

Tłıchq Ndek'áowó



Tłıchq Government

**Tłıchq Government Head Office
127 Donda Tili, Behchokò, NT
Mailing Address: PO Box 412, Behchokò, NT X0E 0Y0**

Comprehensive Review and Development of Tłıchq Government Salary Scale

Request for Proposal # ADMIN 2023-01

Date of Issue: March 24, 2023

Proposal Submission Deadline: May 1, 2023, 4:00 pm MST

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Section 1: Definitions

Agreement – A contract that the Successful Respondent will enter into with the Owner for completion of the Work.

Award – The acceptance by the Owner of a Proposal to carry out the Work.

Consultant – means Successful Respondent or Vendor who enters into a binding contract.

Desirable – The terms “may,” “can,” “should,” “preferably,” or “prefers” identify a desirable or discretionary item or factor (as opposed to “mandatory”).

Mandatory – The terms “must,” “shall,” “will,” or “is required” identify a mandatory item or factor (as opposed to “desirable”). Failure to meet a mandatory item or factor may result in the rejection of the Respondent’s proposal.

Owner – means The Tłıchǫ Government

Project - the provision of professional services for the development and completion of a salary scale review

Project Coordinator - The individual designated by the Owner to manage and administer the Project.

Proposal – Written response to the RFP.

Respondent – The person, firm, or corporation submitting a Proposal.

RFP – Request for Proposal.

Successful Respondent – Respondent that has been recommended to carry out the Work.

Selection/Evaluation Committee – Representatives of the Owner and the Project Coordinator appointed to evaluate the Proposals and recommend the Successful Respondent.

Subcontractor – A person, firm or corporation having a contract with the Vendor for any part of the Work.

Work – All labour, materials, equipment, fixtures, services, supplies, and acts required to be done, furnished or performed by the Successful Respondent for the development and completion of a Compensation Review

Vendor – The firm selected by the Owner to provide the required project requirements.

Section 2: Introduction and Instructions

2.01 Introduction

The Owner is the Tłıchq Government which is a First Nations organization representing the Tłıchq Nation, Dene people of the Northwest Territories, Canada that was created in 2005 when the Tłıchq Nation ratified the Tłıchq Agreement with the Government of Canada.

2.02 Purpose

The Tłıchq Government is seeking proposals from qualified Consultants to undertake a full evaluation of its present Salary scale and senior staff pay matrix, as well as to design a new salary scale for all employees. This project's purpose is to ensure that all employees, particularly senior employees, are placed on a transparent and equitable salary scale that matches their experience, credentials, and job duties.

2.03 Submission of Proposals

Proposals must be submitted in the form and format specified in Section 4.01 and must include the completed "Form of Proposal" attached in **Appendix 'B'**. A designated signing officer authorized to bind the Respondent to the provisions of their Proposal must sign the "Form of Proposal". Any amendments to the RFP issued by the Owner in accordance with Subsection 2.07 must be acknowledged on the "Form of Proposal".

Each Respondent is asked to submit two (2) identical sets of their Proposal– One (1) bound original copy identified as "Master" and one (1) copy marked "Copy", sealed, and clearly marked as to contents.

All proposals must be received by:

Tłıchq Government Head Office
Jannell Beadle, Manager, Human Resources
127 Donda Tili, Behchokò, NT
Mailing Address: PO Box 412
Behchokò, NT X0E 0Y0

Project Name: Comprehensive Review and Development of Tłıchq Government Salary Scale

Proposals must be received no later than May 1, 2023, 4:00 pm MST

Proposals must not be restricted by a statement added to the "Form of Proposal" or by a covering letter, or by alterations to the "Form of Proposal" supplied unless otherwise provided in the RFP.

Proposals must be legible, written in ink, or typewritten. The person signing on behalf of the Respondent must initial erasures, over-writing or strikeouts.

Should a dispute arise from the terms and conditions of any part of the RFP, regarding meaning, intent or ambiguity, the decision of the Owner shall be final.

Faxed or electronic submissions **will** be accepted in response to this RFP.

The onus unequivocally remains with the Respondent to ensure that the Owner receives Proposals

delivered or sent by courier prior to the Proposal submission deadline, in accordance with the submission process described in this section. Proposals received after the Proposal submission deadline **will not** be considered.

