

# REQUEST FOR PROPOSAL

REF-04-26-2017

Consultants are solicited for program assessment in connection with  
the Women in Business Initiative – NB

Issue date: May 23, 2017

Final date for proposal submission: June 6, 2017 at 12 noon, NB time



*NB Association of CBDCs  
L'Association des CBDC du N.-B.*



REF-04-26-2017

## REQUEST FOR PROPOSAL Women in Business Initiative Assessment

May 23, 2017

You are invited to review and respond to this Request for Proposal (RFP), entitled **Women in Business Initiative Assessment**. In submitting your proposal, you shall comply with instructions in this document.

In the opinion of the New Brunswick Association of Community Business Development Corporations (NBACBDC), this RFP is complete and without need of explanation. However, if you have enquiries, or should you need any clarifying information, the Contracting Authority for this requirement is:

Line Doiron  
(Executive Director, NBACBDC)  
Telephone: 506.548-2406  
Fax: 506.548-5008  
line.doiron@cbdc.ca

Please note that no *verbal* information given will be binding unless such information is issued in writing as an official addendum. All enquiries regarding the bid solicitation shall be submitted in writing to the Contracting Authority named herein as early as possible within the bidding period. **Enquiries shall be received no later than 48 hours prior to the bid closing date to allow sufficient time to provide a response. Enquiries received after that time may not be addressed prior to the bid closing date.**

To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation would have been sent, or to tenderer contact that would have been received, any information with respect to significant enquiries received and the replies to such enquiries without revealing the source.

All enquiries and other communications throughout the solicitation period are to be directed ONLY to the Contracting Authority named herein. Non-compliance with this condition during the bid solicitation period may (for that reason alone) result in disqualification of your bid.

The NBACBDC reserves the right to terminate the scope of work outlined in this RFP at anytime and has the right to not accept the lowest bid submitted.

**Proposals should be submitted by email to Line Doiron no later than noon on Tuesday June 6, 2017.** In addition, one (1) electronic copy and one (1) hard copy must be sent with original signature as shown in Annex A.

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## **A) Background and Context**

The network of the New Brunswick Community Business Development Corporations (CBDCs) provides business counseling, technological assistance and financial support to businesses and enterprises in rural regions of New Brunswick. The New Brunswick Association of CBDCs (NBACBDC) advocates on behalf of the ten CBDCs throughout the province, helping them to achieve their mandate of supporting the creation and expansion of businesses and enterprises.

In addition to provide advocacy for activities, the NBACBDC also manages the delivery of the Women in Business Initiative (WBI) in New Brunswick. The WBI was launched by the Atlantic Canada Opportunities Agency (ACOA) in 2003 with the aim of providing one-on-one support to women entrepreneurs living in both rural and urban areas. Four Development Officers support women business owners with information, network opportunities and available support services for business planning and growth.

Since inception, the WBI aspires to be the resource of choice for the advancement of women entrepreneurs, and the program is the only one in New Brunswick operating at a provincial level as a non-for-profit initiative dedicated to supporting women in business; those women are considered to be the new face of entrepreneurship as well as a thriving force in the New Brunswick's economy.

After fourteen years of supporting the WBI's mission in New Brunswick, the NBACBDC, which is responsible of administering the program, is looking to conduct an assessment in accordance with procedures to respect. The assessment to be undertaken by the NBACBDC will require the creation of a Monitoring Committee to ensure neutrality of the process.

The purpose of conducting a program assessment is to examine the effectiveness of the current delivery model and activities, and to provide options for governance and for improving or strengthening the WBI's economic impact. Further details on the WBI in New Brunswick are attached hereto as Annex C.

## **B) Purpose**

The purpose of this exercise is to undertake a review of the Women in Business Initiative (WBI) in New Brunswick, to assess the effectiveness of the current delivery model and activities, and to provide options for governance and for improving or strengthening the initiative's economic impact, within existing budget allocations.

The consultant should be familiar with the current WBI delivery models in context to other jurisdictions; however, the review should not be limited to only these provinces.

The NBACBDC is seeking proposals for a qualified consultant to work with a Monitoring Committee that operates on behalf of the NBACBDC. The successful proponent will be required to perform the Work Plan in accordance with the Statement of Work attached as Annex B, and will require relevant experience, experience in research and conducting interviews, experience with making recommendations on program delivery, etc.

