



NUNATSIAVUT

kavamanga Government

Request for Proposals Business Continuity and Disaster Recovery Plan

Issue Date:
August 10th, 2020

Closing date and time:
September 4th, 2020 at 4:00 pm ADT

Background and Context

The Nunatsiavut Government (“NG”) requires the professional services of an external Consultant to assist in the development of a Business Continuity and Disaster Recovery Plan (the “Business Continuity Plan”). The Business Continuity Plan should address the possible disaster events that could affect NG’s operations and outline strategies to minimize disruptions to the delivery of NG’s essential programs and services during said disaster events.

The NG was established in 2005 following the finalization of the Labrador Inuit Land Claims Agreement (“LILCA”). The LILCA includes self-government provisions rendering the NG a regional Inuit government within the province of Newfoundland and Labrador. The NG has authority over many areas of governance including health, education, housing, culture and language, justice and community matters.

The NG is organized into seven departments:

- Nunatsiavut Secretariat;
- Nunatsiavut Affairs;
- Health and Social Development;
- Education and Economic Development;
- Lands and Natural Resources;
- Language, Culture and Tourism; and
- Finance, Human Resources and Information Technology.

Information about the role of each department can be found on the NG’s website (www.nunatsiavut.com).

Project Overview, Objectives and Scope

Project Overview

The NG requires a Consultant to create a Business Continuity Plan to secure the continuity of NG's operations in case of emergency or disaster (the "Project"). The Plan should ensure the NG is prepared for such disastrous events and outline the processes necessary to ensure the resumption of normal of operations as soon as possible after an emergency or disaster, so as to minimize the disruption to program and service delivery. The Business Continuity Plan must also include processes for securing and the recovery of IT data that may be affected by a disaster. There is an outdated IT disaster recovery plan that can be used as a starting point for this element of the Project.

Objectives

The objectives of the Project include:

1. Completion of a risk assessment of operations and identification of events that could negatively impact NG's operations;
2. Identification of NG's critical operational functions and the services, programs and staff required for these functions;
3. Renewal of the current IT disaster recovery plan;
4. Development of a succinct and appropriately sized business continuity plan that identifies and addresses recovery strategies for major threat scenarios relevant to the NG;
5. Presentation of the initial draft of the Business Continuity Plan to NG; and
6. Completion and presentation of the final form of the Business Continuity Plan to the NG.

Business continuity within the NG during an emergency or disaster will be ensured through the implementation of the processes outlined in the Plan. The Business Continuity Plan will also be used during annual test runs of the Plan. The Consultant should have experience with planning, designing, organizing, and implementing business continuity and disaster recovery programs.

Scope

The Consultant should plan on conducting at least two stakeholder engagement sessions within the NG to identify the needs of the stakeholders. The Consultant must complete a risk assessment and identification of NG's critical operational functions and programs and services that must be maintained during an emergency or disaster.

Any additional project duties or deliverables a proponent believes should be added to the scope of the Project should be described in the proposal along with a justification for their inclusion. A set fee for these duties or deliverables should be included in the Cost of Services, as noted below.

This project should be completed within three months from the awarding of the contract.

Additional Information

The NG has a large workforce of approximately 315 permanent and temporary employees. This tally does not include those individuals employed in casual call-in positions. There are 19 office sites across eight locations in the province, specifically in the five (5) Inuit communities, Happy Valley-Goose, North West River, and St. John's, NL.

The NG has an internal Information Technology ("IT") Division composed of six (6) personnel. The NG has approximately 25-30 servers which includes both physical and virtual servers. The IT Division also operates its own internal Helpdesk.

The NG uses several software applications in its operations, notably in the following divisions:

- Finance Division;
- Membership Office;
- Education Division;
- Non-Insured Health Benefits ("NIHB") program under the Health Services Division; and
- Lands Division.

The NG has access through a Memorandum of Understanding with Labrador Grenfell Regional Health Authority to five (5) clinical data apps.

Evaluation Criteria for Proposals

The NG will evaluate each proposal received in response to this RFP using the following criteria, which is not intended to be exhaustive and is not ranked in order of preference or priority:

- a) Completeness, thoroughness and relevance of the proposal submitted in response to this RFP;
- b) Relevant experience of the firm;
- c) Relevant experience and knowledge of key personnel;
- d) References, including the contact information of former clients;
- e) Schedule of rates and fees;
- f) Inuit Content as outlined in the Nunatsiavut Government's *Procurement Act*; and
- g) Other criteria as may be applicable.

The Nunatsiavut Government reserves the right to discuss any and/or all proposals, to request additional information from the proponents.

The Nunatsiavut Government may not accept the lowest-cost or any proposal and the Nunatsiavut Government reserves the right to cancel this RFP at any time. Any proposal that is accepted may be accepted in whole or in part.