2.04 Contacts

All questions or inquiries must be made in writing to the **Project Coordinator** named below, by no later than **April 8, 2023**:

Jannell Beadle
Manager, Human Resources
<mailto:jannell.beadle@tlicho.ca>

2.05 Schedule

It is anticipated that the Work will generally adhere to the following schedule, which may be modified by the Owner based on discussions with the Consultant:

Item	Task	Date
1	Approve, Post and Circulate RFP	March 2023
2	Consultant Selection Process, Tłıchq Government Awards RFP CAO/Consultant First Meeting	May 2023
4	<u>Stage 2:</u> Salary Review	May - September 2023
5	Presentation of findings to Tłıchq Government	October 2023
6	Updates as needed	October – November 2023
7	Tłıchq Government Approval	December 2023

2.06 Required Review and Clarification

If questions concerning clarification of the contents of this RFP arise, the questions must be made in writing and received by the Project Coordinator at least ten days before the Proposal submission deadline. Responses to questions/clarifications will be communicated in writing to all RFP takers in the form of addenda.

In submitting a Proposal, the Respondent acknowledges that they have read, completely understood, and accepted the terms and conditions of this RFP in full. The Owner is not responsible for any misunderstanding of the RFP. The onus is on the Respondent to ensure that they understand all aspects of the RFP.

2.07 Amendments to the RFP

The Owner may issue addenda to clarify and/or modify certain aspects of the RFP prior to the Proposal submission deadline. Addenda will be sent from the Owner to all firms issued RFP documents, who should acknowledge receipt of such addenda in Appendix B – Form of Proposal per Section 2.03. If, in the opinion of the Owner, an addendum issued affects the price of the Proposal and the addendum is not returned or acknowledged in the Form of Proposal (Appendix 'B') then the Proposal submitted will be deemed non-compliant and rejected.

Under no circumstances shall the Respondent rely upon any information or instruction from the

Owner, its employees, or agents unless provided in writing by the Project Coordinator. The Owner, its employees, or agents shall not be responsible for any information or instructions given to the Respondent, with the exception of information or instruction provided by the Project Coordinator, issued through formal addenda to the RFP.

2.08 Alternate Proposals

Respondents may withdraw a Proposal by giving notice in writing prior to the close of the RFP and submit another Proposal. Respondents may submit Proposals for more than one option, provided the Proposal is in a separate envelope clearly marked as to contents. Only the last Proposal received per option will be opened and put forward for evaluation.

2.09 Reserved Rights of the OWNER

The Owner reserves the right to:

- a). make public the names of any or all Respondents;
- b). request written clarification or the submission of supplementary written information in relation to the clarification request from any Respondent and incorporate a Respondent's response to that request for clarification into the Respondent's Proposal;
- c). adjust a Respondent's scoring or reject a Respondent's Proposal on the basis of:
 - i) a financial analysis;
 - ii) information provided by references;
 - iii) the Respondent's past performance on previous contracts awarded by the Owner;
 - iv) the information provided by a Respondent pursuant to the Owner exercising its clarification rights under this RFP process; or
 - v) other relevant information that arises during the RFP process;
- d). verify with any Respondent or with a third party any information set out in a Proposal;
- e). check references other than those provided by any Respondent;
- f). disqualify any Respondent whose Proposal contains misrepresentations or any other inaccurate or misleading information, or any qualifications;
- g). disqualify any Respondent or the Proposal of any Respondent who has engaged in conduct prohibited by this RFP;
- h). make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- i). select the Respondent other than the Respondent whose Proposal reflects the lowest cost to the Owner or the highest overall score;
- j). cancel this RFP process at any stage;
- k). cancel this RFP process at any stage and issue a new RFP for the same or similar

deliverables;

- l). accept or reject any or all Proposals in whole or in part;
- m). discuss with any Respondent different or additional terms to those contemplated in this RFP or in any Respondent's Proposal;
- n). if a single Proposal is received, reject the Proposal of the sole Respondent and cancel this RFP process or enter into direct negotiations with the sole Respondent;
- o). Perform a credit check.

These reserved rights are in addition to any other expressed rights or any other rights which may be implied in the circumstances.

The Owner may reject any Proposal that:

- a). Is incomplete, obscure, or does not comply with all of the Mandatory requirements; and
- b). That may cause or be perceived to cause a conflict of interest;
- c). Does not comply with all applicable Local, Territorial, and Federal laws, codes, and regulations, which may be applicable to the Work performed subsequent to the RFP; or
- d). Is restricted or qualified by a statement added to the "Form of Proposal" or by a covering letter, or by alterations to the "Form or Proposal" supplied.

The Owner may waive minor discrepancies that:

- a). Do not affect responsiveness;
- b). Are merely a matter of format;
- c). Do not change the relative standing or otherwise prejudice other Proposals;
- d). Do not change the meaning or scope of the RFP;
- e). Are trivial, negligible, or immaterial in nature;
- f). Do not reflect a material change in the Work; or,
- g). Do not constitute a substantial reservation against a requirement or provision.

The Owner shall not be liable for any expenses, costs or losses suffered by any Respondent or any third party resulting from the Owner exercising any of its expressed or implied rights under this RFP.

