





## Request for Proposals (RFP)

The Government of Nunavut (GN) is requesting Proposals from qualified proponents to provide, on an **as need basis**, for **Professional Services, Architectural, Engineering and Technical Services** as outlined in this Request. All GN Departments as listed in Appendix A will have access to the services outlined in this request. The resultant **Standing Offer Agreement (SOA)** for **Professional Services, Architectural, Engineering and Technical Services** is intended to complement existing capacity within the GN and ensure accountability to the people of Nunavut.

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## Instructions to Proponents

- 1. The purpose of this RFP is to enter into one or more Standing Offer Agreements (SOAs) to provide the services described herein. The GN is not bound to accept only the Proposal that provides for the lowest price or the highest score. The SOAs will set out the terms under which specific Service Requests may be issued to a successful Proponent. The existence of a SOA will not bind the GN to issue a specific Service Request, or bind the Contractor to accept a specific Service Request. By entering into an SOA the GN does not promise any work to any successful Proponent.***

2. Proposals must be received in hard copy or by fax on or before **November 15<sup>th</sup>, 2013** before **15:00 HRS (3:00 PM)** Local Time in Iqaluit, NU at:

**Department of Community and Government Services**  
**Government of Nunavut**  
**Attention: Jason Briffett**

**Hand Delivered to: 3<sup>rd</sup> Floor, W. G. Brown Building,**  
**Iqaluit, Nunavut**

**Telephone: (867) 975-5468 Fax: (867) 975-5450 E-mail: [jbriffett@gov.nu.ca](mailto:jbriffett@gov.nu.ca)**

- a) Proposals received after the exact time and date noted above will be considered late and will be rejected.
- b) The original and three (3) copies are to be submitted, quoting "**Standing Offer Agreement for Professional Services, Architectural, Engineering and Technical Services, RFP 2013-33**", the closing date and the proponent's name on the outside of the envelope. **An electronic version of the proposal may be requested AFTER receipt of the proposal by fax.**
- c) After the closing time, and subject to the Access to Information and GN reporting provisions contained herein, only the names and addresses of the proponents will be made public.
3. The GN will not accept or be responsible for any proposal that:
- a) does not indicate the RFP title, reference number, closing date, proponent's name and address on the proposal envelope or packaging; or
- b) is delivered to any building address or fax number other than that provided above.
4. If proposals are sent by fax:
- a) The proposal must be **received in its entirety before the closing date and time** at the fax machine number stated. For greater certainty, "received in its entirety" means that the fax transmission is complete and all pages of the proposal are fully printed by the receiving fax machine. To ensure the proposal is received in its entirety before the closing time, it is recommended that the proponent **commence the fax transmission well in advance of the closing time**, and confirm receipt by a telephone enquiry. The fax machine is used for other government business and may be busy prior to closing.
- b) The GN does not guarantee that fax transmissions will be received and any proponent who submits a proposal by fax machine does so **at its own risk. The GN accepts no liability** for any claim or damages resulting from a fax transmission which is interrupted, not received in its entirety, received after the stated closing time and date, received by any other fax machine other than the one stated herein, or for any other reasons.
- c) While the GN will undertake to handle fax submissions in a secure and confidential manner, it is impossible to guarantee the confidentiality of information contained therein; therefore, by faxing their proposal, the proponent waives any legal claim of confidentiality against the GN.

Failure to comply with or agree to any of the foregoing provisions will result in disqualification of the proposal.

5. As soon as practical after sending a proposal by fax, the proponent should provide confirmation that the proposal and required copies have been sent by the most expedient means to:

**Government of Nunavut,  
Department of Community and Government Services,  
Procurement and Contract Services, Attention: Jason Briffett  
Box 1000, Station 1600  
3<sup>rd</sup> Floor, W. G. Brown Building  
Iqaluit, NU  
X0A 0H0**

In the event of any inconsistency, discrepancy or conflict between the proposal received by fax transmission and the proposal received after the closing date and time, the faxed proposal shall govern.