### **C) Objectives**

The goal of this RFP is to select a qualified consultant to provide expertise in program assessment to a Monitoring Committee. It is recommended that this work include, but not limited to, interviews with stakeholders (e.g. economic development organizations/networks, women entrepreneurs, ACOA representatives, CBDCs, etc.) as well as research required to assess the following:

- Environmental scan for women entrepreneurs in New Brunswick, including strengths, weaknesses, opportunities and threats;
- Current needs for women entrepreneurs to start new businesses, grow or diversify their existing businesses, export their products and/or expand into new markets;
- Financial assistance opportunities for women entrepreneurs;
- Relevance of current activities and new opportunities to better meet current needs;
- Effectiveness of delivery model, including cost considerations and opportunities for improvement;
- Effectiveness of existing governance structure and opportunities for improvement;
- Results being achieved through current model;
- Best practices from other jurisdictions;
- Recommendations for moving forward.

For a full description of the project requirements, see the Statement of Work in Annex B.

During the assessment life cycle, the proposer shall work with Line Doiron (Contracting Authority), Executive Director of the NBACBDC and with the Monitoring Committee. For some matters, the Contracting Authority may refer the consultant to Jean-François Sonier, Project Development & Research Officer for the NBACBDC or to Sandra Bryar, Administrative Assistant for the NBACBDC. In addition, the proposer shall be prepared to meet with members of the NBACBDC's Executive Committee and/or any representative (e.g. the ACOA or the government of New Brunswick) via conference call or in person, as required.

## D) Minimum Qualifications for Proposers

We are seeking an experienced consultant to conduct the **Women in Business Initiative Assessment**, and to deliver follow-up reports. Ideally, at the end of the process, the final report will include a document that can be circulated to both the Monitoring Committee and the NBACBDC's Executive Committee, as well as to the ACOA and the government of New Brunswick.

The consultant shall have experience in the facilitation, coordination and design towards program assessment for the non-for-profit sector, and shall have knowledge in community economic development, and particular knowledge in women entrepreneurs' networks. In sum, qualifications required of the consultant/consulting firm for the Women in Business Initiative Assessment include but are not limited to:

- Expertise in completing similar studies;
- Broad knowledge of women in business in the province of New Brunswick;
- Expertise in determining the economic benefits to WBI related projects in New Brunswick.

Although all work must be completed in the English language, the consultant should be able to offer correspondence (written and oral) in both official languages.

## E) Proposal Requirements and Information

### 1) Key Action Dates

<u>Event</u>	<u>Date</u>	
Final date for proposal submission	June 6, 2017	12:00 noon
Proposal opening	June 8, 2017	4:00 PM
Proposed award date	June 15, 2017	12:00 noon
Project start	July 4, 2017	8:30 AM
Completion of WBI assessment	October 20, 2017	12:00 PM

### 2) Work Plan and Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. The proposer shall identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. Meeting dates shall be included here as well as timelines for completion.

#### a) Project Personnel

(List all personnel who will be working on the project and their titles and job descriptions and profiles)

b) Certifications, experience and references

(Bidders are to provide a Declaration of Experience including the profile of their organization, previous experience in program review, and three (3) references of clients from whom the proponent have completed a project of similar scope and nature, and that may be contacted to verify program review experience)

c) Facilities and Resources

(Explain where the services will be provided and what type of equipment is needed to perform the services)

d) Previous Final Report

(Provide one example of a Final Report that the proposer has delivered as part of a public procurement and that is open to public)

### 3) Proposed Budget and Incurring of Cost

The bidder shall provide a firm price, inclusive of all expenses relevant to the evaluation (professional fees shown as a per diem rate, administrative expenses, travel costs, and applicable taxes (GST/HST)), to carry out the work detailed in the Statement of Work attached hereto as Annex B. Our budget is **\$50,000 CDN and bids shall not exceed this amount.**

No costs incurred before receipt of a signed contract (Memorandum of Understanding) or before specified written authorization from the Contracting Authority can be charged to any resulting contract. Your attention is drawn to the fact that the NBACBDC is the only authority that can legally commit to the expenditure of these funds.