2.10 Errors and Omissions

The Owner shall not be held liable for any errors or omissions in any part of this RFP. The information contained in the RFP is supplied as a guideline for respondents and is not

necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve the respondents from forming their own opinions and conclusions.

2.11 Not Responsible for Preparation Costs

The Owner will not pay for any costs associated with the preparation, submittal, presentation, or evaluation of any Proposal.

2.12 Joint or Consortium Proposals

Joint ventures are not acceptable. A Vendor may use multiple Subcontractors, but, the Owner will deal only with the Vendor with whom the Owner has signed an Agreement. The Subcontractor will be the responsibility of the Vendor.

2.13 Proposal Expiry Date

Respondents hereby acknowledge that their Proposals shall be irrevocable for a period of 120 days from the Proposal submission deadline or until an Agreement is signed with the Successful Respondent, whichever comes first. Extensions to this period may be granted with the mutual agreement of the Owner and the Successful Respondent, and may be initiated by either party.

2.14 Electronic Copy of Request for Proposal

This RFP document (and any other applicable attachments or addenda) is available in Adobe Acrobat through the Owner's website at <https://www.tlcho.ca/>. Any information contained in the RFP that is changed by the Respondent (except for filling in the blanks) will be grounds for disqualification.

2.15 Basis of Award

The Owner reserves the right to Award this Proposal to one Respondent or to not make an Award of this Proposal. Award is subject to the Owner approval. The lowest or any Proposal will not necessarily be accepted.

2.16 Agreement

Respondents shall review the Initial Draft Form of Agreement attached hereto as Appendix E (including Schedules 1, 2 and 3), for the purpose of identifying any issues and/or provisions that the Respondent would like to see clarified or amended. The Owner will consider all comments and requested clarifications or amendments received from the Respondents and will amend the initial Agreement as they may decide, in their sole discretion. The Owner will then, by addenda, issue a revised Agreement identified as the Final Agreement Form which will be the common basis for the preparation of all Proposals. The Final Agreement Form will become the Agreement the Successful Respondent is expected to sign.

The Final Agreement Form must be submitted to the Owner by **May 1, 2023, 4:00 pm MST**.

2.17 Pricing and Payment

Please note the following:

- a) Unit Pricing and any Optional Unit Pricing with regard to the Salary Review shall remain firm for the duration of this Agreement.
- b) The Owner will make payments, if required, based on a mutually agreed upon payment schedule, provided project timelines/milestones specified in Schedule 2 of Appendix E are met and upon approval by the Project Coordinator.

- c) No payment will be made until the Award is approved and the contract is executed. Under no conditions will the Owner be liable for the payment of any interest charges associated with the cost of the contract.

2.18 Termination

If the Project Coordinator determines that the Vendor has refused to perform the Work or has failed to perform the Work with such diligence as to ensure its timely and accurate completion, the Owner may, by providing written notice to the Vendor, terminate the Vendor's right to proceed with part or all of the remaining Work.

This clause does not restrict the Owner's termination rights.

2.19 Assignment

The Vendor may not transfer or assign or subcontract any portion of the contract without prior written approval from the Owner.

2.20 Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

2.21 Subcontractor

Subcontractors may be used to perform Work under this contract. If a Respondent intends to use Subcontractors, it is mandatory that the Respondent identify in Appendix 'D' a list of their proposed Subcontractors and the portions of the work the Subcontractor will perform. The relevant experience, resources, technical expertise and management plan relating to all Work proposed to be subcontracted must be included in the Proposal for each Subcontractor identified by the Respondent.

The Respondent must provide the following information concerning each prospective Subcontractor with the Proposal submitted:

- a). complete name of the Subcontractor,
- b). complete address of the Subcontractor,
- c). type of Work the Subcontractor will be performing,
- d). percentage of Work the Subcontractor will be providing,
- e). a Certificate of Insurance naming the Respondent and the Owner on the Subcontractor's insurance policy and meets the requirements in Section 2.22 of this RFP,
- f). a Certificate of Clearance from WSCC, as described in Section 2.22 of this RFP,
- g). a written statement, signed by each proposed Subcontractor, that clearly verifies

that the Subcontractor is committed to render the services required by the contract.

A Respondent's failure to provide this information may be cause for the Owner to reject the Proposal.

The substitution of one Subcontractor for another may be made only at the discretion of the Project Coordinator and with prior written approval from the Project Coordinator.

