



SOLE SOURCE AUTHORIZATION

- ◆ This form must be completed with applicable signatures prior to initiating contracting procedures.
- ◆ Requests for Sole Source Authorization must come from the program Director or Manager.
- ◆ This form must be authorized in accordance with the departmental signing authorities for Sole Source contracts.
- ◆ **This form must be attached to the contract.**

Name of Proposed Contract: <u>JOHN TODD HOLDINGS LTD.</u>	PACKAGE B
Service Contract/RS/LCA Number: <u>SC 409366</u>	
Description of Good and Services Required: <u>STRATEGIC ADVISOR</u>	
Start Date of Proposed Contract: <u>JAN. 01, 2008</u>	
Value of Contract: <u>\$48,000.00</u>	

Identify which criteria is met: (In accordance with FAM Directive 9904 - Government Contract Regulations)

- The goods, services or construction are urgently required and delay would be injurious to the public interest. (Typically, this means something that is an emergency and the consequences of delay have significant cost implications. An inability to plan or organize ahead of time does not validate a sole-source contract.)
- Only one party is available and capable of performing the contract.** (Typically, this suggests one or more of the following reasons. (please identify with justification below):
- the work is quite unusual
 - a legal cooperative agreement exists with the contractor
 - geographic limits on the availability of materials and supplies used (eg. In construction/repair of roads)
 - to maintain security or order or to protect human, animal or plant life or health
 - prototype, experiment or original development
 - statutory monopoly
 - **an absence of competition (only one business available and capable)**
 - compatibility, copyright and patent rights, or to maintain manufacturers warranty)
- The contract is a consulting or legal services contract that will not exceed \$25,000. (Explanation as requested below is not necessary)

Explain and justify the reason for choosing one of the above: (APPROPRIATE DOCUMENTATION MUST BE ATTACHED)

The contractor is most familiar with the requirements under this contract. They are experts in their field, are acquainted with the preferences of the Premier's office, and are uniquely able to deliver the contracted services.

Manager/ Director
Allen [Signature]
Assistant Deputy Minister / Deputy Minister

Date
DEC. 31, 2007
Date



CONTRACT FOR SERVICES

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Owner: Government of the N.W.T. Executive Premier's Office PO Box 1320 Yellowknife NT X1A 2L9	Contact: Allen Stanzell
	Phone: (867) 669-2333 Fax: (867) 873-0169

DESCRIPTION OF SERVICES REQUIRED

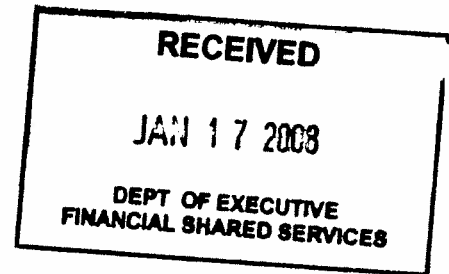
General Title of Contract Strategic Advisor	Term of Contract: From Jan 1, 2008 To Dec 31, 2008
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Under direction from the Premier the Contractor shall provide strategic advice and assistance to the Premier and his office regarding:

- Relations between the Premier and Prime Minister and other Federal Ministers, including their offices and staff;
- Relations between the Premier and other territorial and provincial Premiers, including their offices and staff;
- Issues related to portfolios held by the Premier.

The GNWT agrees to pay for the services a total amount no greater than \$48,000 (Forty-eight Thousand Dollars) based on a rate of \$4,000 (Four Thousand Dollars) per month.

The GNWT agrees to reimburse the contractor for expenses incurred in the performance of the contract. Travel expenses will be reimbursed only for travel which has received prior approval from the Premier and will be reimbursed upon submission of receipts in accordance with the approved travel directives and guidelines of the GNWT.



CONTRACTOR

Name of Firm John Todd Holdings Ltd.	Address 102 Unit 102, 10178 - 117th Street Edmonton AB Canada T5K 2X9
Contact John Todd	
Phone (780) 297-2247	Fax (780) 644-0289
Email	

The Contractor hereby covenants and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions set out herein and in any attached appendices and/or other attachments, the work described above, on or before Dec 31, 2008 for the total bid price of

Forty Eight Thousand Dollars and Zero Cents

\$48,000.00

Authorized Signature

Title

Date

OWNER ACCEPTANCE - When signed, this document becomes a Contract.