Invoices and supporting material are due on or before 30 days following that in which work has been completed in whole or in part. These documents as well as any change of address shall be sent to the attention of the Contracting Authority as detailed in the contract.

The NBACBDC reserves the right to pay a monthly fee for the provision of services outlined in this RFP and to apply a 10% hold back in payment for 30 days following completion of the implementation phase.

### 4) Submission of Proposal

a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal should be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.

b) One hard copy of the proposal must be submitted under **sealed** cover and sent to The New Brunswick Association of Community Business Development Corporations, 219, Main

Street, Suite 3, Bathurst, New Brunswick, E2A 1A9, by date and time shown above; at least one electronic proposal must be sent and received by the specific date, otherwise proposals received after this date and time will not be considered.

c) A minimum of one (1) hard copy of the proposal and one (1) copy in electronic format must be submitted.

d) The original proposal shall be marked "ORIGINAL COPY". All documents contained in the original proposal package shall have the original signature and shall be signed by a person who is authorized to bind the proposing firm. All additional proposal sets, if required, may contain photocopies of the original package.

e) The proposal envelope should be plainly marked with the RFP number (REF-04-26-2017) and title (Women in Business Initiative Assessment), your firm name and address, and should be marked with "DO NOT OPEN", as shown in the following example:

(Agency Name and Address)  
(RFP Number)  
(RFP Name)

DO NOT OPEN

Proposals not submitted under sealed cover and marked as indicated may be rejected. The Contracting Authority may tolerate to receive the sealed proposal by mail within three business days following the final date for proposal submission.

f) Proposals shall be submitted for the performance of all the services described herein. Any deviation from the work specifications may cause the proposal to be rejected.

g) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The NBACBDC may reject any or all proposals and may waive an immaterial deviation in a proposal. The NBACBDC's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

h) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer.

i) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

j) A proposer may withdraw its proposal by submitting a written withdrawal request to the NBACBDC, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline.

k) The NBACBDC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who would have received a proposal package.

l) The NBACBDC reserves the right to reject all proposals.

m) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

n) The NBACBDC does not accept alternate contract language (other than both official languages) from a prospective proposer. A proposal with such language will be considered a counter proposal and will be rejected.

o) No oral understanding or agreement shall be binding on either party.

## **5) Evaluation Process**

a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.

c) The proposals that meet the minimum qualifications will be evaluated and scored according to the criteria established. A decision will be made based on the following criteria:

- Experience with similar undertakings;
- Knowledge of the women entrepreneurs' networks, and the Community Futures Programs;
- Timeline;
- Skills of the lead consultant and team;
- Budget (please note, the lowest bidder will not necessarily be awarded the contract).

All bids received will be evaluated. It is essential that the elements contained in your bid be stated in a clear and concise manner. Failure to provide complete information as requested will be to your disadvantage. Bids should be submitted in the format requested. The Contracting Authority reserves the right to accept any bid as submitted without prior negotiations, not to accept any proposals received, and reserves the right

to contact any or all bidders to ask clarifying questions prior to the award of a contract and to negotiate with suppliers. It is the responsibility of the bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its bid. An example of the Evaluation Grid is shown in Annex D.

## **6) Resources and Bios**

Bidders are to indicate the availability of proposed resources, as well as back-up resources proposed and include resumes for those resources.

## **7) Award**

Notice of the award shall be communicated by email to the awarded proposer only, and can be divulged by the NBACBDC on request at the proposed award date and hour.

## **8) Disposition of Proposals**

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the NBACBDC, and will be returned only if requested in writing by the proposer.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

## **9) Applicable Laws**

The contract shall be interpreted and governed, and the relations between the parties, determined by laws in force in New Brunswick.

## **10) Agreement Execution and Performance**

- a) Performance shall start not later than 5 days, or on the express date set by the NBACBDC and the proposer, after all approvals have been obtained and the agreement is fully executed. Should the consultant fail to commence work at the agreed upon time, the NBACBDC, upon five (5) days written notice to the proposer, reserves the right to terminate the agreement.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

## **11) Disclosure of Information**

It is understood and agreed that the contractor shall, during and after the effective period of the contract, treat as confidential and not divulge, unless authorized in writing by the

Contracting Authority, any information obtained in the course of the performance of the contract.