2.22 Insurance and Indemnification

Professional Liability:

The Successful Respondent shall at its own expense obtain and maintain until the termination of the contract, and provide the Owner with evidence of the following within 10 days of notification of acceptance (contract award):

- a. A minimum limit of two million (\$2,000,000.) Errors & Omission Insurance per claim. This policy shall be maintained continuously from commencement of Work to 2 years after substantial performance of the Work.
- b. Automobile liability insurance for an amount not less than two million (\$2,000,000.) Third Party Liability covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- c. The policy shown above will not be cancelled or permitted to lapse unless the insurer notifies the Owner in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as the Owner may reasonably require.
- d. The Successful Respondent shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, Sub-Contractors, any Work persons employed by it, under its control, arising from the execution of the Work, by reason of the existence, location, condition or Work, any materials, plant or machinery used thereon or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Proposal, and agrees to indemnify and hold the Owner harmless from any such damages, losses, expenses, or claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor/client basis.

Workers' Safety and Compensation Commission:

A Letter of Good Standing from the Workers' Safety and Compensation Commission must be provided by the Successful Respondent prior to commencement of Work. The Successful Respondent will also be required to produce a Certificate of Clearance from the Workers' Safety and Compensation Commission from time to time during the contract and/or prior to final payment. The Successful Respondent further agrees to maintain their good standing throughout the contract period.

The Successful Respondent shall not commence Work until such time as the required evidence of insurance has been filed with and approved by the Owner. The Successful Respondent shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.

If the Successful Respondent is an independent operator they must provide documentation to that effect as issued by the Workers' Safety and Compensation Commission.

Section 3: Scope of Work and Project Requirements

3.01 Project Objectives

1.0 The Consultant is expected to perform the following tasks:

- Conduct a thorough review of the current salary scale and senior staff pay matrix.
- Analyze comparable salaries and benefits from other organizations, both public and private, to ensure that Tłıchǫ Government's salaries are competitive and equitable.
- Meet with senior staff and HR representatives to gather information and feedback on the current salary structure.
- Develop a new salary scale that is transparent, fair, and based on relevant factors such as job responsibilities, qualifications, and experience.
- Provide recommendations on how to implement the new salary scale, including any necessary adjustments to existing compensation and benefits packages.

Summary of Available Government Resources

In addition to the input from the Project Coordinator, the following government background information resources will be made available electronically by the Owner to the Consultant:

- Applicable policies
- Job Descriptions
- Salary scale
- Senior staff pay matrix
- Position rating matrix
- Employee Benefit Package

3.02 Budget

The Consultant shall supply a detailed task list, itemized cost estimate, work plan, and total proposed cost of the project, including all consulting fees, disbursements, contingencies and all other costs associated with implementing the scope of work, **but excluding GST**. It is the responsibility of the Respondent to anticipate and clearly identify all tasks required to satisfy the requirements of the RFP.

The successful Consultants team project leader will be responsible for submitting detailed invoices which describe the Work undertaken within each invoice time period, the personnel employed and hours expended by the hourly rate, disbursements, total fee for each invoice, and total budget expended/remaining on the project. If the Consultant determines that this target cannot be met at any time prior to or during the project Work, the Consultant shall advise the Owner within 48 hours of such determination and shall not undertake any Work that would cause the budget to be exceeded without written permission from the Owner.

3.03 Presentation

The Successful Respondent will prepare a presentation and attend at least one in-person meeting with senior staff to present the Salary Review.

3.04 Deliverables

- Detailed report of the review of the current salary scale and senior staff pay matrix.
- An updated salary scale that includes all staff, including senior staff.
- A detailed implementation plan for the new salary scale, including any recommended changes to existing compensation and benefits packages.
- Presentation of findings and recommendations to Tłıchq Government.

3.05 Project Administration

The Salary Review will be managed on behalf of the Owner by the Project Coordinator for the project. Tłıchq Government contact will be the Manager, Human Resources, Jannell Beadle. The Project Coordinator will provide the Consultant (Successful Respondent) with relevant resource materials, including related studies and reports, and contact lists. Other members of the Senior Management Team are available to assist and provide input where required.

The Project Coordinator will meet with the Consultant at the outset to define and approve the work plan and roles, and regularly thereafter to monitor and review progress, and to provide direction and input as required. The Project Coordinator shall review all draft reports and associated documentation to ensure compliance with the RFP prior to a recommendation and final deliverables being brought forward to Senior Staff.

Section 4: Proposal Submission

4.01 Proposal Format

Respondents should provide **all** of the information requested in the format set out in the RFP. Failure to provide all required information as detailed in this section may result in the Respondent being disqualified or scoring poorly in the evaluation.

Each Respondent is asked to submit **two (2) identical sets** of their Proposal, sealed, and clearly marked as to contents.