Authorized Signature

Title

Date

President

21/12/2007

PRINCIPAL SECRETARY

Jan - 15/08



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General Conditions

1. **DEFINITIONS:** In the contract
 - i. Contracting Authority means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer.
 - ii. G.N.W.T. means the Government of the Northwest Territories.
 - iii. Contractor means the legal entity that has been awarded the contract.
 - iv. Work means the goods, services or construction as set out herein.
 2. **APPLICABLE LAW:** This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
 3. **ENTIRE CONTRACT:** This contract, including the Signature Page, General Conditions, Supplementary Conditions and any attached Schedules, comprises the entire agreement between the parties and supersedes all written or oral communications, negotiations and agreements relating to the Work made prior to the date of this contract
 4. **STATUTORY CONDITION:** It is a condition of this contract that payment hereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows: "It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."
 5. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and the G.N.W.T. Payroll Tax.
 6. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.
 7. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
 8. **AMENDMENTS:** This contract may only be amended, extended or renewed by the written consent of the parties.
 9. **SUCCESSION:** This contract shall enure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
 10. **SEVERANCE OF TERMS:** It is intended that all provisions of this contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
 11. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is performed by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the G.N.W.T. must be obtained in accordance with s.69(4) of the Financial Administration Act.
 12. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
 13. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
 14. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail at the address on the front of this contract.
 15. **GOODS & SERVICES TAX:** The GNWT certifies that the Work to be purchased from the Contractor will be purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred in providing the Work if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.
 16. **WORKPLACE CONFLICT:** The parties and their employees, agents, and representatives shall observe and be bound by the Workplace Conflict Resolution Policy of the G.N.W.T. as it applies to this contract. A copy of the Workplace Conflict Resolution Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/documents/Workplaceconflictresolutionpolicy.pdf>. The Contractor shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for the purposes of the contract who, in the opinion of the GNWT, has violated the Workplace Conflict Resolution Policy.
 17. **ACCESS TO INFORMATION:** All information, including documents, submitted to the GNWT are in the custody and control of the GNWT and thus subject to the protection and disclosure provisions of the Access to Information and Protection of Privacy Act. This Act allows any person a right of access to the records in the custody or under the control of a public body subject to limited and specific exemptions.
- ### CONTRACTOR'S RESPONSIBILITIES
18. **EQUIPMENT:** The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary.
 19. **SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
 20. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all legal requirements, and shall have and maintain, at its cost, all permits, licences and fee required for the performance of the Work.



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General Conditions

21. **INDEMNITY:** The Contractor shall indemnify and hold harmless the GNWT, its officers, employees, servants and agents from and against all claims, actions causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.
22. **RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
23. **CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
24. **NOTICE OF CLAIM:** The Contractor shall give notice to the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
25. **INVOICING:** The Contractor must submit to the GNWT an invoice in satisfactory form upon completion of the Work or at other times as required.

GNWT RIGHTS AND OBLIGATIONS

26. **BREACH OF CONTRACT:** The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
27. **DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under this Contract hereunder the GNWT may do any act it deems necessary to rectify such default and may deduct or set off the cost of such rectification against any amount or payment due to the Contractor.
28. **SET OFF:** The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT.
29. **TERMINATION:** The GNWT may terminate this contract at any time, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority: the Contractor is unable to perform the Work as required; the Contractor's performance of the Work is faulty; the Contractor becomes insolvent or commits an act of bankruptcy; in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract; or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice.
30. **PAYMENT:** Upon completion of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after delivery of the Work, whichever is later.
31. **LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, how ever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible.



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TERMS AND CONDITIONS FOR CONTRACTED SERVICES

1. The Contractor shall provide the services set out herein to the full satisfaction of the GNWT.
2. The Contractor shall perform the Work to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services customary to the Work.
3. The Contractor shall ensure that all persons employed or retained to perform the Work are competent to do so and are properly trained, licensed (if legally so required) and supervised in carrying out their assigned duties and tasks.
4. The GNWT may make written changes to the Work by adding to, deleting from or revising the Work so long as the changes are reasonable and do not fundamentally alter the contract and the Contractor shall comply with such changes. The Contractor shall determine how the changes are to be made.
5. The Contractor shall maintain the following insurance coverage for the duration of this contract:
 - Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof
 - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death, and damage to property.
6. The Contractor will not provide any services to any person in circumstances, that, in the reasonable opinion of the GNWT, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to the GNWT under this contract.

TERMS AND CONDITIONS FOR CONSULTING SERVICES

1. At all reasonable times, the Contractor shall allow the GNWT to inspect and copy any and all material produced or acquired by the Contractor, its employees or subcontractors, pursuant to this agreement including without limitation, all accounting records, financial statements, reports, surveys, findings, software, data, specifications, drawings, sketches, photographs, prints negatives, graphics, artwork, manuscripts and documents, whether complete or not (collectively the "Material").
2. All copyright in the Material belongs exclusively to the GNWT and on request the Contractor shall deliver documents satisfactory to the GNWT, waiving any moral or other legal rights the Contractor or his employees or subcontractors may have in the Material and confirming and vesting such copyright in the GNWT
3. The Material and any information or other property of the GNWT provided to the Contractor in furtherance of this contract is and shall remain the exclusive property of the GNWT and the Contractor shall treat all such Material and information as confidential and not permit its disclosure without prior written consent of the GNWT, except as required by law.
4. The Contractor shall maintain the following insurance coverage for the duration of this contract:
 - Professional Liability Insurance with limits of not less than \$500,000 per claim and \$1,000,000 in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional services under this contract.