## **12) Work Location**

The work is expected to be conducted at the consultant site.

## Annex A

### Proposal/Proposer Certification Sheet

The proposal should be submitted with a sealed envelope including One (1) hard copy with original signature, and One (1) electronic copy must be sent by email to the Contracting Authority.

A. I have read and understood the requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.

B. The signature affixed hereon and dated certifies compliance with all terms and conditions (or requirements) of this proposal document. The signature below authorizes the verification of this certification.

### An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ( )	3. Fax Number ( )
4. Address		
Indicate your organization type:		
5. <input type="checkbox"/> Sole Proprietorship	6. <input type="checkbox"/> Partnership	7. <input type="checkbox"/> Corporation
Indicate the Business Number and/or Corporation Number:		
8. Business Number:	9. Corporation No.	
10. Indicate applicable license and/or certification information:		
11. Proposer's Name (Print)	12. Title	
13. I hear by agree to all terms and conditions included in the RFP.	14. <input type="checkbox"/> YES or <input type="checkbox"/> NO	
15. Signature	16. Date	

## Annex B

### Statement of Work

The consultant will be responsible for providing expert advice throughout the project and for the following deliverables (note that proponents are not limited by the deliverables and may wish to expand on them):

- 1) Project Coordination: Including monthly meetings (15-30 minutes) with the Monitoring Committee to keep the project on schedule and to provide updates on progress and to receive input and suggestions from the Committee; an initial planning meeting will take place between the Monitoring Committee and the consultant to discuss the review process, establish timelines, and clarify expectations.
- 2) The consultant shall design and present an approach to meet expected results of this exercise and a work plan for approval by the Monitoring Committee ten working days following contract award.
- 3) Following Monitoring Committee approval, immediately initiate work to conduct and document reviews (literature), interviews, research, and analysis to prepare recommendations.
- 4) The consultant will be responsible for information gathering, analysis and presentation of a final report with recommendations to the Monitoring Committee. An analysis of the current and future needs for the WBI in New Brunswick is required.
- 5) A recommended framework/approach for the delivery of the WBI in New Brunswick should include, but not be limited to, the following:
  - a. A recommendation on the best approach, delivery model for WBI in New Brunswick (model should include which organization is best suited to deliver WBI in NB, what structure is required, should a board of advisors be created, if so, how should this board be created, required governance, how many employees, whether it should be structured by geography or by subject matter experts, bilingual considerations, required staff qualifications, etc.);
  - b. New approach/model should include expected results and the mechanism to track performance;
  - c. Review and presentation of current and future opportunities for women entrepreneurs in New Brunswick (review of current literature);
  - d. Means to encourage and facilitate partnerships for women entrepreneurs in New Brunswick;
  - e. Propose an execution plan for implementation of the recommended model;

- f. Complete survey responses;
  - g. An analysis and aggregates of survey responses;
  - h. Commentary on information gathered.
- 6) The consultant shall be responsible for the quality of work performed, the associated costs and the scheduling and performance of sub-contractors.
  - 7) The consultant shall provide to the Monitoring Committee two (2) hard copies of an Interim Report outlining the overall progress to date and anticipated report structure within six (6) weeks following contract award and shall meet with the Committee to review this report and receive guidance.
  - 8) The consultant shall provide to the Monitoring Committee one (1) electronic and one (1) hard copy of a Draft Final Report within twelve (12) weeks following contract award and shall meet with the Monitoring Committee to review this draft and receive guidance.
  - 9) The consultant shall prepare and give a presentation to the Monitoring Committee on the findings of the study on or before September 22, 2017.
  - 10) The consultant shall provide two (2) hard copies of a Final Report and one copy in Portable Document Format (pdf), incorporating any changes suggested by the Monitoring Committee, by October 20, 2017.
  - 11) The consultant shall provide one copy of a PowerPoint presentation presenting the findings in the Final Report.
  - 12) The consultant shall, at the end of the contract, provide material collected from this exercise in an electronic format (e.g. Excel).
  - 13) The consultant shall, at the end of the contract, provide a list of women entrepreneurs interviewed, and women in business networks.
  - 14) Key individuals to be consulted could include:
    - a) CBDCs
      - Line Doiron, Executive Director, NBACBDC
      - Audrey Poitras, Julie Pinette, Kim Landry, Sarah Corey Hollohan, New Brunswick WBI Development Officers
      - Executive Directors and members of the NBACBDC