4.02 Response Table of Contents

For the Salary Review Proposal, the Respondent shall provide a Table of Contents adhering to the following format:

Section 1	Form of Proposal including completed pricing (if any) – Appendix B
Section 2	Introduction
Section 3	Company Background, Experience and Qualifications
Section 4	Project Methodology
Section 5	Value Added Elements, if any
Section 6	Completed List of References - Appendix C
Section 7	List of Proposed Subcontractors, if any - Appendix D
Section 8	Form of Agreement – Appendix E (including Schedules 1, 2 and 3)

4.03 Submission Requirements

4.03.01 Understanding of Project/Requirements

Respondent should provide the following information:

- A thorough narrative that illustrates an understanding of the components of the project;
- A project/work plan that clearly explains the steps the Respondent will undertake in providing the required services;
- Detailed discussion of additional value-added functionality and/or proposed interesting alternatives that will provide benefits to the Owner now and in the future.

4.03.02 Project Methodology

Respondent should provide the following information:

- A thorough narrative account that indicates that any development for the project will be completed for the pricing quoted;
- A timeline that identifies realistic milestones and deliverables;
- Description of how the project will be managed in adherence to formal project management guidelines; and,
- A project plan that includes and clearly identifies the roles of both the Owner and the Respondent

4.03.03 - Company Background, Experience and Staffing Qualifications

Organizational Details

Respondent should provide the following information:

- Contact information and location including contact name, title, e-mail address, telephone number, mailing address, and facsimile number of the primary contact person for any inquiries relating to this RFP;
- List addresses and contact information, including those of Subcontractor, involved in this Proposal;
- Provide a brief statement of your corporate purpose and company philosophy;
- Provide a brief overview of your company history and background;
- Proof that the Project Manager has relevant experience in leading Salary Review projects;
- Proof that the project team members have relevant experience in Salary Review projects; and,
- Proof that the Respondent has completed other projects of similar size and complexity.

4.04 Client References

Submissions are to include in **Appendix C** a listing at least three references the Owner may contact.

4.05 List of Subcontractors

It is mandatory that the Respondent identify in **Appendix 'D'** a list of their proposed Subcontractors and the portions of the work the Subcontractor will perform, as discussed in 2.21. The relevant experience, resources, technical expertise and management plan relating to all Work proposed to be subcontracted must be included in the Proposal for each Subcontractor identified by the Respondent.

4.06 Form of Agreement

Proposals are to include a Form of Agreement, as provided in **Appendix E**, including Schedules 1, 2 and 3.

Section 5: Evaluation of the Proposals

5.01 Evaluation Criteria and Scoring Matrix

CRITERIA	ASSIGNED WEIGHT (A)	UNIT POINTS AWARDED (B)	REMARKS
Suitability of Proposal i) extent to which the solution meets the Tışçiq Government's needs ii) creativity, completeness, clarity iii) ease of client access, interaction implementation plan	30		
Company Background i) experience on similar projects ii) the skills of the proposed team iii) references	30		
Value Added Service Provide a comprehensive list of any services and activities in addition to the specifications that will be provided	10		
Overall Presentation of Proposal	5		
Subtotal	75		
Price – best value based, not lowest price. Detailed cost breakdown.	25		
TOTAL	100		

5.02 Award

The Project Coordinator will recommend the Award to the Respondent achieving the highest combined score based on the rated criteria (including presentation).

The Owner reserves the right to:

- Issue an Award for this Work in whole or in part; or
- Refrain from making an Award if it determines that to be in its best interest.