The *Procurement Act* will be used to determine the Inuit Content Factor of the submissions and the weighting of the points assigned in this category. **It is the responsibility of proponents to show, in their proposal, a calculation of the Inuit Content Factor for the proposal even if the proponent believes that the Inuit Content Factor of their proposal to be '0'. Failure to do so will result in an Inuit Content Factor of '0' being applied to the proposal.**

Required Proposal Content

- a. Table of Contents
Proposals should include a table of contents properly indicating the section and page numbers of the information included.

- b. Executive Summary
Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Consultant’s unique qualifications and services.

- c. Background, Experience & Capabilities
 - i. Background Information
Provide general information on the Consultant, including a brief history of the firm and the number of years in business. The proposal should include resumes, relevant project experience, availability, current workload and office location of all key personnel.

 - ii. Project Experience
Project experience should include a comprehensive list of relevant past project experience.

- d. Organizational Chart
The chart should indicate the names of the individuals to be involved in the major tasks of the project and the lines of responsibility. The organizational chart should also include the specific responsibilities of the key personnel and their role on the project team.

- e. References
The Consultant should include references related to relevant work experience.

- f. Schedule of Rates and Fees
In addition to items noted in the Project Overview, Objectives and Scope, the Cost of Services should include a set fee for any duties added to the scope. The Consultant shall describe how professional fees will be calculated, based on level of effort, for each of the tasks.

All prices quoted in the proposal are to be in Canadian funds and are to show applicable taxes.

- g. Other Benefits
The Consultant should describe any other services or benefits the NG may realize through these services.

Instructions to Proponents

Enquiries

All enquiries regarding this Request for Proposals must be made in writing by e-mail and addressed to:

Rexanne Crawford, CPA, CA
Deputy Minister
Department of Finance, Human Resources and Information Technology
Nunatsiavut Government
P.O. Box 70
Nain, NL A0P 1L0
rexanne.crawford@nunatsiavut.com

Such enquiries should be delivered by **August 19, 2020** so that questions and answers can be sent to all proponents as an addendum. Information given by word of mouth will not be valid or enforceable.

Addenda

If deemed necessary by the NG, responses to any questions and/or any additional information will be issued by the NG in the form of an addendum, which shall form part of this RFP.

Any addenda issued to this RFP will be posted on the NG website at www.nunatsiavut.com. It is the responsibility of the proponent to ensure that it has received any addenda issued prior to the proposal submission date. Upon submitting a proposal, a proponent will be deemed to have received notice of all addenda that have been issued.

Address for Submissions

To be considered, electronic copies of proposals should be sent to Rexanne Crawford, Deputy Minister at rexanne.crawford@nunatsiavut.com.

FACSIMILE TRANSMISSIONS WILL NOT BE ACCEPTED.

Submission Deadline

Proposals must be received on or before 4:00 pm Atlantic Time on September 4, 2020 (the "Closing Date"). **PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

Proposals will be open for acceptance for at least ninety (90) days following the Closing Date.

General Conditions

Specific requirements outlined below do not constitute the final terms of the agreement or the engagement. A separate agreement between the two parties will determine the ultimate terms.

Governing Law

The laws of Nunatsiavut and in particular the *Procurement Act* govern this RFP and any subsequent contract arising from this RFP.

Cost of Proposal

Preparation and submission of a proposal in response to this RFP is voluntary and any costs associated with proposal preparation, submission, meetings, negotiations or discussions with the NG must be borne by the proponent submitting the proposal.

No Claim

The NG will not be liable to any proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the proponent in preparing and submitting a proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, no proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFP and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

Proponent's Qualifications

In submitting a proposal, the proponent acknowledges and agrees that it has read, understood and agrees to all terms and conditions described in the RFP and that it has the necessary experience, skills and ability to effectively provide the services.

Acceptance of Proposal

The NG reserves the right to accept or reject any or all proposals received in response to this RFP. The NG reserves the right to conduct personal interviews with selected proponents and contact the references provided.

Withdrawal

Proponents may withdraw their proposal at any time prior to acceptance.

No Binding Contract

The NG may, after reviewing the proposals received, enter into discussions with one or more of the proponents, without such discussion in any way creating a binding contract between the NG and any proponent. There will be no binding agreement with the NG until a formal contract with negotiated terms has been signed by both the NG and a proponent.

Solicitation of NG Staff and Assembly Members

Prior to the Closing Date, proponents should not establish contact with anyone inside the NG regarding this RFP (including the Nunatsiavut Assembly), other than the representative(s) identified, without that representative's permission.

Failure to abide by this requirement could be grounds for rejection of the proposal.

Confidentiality

Any information acquired about the NG by a proponent during this process must not be disclosed unless authorized by the NG, and this obligation will survive the termination of the RFP process.

No Conflict of Interest

By submitting a proposal, the proponent declares that it has no pecuniary interest in the business of any third party that would cause a conflict of interest or be seen to cause a conflict of interest in carrying out the services.

Release of Information

While RFP is open:

The names of individuals or companies who have picked up the proposal will not be released.

At Proposal Opening:

Only the names of the proponent(s) will be released.

After Proposal Opening:

No further information will be released until after the contract is awarded.