## b) ACOA

- Linda MacDonald, Program Manager, ACOA District Office (Saint John)
- Jeanetta Hill, Program Director, ACOA New Brunswick
- Carly Campbell, Economic Development Officer, ACOA Nova Scotia
- Anne Marie White, Economic Development Officer, ACOA Newfoundland & Labrador
- Lyne Caissie, Economic Development Officer, ACOA New Brunswick
- Courtney Amo, Director of Evaluation, ACOA Head Office (Moncton)
- Claire Dulong, Program Manager, ACOA District Office (Moncton)

## c) Outside Contacts

- Tanya Priske, Executive Director of the Nova Scotia Centre for Women in Business
- Paula Sheppard, Chief Executive Officer of the Newfoundland and Labrador Organization of Women Entrepreneurs Inc.
- Conseil économique du Nouveau-Brunswick
- Province of New Brunswick
- Nancy Mathis, Executive Director of the Wallace McCain Institute
- Janice MacPherson, Program Manager of the Wallace McCain Institute
- Dr. Dhirendra Shukla, University of New Brunswick
- Université de Moncton
- Karina LeBlanc, Executive Director of Pond-Deshpande Centre
- Women business owners
- Members of women business networks in NB
- Ruth Vachon, Réseau des Femmes d'affaires du Québec
- Beth Lyons, NB Women's Council
- Mary-Clare White, Women's Equality Branch
- BDC (Moncton), Lisa Laforge

## Annex C

### Women in Business Initiative in New Brunswick

#### A) Program's Background

Women in Business Initiative (WBI) in New Brunswick aims to provide women with access to the training, information, and resources needed to succeed in business. The WBI does this through connecting the women who come to them for help with support services and resources in each client's respective community or region. The WBI further seeks to provide women with support in the following ways:

- Access to information;
- Connection with funding organizations for access to capital;
- Mentor-style one-on-one counselling from four Development Officers divided in four territories (Northwest, Northeast, Southwest, and Southeast);
- Training programs and information sessions. Training offered is broad and varied, focused on courses to women entrepreneurs addressing specific needs in administration skills, leadership skills, financial management, expanding markets, trade and e-commerce/technology, and any other skills that can provide women business owners with growth opportunities;
- Funding for Consulting Advisory Services (CAS);
- Networking events and activities for women;
- Trade and export awareness through connecting women with organizations (e.g. WBE Canada, Atlantic Canadian Women in Import and Export) that can help female-owned businesses move into trade as well as through providing referrals to trade experts and trade missions and activities.

The WBI is continuing to work to increase their online presence, both through increased development of their website and through social media expansion (Facebook, YouTube and Twitter). This online expansion is implemented and maintained by a Marketing and Social Media Assistant.

#### B) Program's Structure

The WBI in New Brunswick is overseen by the Executive Director of the NBACBDC, and employs four full-time Development Officers, as well as a Marketing and Social Media Assistant. Also, an Administrative Assistant employed by the NBACBDC gives support to the program. The WBI ties each of its Development Officers to geographical locations (Northwest, Southwest, Northeast, and Southeast) in order to serve all areas of the province in both rural and urban communities.

### C) Program's Results

The ACOA-New Brunswick's most recent WBI Annual Project Review outlines the success of the program over the 2015-2016 year through attendance rates and participant self-satisfaction reports. Specifically, it is noted that the number of counselling sessions and counselling participants exceeded initial estimates, as did participants' rate to WBI-organized events and networking sessions.