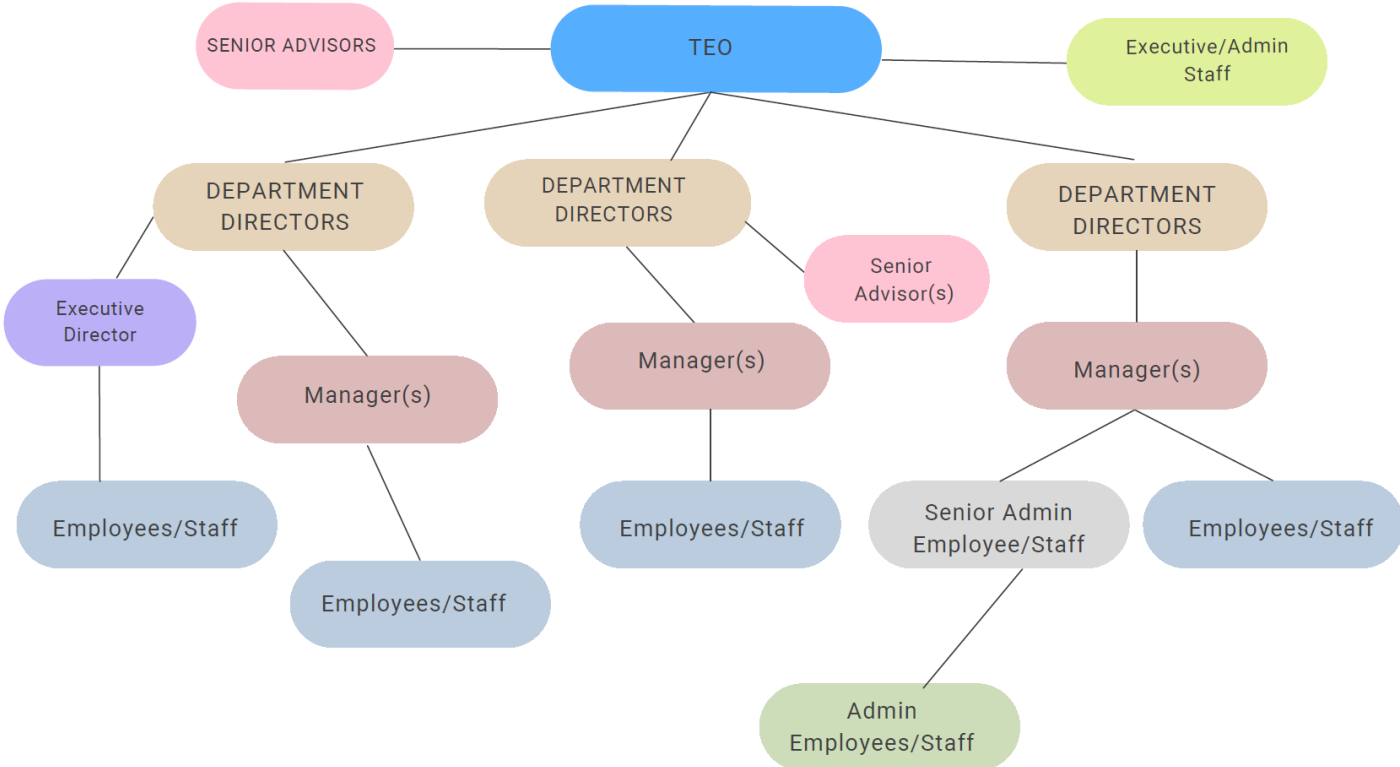
The Successful Respondent will be notified of the Award in writing to the address given on the "Form of Proposal", and may be contacted verbally by the Project Coordinator.

5.03 Presentation and Interview

The Owner reserves the right to interview any or all of the Respondents that submit a Proposal to provide the Project Coordinator with additional insight into the Respondent's ability to meet the requirements as requested in the RFP.

Appendix A - Organizational Chart

Tłıchq Government



Please note that this is a snapshot to show chain of command, and it's not an accurate depiction of Tłıchq Government's organizational chart

Appendix B - Form of Proposal

Appendix B must be completed by the Respondent and included with the Proposal Submission

PROPOSALS WILL BE RECEIVED BY:

Tłıchq Government Head Office

127 Donda Tili, Behchokò, NT

Mailing Address: PO Box 412, Behchokò, NT X0E 0Y0

Attention: Jannell Beadle, Manager, Human Resources

Should extra work be required on this project, please list all staff proposed for this project, including functional title and applicable hourly rates:

NAME & TITLE (e.g. Project Manager, the Owner, etc.)	HOURLY RATE for any additional work that may be required

(Please add lines as needed)

Name of Firm:

Signature of Signing Authority

Appendix C - List of References

Respondents must provide a minimum of **three (3) current customer references** that have been provided with a plan similar to that proposed herein.

Company Name:

Address:

Phone No.:Email.....

Contact Name/Title:

Position

Project Title/Description:

Date this project Completed:

Company Name:

Address:

Phone No.:Email.....

Contact Name/Title:

Position

Project Title/Description:

Date this project Completed:

Company Name:

Address:

Phone No.:Email.....

Contact Name/Title:

Position

Project Title/Description:

Date this project Completed:

Appendix E - Form of Agreement

DRAFT Initial Agreement

This Agreement made and entered into by and between the Tłı̨chǫ Government (hereinafter called the "Owner") and _____
(hereinafter called "the Vendor").

WHEREAS

The Owner _____ and _____

Name of Vendor _____

have agreed that:

The Vendor has offered to supply such services and the Owner and the Vendor have agreed upon the provision of the services as described by the terms and conditions contained in this Agreement.

