - c. Develops, executes, and directs organizational business plans as it pertains to the provision of investigations into corrections matters. This includes the planning, development, promotion and implementation of strategies and policies for legislated reviews and investigations in correctional facilities.
 - d. Oversees the allocation and management of physical, human and physical resources required to maintain operations and achieve program goals.
 - e. The position is responsible for the effective management of subordinate staff including establishing goals and priorities, assigning work, assesses performance, impose progressive discipline.
 - f. Provides expertise and leadership to the Deputy Investigations Officer, other staff hired by the office, special investigations officers, corrections officials, various stakeholders and Government agencies, in relation to the proper provision of corrections in Nunavut. This includes ensuring organizational standards are in place for the legislated review of correctional decisions and delivery of investigation services.
 - g. Builds successful relationships by consulting and partnering with government agencies, corrections officials, and other stake holders (health region, family services, WSCC, Fire Marshal’s office) and citizens for the purpose of developing and maintaining effective collaborative working relationships to further overall goals and objectives of the office.
 - h. Serves as a primary immediate contact of the Investigations Office on specific reviews and investigations and overall program matters.

- i. The Chief Investigative Officer is the spokesperson for the Investigations Office and may be required to make statements or provide interviews to members of the news media.
 - j. The Chief Investigations Officer may be called upon to appear before a standing committee of the Legislative Assembly and provide information and testimony on their recommendations and reports.
 - k. The position is instrumental in effecting changes in the development of policy; legislation, business plans for the service, and is accountable for ensuring that evidence-based best practices are carried out. At times, a review or investigation will lead to recommendations that will contribute to the improvement of public safety and use of best practices in correctional services.
 - l. The position may be called to work after normal working hours at any time as required by the workload of the office.
 - m. Other duties as assigned
3. Reporting to the Assistant Deputy Minister of Public Safety, this position will ensure that there is independent review of decisions made by the corrections division. Given the technical nature of the work being done, and the familiarity that will be required in correctional best practices, government statutes and international and national human rights, the successful applicant will need to have specialized skills and knowledge.

SCHEDULE "B"

PAYMENT

1. The GN shall pay Contractor upon **invoice** for the services provided the sum of ____ per month.
2. All monies are specified in Canadian dollars, exclusive of GST.
3. All travel and meal allowance is included in the schedule below and the GN is not responsible for the contractor costs beyond this dollar amount.
4. The GN will pay directly to airlines for air travel.
5. The GN will provide, while Contractor is providing services in Nunavut, any office, computer workstation and related facilities at no additional cost where such facilities are necessary for the performance of work specified in the Appendix "A", but those facilities remain the property of the GN, and the Contractor must observe GN rules and policies in using them.
6. If the Contractor resides in a GN courtesy apartment while providing services in Nunavut, the Contractor shall not be reimbursed for accommodation expenses. The Contractor shall be entitled to per diem rates for meals and incidentals at the rates set out in this Schedule for the first twenty-five (25) calendar days that the Contractor resides in the courtesy apartment. For every day after the first twenty-five (25) days that the Contractor resides in the courtesy apartment, he or she shall be entitled to a flat rate of twenty dollars (\$20.00) per day for meals and incidentals.

SCHEDULE C

Governing Law

1. This Agreement will be construed in accordance with and exclusively governed by the laws of the Nunavut and the laws of Canada as they apply in Nunavut.

Address for Notice

2. The Parties may be contacted at the address and telephone number below during or after this Agreement has been terminated:

To the GN:

Name of Contact (*To be advised*)

Department of

PO Box _____

Community, NU

X0A 0H0

Ph#: (867) -----

Fax#: (867) -----

To the Contractor:

Contractor Name

Street address - *must be included*

P.O. Box #

Postal Code – *must be included*

Ph#: *Must be included*

Fax#: *Must be included*

Email: *if available*

General Provisions

3. Any waiver by the GN of any failure by the Contractor to perform or observe the provisions of this Agreement will not operate as a waiver of the GN's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the GN's rights in respect of any subsequent default or breach.
4. This Agreement will extend to and be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors, and assigns, as the case may be, of each Party.

5. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include feminine and vice versa.
6. This Agreement is prepared in English by consent of the Parties. This Agreement may be produced in any of the Official Languages of Nunavut upon request.

- 7. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 8. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF the Parties have duly affixed their signatures on this ___ day of _____, 202__

GOVERNMENT OF NUNAVUT

CONTRACTOR

As represented by the Minister of Justice

Print Name: _____

Print Name:

Witness