The results for the activities outlined in the 2015-2016 fiscal year for the WBI in New Brunswick were successful and the NBACBDC met and exceeded expectations as follows:

- Number of Consulting Advisory Services (CAS) conducted: 28
- Number of counseling sessions: 447 (459 participants)
- Number of training sessions: 50 (508 participants)
- Number of networking sessions: 6 (183 participants)
- Number of recognition events: 12
- Number of presentations to partners: 84

**Annex D**  
**Evaluation Grid**

<b>Women in Business Initiative Assessment RFP</b>	
<b>CRITERION</b>	<b>POINTS</b>
<b>1. Qualification</b>	<b>30 PTS MAX</b>
A) Company background: Summary of company history, experience, expertise, working knowledge in community economic development, and particularly in women entrepreneurs' networks.	/ 15
B) Company management & references: Resumes of company resources' capacity on how assessment will be managed. Skills of the lead consultant and team.	/ 15
<b>TOTAL</b>	<b>/ 30</b>
<b>2. Merits of the proposal</b>	<b>60 PTS MAX</b>
C) Timeline displayed in the Statement of Work: In regards to the consultant's availability and ability to conduct the assessment in accordance with the Contracting Authority's timeframe.	/ 15
D) Quality of proposed approach in conducting program assessment.	/ 25
E) Quality and completeness of the proposal and adherence to requested requirements as outlined in the RFP.	/ 20
<b>TOTAL</b>	<b>/ 60</b>
<b>3. Costs</b>	<b>10 PTS MAX</b>
F) Total budget or fee for service	/ 10
<b>TOTAL</b>	<b>/ 10</b>
<b>GRAND TOTAL</b>	<b>/ 100</b>

## Annex E

Below is a checklist to help you gather documentation and information to include in your proposal; However, this checklist is not necessarily exhaustive, and all items mentioned previously in this RFP shall be considered.

Items	Check
Complete and sign <b>Proposal/Proposer Certification Sheet</b> (Annex A)	<input type="checkbox"/>
One sealed and hard copy of proposal with the original signature shown in Annex A	<input type="checkbox"/>
One electronic copy emailed prior to the deadline for submission	<input type="checkbox"/>
Attached Bios for resources	<input type="checkbox"/>
Attached Three (3) References	<input type="checkbox"/>
Attached one example of a final report delivered for public procurement	<input type="checkbox"/>
Work Plan and Schedule Requirements	<input type="checkbox"/>

## Annex F

# SAMPLE CONTRACT

This Annex is a Sample Contract only and will differ from the real Contract that will be based on the Monitoring Committee's expectations according to the Statement of Work. The Contract will be an agreement made between the New Brunswick Association of Community Business Development Corporations (NBACBDC), having its principal place of business at 219 Main Street, Suite 3, Bathurst, New Brunswick (hereinafter "contracting authority") and **Name of the Consultant** of **Name of the Consulting Firm** having its principal place of business at \_\_\_\_\_.

## Terms and Conditions of the Contract

### Standard Instructions and General Conditions

1. This agreement is governed by and is to be construed in accordance with the laws of the province of New Brunswick.
2. You must comply with all applicable laws of the province of New Brunswick.
3. We must make available to you all information in our possession which we consider pertinent to your performance in the execution of your assignment.
4. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
5. No modification of this agreement is effective unless it is in writing and signed by the parties.
6. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
7. All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration administered by the laws of the province of New Brunswick under its rules.
8. If strikes, lockouts, government regulations or controls, fire, Acts of God, or any other causes beyond your or our control, prevents either party from complying with this Agreement, then such party shall be excused from complying, after all reasonable efforts have been exhausted to comply. Such an event of force majeure shall not give rise to any claim for damages, or result in any increase in the contract price.
9. The schedules to this agreement are part of this agreement.

10. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict, unless it states that it operates despite a conflicting provision of this agreement.
11. In this agreement, “Services”, “Work” and “assignment”, refer to the work specifications presented in the Statement of Work.

### **Contractor’s obligations**

12. You must supply and pay for all labour, materials, and approvals necessary or advisable to provide the Services.
13. You must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
14. You must provide and supervise a sufficient number of personnel to enable timely and proper performance and completion of the Services. All such personnel shall be competent, English or French literate as required per assignment, efficient and qualified by education, training and experience to carry out the tasks to which each is assigned.
15. You must reassign, replace or remove a worker who does not meet the requirements in Clause 14, or who has behaved or is likely to behave in a manner detrimental to the provision of the Services, or has violated or is likely to violate our security, or violate the confidentiality of the material or data.
16. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, in form and content satisfactory to us.
17. You must permit us at all reasonable times to inspect and copy all material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the “material”), including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.
18. You must indemnify and save harmless the NBACBDCs, our employees, agents and authorized representatives, and each of them from and against losses, claims damages action and causes of action (collectively referred to as “Claims”), that the NBACBDCs may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this agreement, that arises out of errors, omissions or negligent acts of the Contractor or its subcontractor(s), servant(s), agent(s) or employee(s) under this agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or negligent acts of the NBACBDCs, its other contractor(s), authorized representative(s) or any other persons.
19. At your own expense, you shall obtain Workers Compensation Board coverage for yourself, your subcontractors, all workers and any shareholders, directors, partners or other individuals employed or engaged in the performance of the Services. You must comply with all conditions of the *Workers Compensation Act* and regulations relating there under, and upon request, must provide us with proof of such compliance.