It is further agreed:

1.0 Interpretations

1.1 In this Agreement unless the context otherwise requires:

"Agreement" means this agreement and includes Schedules and any annexes or documents incorporated by reference;

"Vendor" means the person or company so named in the description of the parties at the commencement of this Agreement;

"Vendor's Representative" means the person appointed by the Vendor to represent the Vendor for the purposes of this Agreement and so identified in Schedule 1 or such person as may be appointed subsequently by the Vendor and notified to the Owner in writing;

"GST" means the Goods and Services Tax

"Project Service" means the services described in Schedule 1 that shall be performed by the Vendor in accordance with this Agreement;

1.2 A recital, schedule, annex or a description of the parties forms part of this Agreement.

1.3 In this Agreement unless a contrary intention appears words imparting a gender include any other gender and words in the singular includes the plural and vice versa.

1.4 Clause headings in this Agreement are for the convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer.

1.5 This Agreement shall be governed by the Laws of the Province of Ontario.

2.0 Entire Agreement

This Agreement constitutes the entire agreement between the Owner and the Vendor in relation to the Project Services and any previous correspondence is expressly excluded.

3.0 Termination

Either the Owner or the Vendor may terminate this Agreement at any time by giving the other 30 calendar days' written notice of such action.

If one party gives written notice to the other of a breach of this Agreement and the breaching party fails to cure said breach within 10 days, this Agreement may be terminated by the non-breaching party.

4.0 Terms of Payment

Payment will be made on a monthly basis upon submission of an invoice by the Vendor indicating the Agreement number and setting forth the charges in accordance with the compensation and expenses detailed in Schedule 2, the Project Services in Schedule 1 and this Agreement.

No payment shall be made in advance of work performed, except as specified in this Agreement.

The Owner's representative, prior to payment, shall certify all invoices for payment. No invoice shall be certified for payment unless the Project Services for which payment is sought has been satisfactorily completed in accordance with this Agreement.

The Owner will pay invoices that have been certified, within 30 days of receipt of the invoice.

5.0 Assignment and Subcontracting

The Vendor may not assign or subcontract this Agreement, or any portion thereof without the prior consent in writing of the Owner. Subcontracting agreements made by the Vendor will not release the Vendor from any obligation to the Owner with respect to the performance of the Project Service. A written statement from an Officer of the proposed Subcontractor(s) must be provided, indicating a willingness to comply with the terms and conditions proposed by the Vendor.

6.0 Project Services

The Vendor shall provide the Project Services, which shall conform to the performance standards and meet all other requirements set out in Schedule 1.

7.0 Fee for Project Services

The Owner will pay the project fees to the Vendor as specified in Schedule 2 for the Project Services completed on a monthly basis.

9.0 Indemnity

The Vendor shall defend, indemnify, and hold the Owner, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's

fees), or claims for injury or damages that are caused by or result from the negligent or intentional acts or omissions of the Vendor, its officers, agents or employees.

10.0 Insurance and WSCC Requirements

10.1 Professional Liability:

The Vendor, at its sole cost and expense shall insure its activities in connection with the Work under this Agreement and obtain, keep in force, and maintain insurance as follows:

- a) The Vendor shall maintain and pay for Comprehensive General Liability Insurance including personal injury, broad form contractual liability, owners and contractors' protective, completed operations and non-owned automotive liability in an amount of not less than Two Million (\$2,000,000.) applying to all contracts for claims arising out of one occurrence. The policy shall include the Owner as additionally insured in respect of all operations performed by or on behalf of the Vendor. A certified copy of such policy or certificate shall be provided to the Owner prior to commencement of the Work.
- b) A minimum limit of Two Million (\$2,000,000.) Errors & Omission Insurance per claim. This policy shall be maintained continuously from commencement of Work to 2 years after substantial performance of the Work.
- c) Automobile liability insurance for an amount not less than Two Million (\$2,000,000.) Third Party Liability covering all vehicles used in any manner in connection with the performance of the terms of this Agreement.
- d) The policy shown above will not be cancelled or permitted to lapse unless the insurer notifies the Owner in writing at least thirty (30) days prior to the effective date of cancellation or expiry. The Owner reserves the right to request such higher limits of insurance or other types of policies appropriate to the Work as the Owner may reasonably require.
- e) The Vendor shall be responsible for all damages, losses, or expenses caused by it, its employees, agents, Sub-Contractors, any Work persons employed by it, under its control, arising from the execution of the Work, by reason of the existence, location, condition or Work, any materials, plant or machinery used thereon or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the Proposal, and agrees to indemnify and hold the Owner harmless from any such damages, losses, or expenses, or claims by third parties, including any legal costs incurred by the Owner in connection therewith on a solicitor/client basis.

10.2 Workers' Safety and Compensation Commission:

- a) A Letter of Good Standing from the Workers' Safety and Compensation Commission must be provided by the Vendor prior to commencement of Work. The Vendor will also be required to produce a Certificate of Clearance from the Workers' Safety and Compensation Commission from

time to time during the contract and/or prior to final payment. The Vendor further agrees to maintain that good standing throughout the contract period.

- b) The Vendor shall not commence work until such time as the required evidence of insurance has been filed with and approved by the Owner. The Vendor shall further ensure that evidence of the continuance of said insurance is filed at each policy renewal date for the duration of the contract.
- c) If the Vendor is an Independent Operator they must provide documentation to that effect as issued by the Workers' Safety and Compensation Commission.
- d) With the implementation of WSCC's electronic registration and accessibility to that information, if you have named the Owner in your profile, we will access that information online to determine compliance and a paper copy will not be necessary.

11.0 Conflict of Interest

The Vendor shall not hire any officer or employee of the Owner to perform any services covered by this Agreement.

The Vendor affirms that to the best of his/her knowledge there exists no actual or potential conflict between the Vendor's family, business, or financial interests and the services provided under this Agreement and, in the event of change in either private interests or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be raised with the Owner. The Vendor shall not be in a reporting relationship to an employee of the Owner, employee who is a near relative, nor shall the near relative be in a decision-making position with respect to the Vendor.

12.0 Confidentiality

The Vendor shall use his or her best efforts to keep confidential any information provided by the Owner and marked as "Confidential" or any oral information conveyed to the Vendor by the Owner and followed by a written communication within 30 days that said information shall be considered Confidential.

13.0 Non-Waiver

Waiver or non-enforcement by either Party of a term or condition shall not constitute a waiver or a non-enforcement of any other term or condition or any subsequent breach of the same or similar term or condition.

14.0 No Third Party Rights

Nothing in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

15.0 Records and Audit

- (a) In order to provide data for the calculation of fees on a time basis, the Vendor shall keep a detailed record of the hours worked by and salaries paid to his staff employed for the Project Service.

- (b) The Owner may inspect and audit the books, payrolls, accounts and records of the Vendor during regular office hours with respect to any item which the Owner is required to pay on a time scale or disbursement basis as a result of this Agreement.
- (c) The Vendor, when requested by the Owner, shall provide copies of receipts with respect to any disbursement for which the Vendor claims payment under this Agreement.

16.0 Standard and Performance

The parties acknowledge that the Owner, in selecting the Vendor to perform the services hereunder, is relying upon the Vendor's reputation for excellence in the performance of the services required hereunder. The Vendor shall perform the services in the manner of one who is a recognized specialist in the types of services to be performed. All deadlines set forth in the Agreement are binding and may be modified only by subsequent written agreement by the parties. The Vendor shall devote such time to performance of its, her, or his duties under this Agreement as is reasonably necessary for the satisfactory performance of such duties within the deadlines set forth herein.

17.0 Changes, Alterations and Additional Services

Changes to this Agreement will only be made by agreement in writing by both parties. With the consent of the Vendor, the Owner may in writing at any time after the execution of the Agreement or the commencement of the Project Services delete, extend, increase, vary or otherwise alter the Project Services forming the subject of the Agreement. When additional work is requested, the Vendor shall submit a schedule and price for completing the additional Project Services within 10 working days. The Vendor will not commence the additional Project Services until the Owner secures all necessary approvals for amending the Agreement and advises the Vendor in writing. If such action by the Owner necessitates additional staff or services, the Vendor shall be paid in accordance with Schedule 2 for such additional staff employed directly thereon, together with such expenses and disbursements.

18.0 Independent Contractor

The Project Services defined in this Agreement will be performed by the Vendor as an Independent Contractor at arms-length from, and not as an employee of the Owner.

19.0 Severability

If any provision of the Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

SCHEDULE 1

AGREEMENT

1.0 Vendor Name and Address

2.0 Terms of Agreement

The Vendor and/or Vendor and Subcontractors will complete the development and completion of a Salary Review and make the project available to the Owner by December 31, 2023.

3.0 Project Services

3.1 Project Deliverables

Details of the project deliverables are outlined in the Vendor's Proposal which document is hereby incorporated into this Agreement.

3.2 Work Plan

The Work Plan as included in the Vendor's Proposal is hereby incorporated into this Agreement.

3.3 Milestones

The milestones, as included in the Vendor's Proposal, are hereby incorporated into this Agreement.

SCHEDULE 2

Compensation and Reimbursement of Expenses

A detailed table will be provided by the Respondent and identified as Schedule 2 within the RFP Proposal package.

SCHEDULE 3

Declaration of Accessibility Compliance

COMPANY NAME:	
PRINT NAME:	
TITLE:	DATED:

I/we declare that I/we have read, understand and will meet or exceed all enacted accessibility Standards as amended from time to time.

I/we further declare that I/we will undertake to ensure all Subcontractors hired by us in completion of the Work will also comply with the above Standards.

Authorized Signature

Dated

Printed Name