20. You must be responsible for all fines, levies, penalties and assessments made or imposed under the *Workers Compensation Act* and regulations relating in any way to the Services, and indemnify and save harmless us, our employees and agents, from and against any such fines, levies, penalties and assessments.
21. You must not assign your rights under this agreement without our prior written consent.
22. You must not subcontract any obligation under this agreement, other than to persons or firms listed in this agreement, without our prior written consent. We may, for reasonable cause, object to the use of a proposed subcontractor and require you to retain another qualified subcontractor. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor fully complies with this agreement in performing the subcontracted Services.
23. You must not provide any services to any person in circumstances, which in our reasonable opinion could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
24. You must not do anything that would result in personnel you hire being considered our employees.
25. You must not commit or purport to commit us to pay any money except as authorized by this agreement.
26. We must pay you for the Services at the rates and times described in this contract. We must pay you for expenses in accordance with Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services. We are not obliged to pay you more than the maximum amount or dollar limit specified in this contract on account of fees and expenses.
27. Unless otherwise stated by the proponent, all terms and conditions of this contract document are assumed to be accepted at the moment of signing.
28. Upon acceptance of this contract, prices will be firm for the entire contract period.
29. The proponent must agree to maintain security standards consistent with security policies of the province of New Brunswick. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties.
30. The proponent shall give all the notices and obtain all the licenses and permits required to perform the work. The proponent shall comply with all the laws applicable to the work or the performance of the contract.

### **Non-disclosure agreement**

31. It is understood and agreed that the contractor shall, during and after the effective period of the Contract, treat as confidential and not divulge, unless authorized in writing by the Project authority, any information obtained in the course of the performance of the Contract.
32. Information pertaining to the NBACBDCs obtained by the proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the client and/or the NBACBDCs.
33. The information encountered by the contractor throughout the execution of this assignment, or any portion thereof, may not be used for any purpose other than the benefit of the NBACBDCs.
34. Clauses 17, 18, 23, 31, 32 and 33 continue in force indefinitely, even after this agreement ends.

### **Non-compliance with agreement conditions**

35. If you fail to observe, perform or comply with any provision of this agreement, we may, at our sole discretion:
  - a. permit the service contract to continue, giving you a time limit for compliance, rectification, or both; or
  - b. suspend all or part of the service contract, including payments in whole or in part, giving you a time limit for compliance, rectification, or both
36. Where we have set a time limit for compliance, rectification or both and, in our opinion, you fail to meet the time limit; we may employ whatever means necessary to rectify the non-compliance by termination of contract agreement.

### **Termination**

37. Despite clause 36, we may terminate this agreement for any reason on giving 5 days' written notice of termination to you. If we do so for any reason other than your failure to comply with this agreement, we must pay you that portion of the fees and expenses described in this contract, which equals the portion of the services that was completed to our satisfaction before termination. That payment discharges the NBACBDCs from all liability to you under this agreement.

### **Statement of Work**

The Contractor shall perform the Work and deliver to the Project Authority at the place and time designated by the Project Authority, those deliverables specified in accordance with the Statement of Work detailed in this contract (attached hereto) and forming part of this Contract.

### **Period of Contract**

The period of this Contract shall be from \_\_\_\_\_ to \_\_\_\_\_.

## **Project Authority**

Name:

Position:

New Brunswick Association of CBDCs  
275, Main Street, Suite 212-R, Place Harbourview, PO Box 5  
Bathurst, NB E2A 1A9

Telephone (506) 548-2406

Facsimile (506) 546-2661

The Project Authority is responsible for the management of the deliverable aspects of this Contract. A copy of all final deliverables is to be forwarded to the NBACBDCs' Project Authority. The deliverables are to be in hard copy and electronic versions as appropriate.

## **Contracting Authority**

The Contracting Authority named on Page 1 of this document is responsible for the management of this Contract and any changes to the Contract must be authorized by a formal Contract amendment issued by the Contracting Authority. The Contractor is not to perform work in excess of or outside the scope of this Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned authority.

## **Basis of Payment**

Subject to the terms and conditions of this Contract and in consideration for the performance of the Work, the Contractor shall be paid in accordance with the following for work and services performed pursuant to this Contract.

## **Limitation of Expenditure**

No increase in the total liability of the NBACBDC or in the price of Work resulting from any design changes, modifications or interpretations of specifications, made by the Contractor, will be authorized or paid to the Contractor unless such changes, modifications or interpretations, have been approved in writing by the Contracting Authority prior to their incorporation into the Work. The Contractor shall not be obliged to perform any work or provide any service that would cause the total liability of the NBACBDC to be exceeded unless the Project Authority authorizes an increase.

## **Invoices**

All invoices must include the Contract numbers, HST registration number and be detailed as per the Basis of Payment. Each invoice shall include: the total amount of HST charged; separation of HST taxable and non-taxable supplies; and a description of each supply. Where the invoice is in respect of taxable supplies and supplies to which tax does not apply, the tax status of each will have to be shown.

These documents as well as any change of address shall be sent to the attention of the Project Authority at:

\_\_\_\_\_, **Executive Director**  
New Brunswick Association of CBDCs  
219 Main Street, Suite 3  
Bathurst, NB  
E2A 1A9

Enquiries concerning unpaid invoices are to be directed to the Executive Director.

### **Travel and Living Expenses**

The Contractor will be paid for authorized reasonable and proper travel and living expenses incurred in the performance of the Work, without any allowance therein for overhead or profit, and these costs will be reimbursed in accordance with Government of Canada Treasury Board Travel and Living Guidelines in effect at time of travel (see Schedule "B" attached hereto and forming part of this Contract).

All travel must have the prior authorization of the Project Authority and all payments are subject to Government audit.

### **GST/HST**

All prices and amounts of money in the Contract are exclusive of Goods and Services Tax (GST) or Harmonized Sales Tax (HST), as applicable, unless otherwise indicated.

The estimated GST or HST is included in the total estimated cost. GST or HST, to the extent applicable, will be incorporated into all invoices and shown as a separate item on invoices. All items that are zero-rated, exempt or to which the GST or HST does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to Canada Customs and Revenue Agency any amounts of GST and HST paid or due.

### **Work Location**

Normally, the Work shall be performed at the Contractor's own place of business. At the request of the contractor, the Project Authority may provide facilities as necessary to the execution of the contractor's assignment. Technical and clerical support, supplies and equipment necessary to accomplish tasks are to be provided by the Contractor.

### **Liability**

It is hereby understood and agreed that, except to the extent caused by or due to the NBACBDCs, the NBACBDCs shall not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Contractor or any employee, agent or representative of the Contractor caused or alleged to be caused as a result of performing the Contract. The Contractor agrees to fully protect and indemnify the NBACBDCs and not to make any claims or demands against the NBACBDCs in respect of any of the foregoing contingencies.

### **Education and Experience**

The Contractor certifies that all statements made with regard to the education and experience of individuals proposed for completing the subject Work are accurate and factual, and the Contractor agrees

that The Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the Contract being terminated for default pursuant to the terms of the general conditions forming part of this Contract.

### **Time Verification**

Time charged and the accuracy of the Contractor's time recording system may be verified the NBACBDCs' representatives before or after payment is made to the Contractor under the terms and conditions of the Contract. If verification is done after payment, the Contractor agrees to repay any overpayment immediately upon demand by the NBACBDCs.

## **Schedule "A" Statement of Work**

### **STATEMENT OF WORK**

The Consultant will provide services to the client in accordance with their proposal dated \_\_\_\_\_.

The terms of reference for the assignment are as follows:

#### **Deliverables:**

*Insert the deliverables as indicated in the consultant's proposal*