6. **For the purposes of this RFP, the sole contact person for enquiries is Jason Briffett.**
7. Due to limited bandwidth, file size restrictions and connectivity interruptions, submitting a proposal by e-mail is unreliable. Proposals submitted by e-mail will not be accepted. Notwithstanding the foregoing, the GN reserves the right to request an unaltered electronic version of the proposal after the closing date and time.
8. One of the priorities of the GN is to ensure Inuit, Nunavut and Local businesses supply materials, equipment, and services on any GN contract, and that Inuit, Nunavut and Local labour is used to the fullest extent practical; therefore, the Nunavummi Nangminiqatunik Ikajuuti (NNI Policy) applies to this Request for Proposals.
- a) To maximize incentives available under the NNI Policy, proponents **must** identify cost components for Inuit, Nunavut and Local Content.
  - b) Failure to complete and submit the NNI Incentives form with the proposal **will** result in a denial of any adjustments the proponent may otherwise be entitled to under the NNI Policy. Proponents can obtain information about the NNI Policy from the GN's NNI **Secretariat** at 1 – 888 – 975 – 5999. A copy of the NNI Policy may be downloaded from the website <http://nni.gov.nu.ca/policy>. A registry of approved Nunavut Businesses is available on the internet at the website <http://www.nni.gov.nu.ca/search>. Proponents may also obtain information about Inuit Firms from Nunavut Tunngavik Inc. (NTI) at 1 – 867 – 975 – 4900 or from their website <http://inuitfirm.tunngavik.com/search-the-registry/>.
  - c) The Contracting Authority cannot guarantee the accuracy of, nor is it liable for any information provided by the NNI Policy Secretariat on the NNI Business Search website, or Nunavut Tunngavik Inc. on the Inuit Firm Registry; however, proponents may rely on the websites on the date of writing the proposal, and the evaluation committee may rely on the accuracy of the websites on the closing date for the purposes of applying the NNI Policy in evaluating proposals.
  - d) Unsuccessful proponents may challenge the NNI evaluation of their proposal pursuant to s.18.11 of the NNI Policy within five (5) days of receiving notice of the Standard Offer Agreement acceptance.
9. For one year from the date their employment ceases, former GN senior officers may not own, operate, control or be employed by any business enterprise in which they may be in a position to unduly exploit knowledge they gained while employed by the GN. If, however, within one year after employment ceases, a senior officer is offered a contractual position by a department, the Deputy Minister (DM) of that department may make a request of the Senior Personnel Secretariat (SPS) to waive the last 6 months of the required waiting period. If six (6) months have passed since the end of a senior officer's employment, the SPS may, in its sole discretion, waive the remaining waiting period.

10. The GN reserves the right to deem a proponent “not responsible” on the basis of performance problems in any similar contract which performance problems occurred in the past 36 months. Performance problems include default, failure to perform, unsatisfactory quality of result, or unsatisfactory contract management practice. A proposal submitted by a proponent who is “not responsible” will be rejected.
11. All questions, enquiries or any other communications concerning this RFP should be in writing and submitted to the contact person identified in paragraph 2, page 2. Verbal communications are discouraged, cannot be relied upon, and are not binding on either party. Verbal responses to any inquiry or communication made by the contact person identified herein, or any other person, are not binding on either party and cannot be relied upon or construed to be an implied term of this RFP or any ensuing contract. The GN will accept no liability for any losses, damages or claims by an unsuccessful proponent who has relied on verbal information or communication from any other party, including our client.
12. Responses to any communication made by a GN employee other than the contact person identified in clause 1 should not be relied on and cannot be guaranteed.
13. A response to any enquiry received later than five (5) calendar days prior to the proposal closing deadline cannot be guaranteed.
14. Any amendments made by the GN to this RFP will be issued in writing and available via automatic notification in an addendum format for download to those proponents who have registered and who have received the original documents from the GN Tender website. Proponents who do not register will not get the addenda.
15. Proponents may amend their proposal by fax at any time prior to the closing date and time.
16. The GN reserves the right to request clarifications and negotiate modifications with any proponent who has submitted a proposal. Proponents are encouraged to submit enquiries and seek clarifications to the RFP document prior to the stated closing date and time. A Proponent seeking modifications to the Agreement terms should specifically request those changes in writing prior to the closing date and time, and the GN may respond by way of addendum.
17. The GN reserves the right to issue an addendum after the closing date.
18. An evaluation committee will review each proposal. The evaluation committee reserves the exclusive right in its sole discretion, to determine the scores of all proposals relative to the evaluation criteria, weights and rating legend provided in this RFP.
19. Proponents may be short listed. Proponents who are short listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proponent.
20. The GN is not bound to accept the Proposal that provides for the lowest price or the highest score nor any proposal of those submitted. The GN has the right to cancel this RFP at any time, in whole or in part, and to reissue it for any reason whatsoever, without incurring any liability and no proponent will have any claim against the GN as a consequence.
21. If any Standing Offer Agreement is to be awarded as a result of this RFP, it shall be offered to the proponent(s) who is/are responsive and responsible. ‘Responsive’ means compliant in all material respects. ‘Responsible’ means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
22. Proponents should familiarize themselves with the insurance requirements in the attached form of contract, and take the cost of those insurances into account in making their proposal. Please note the requirement that the Consultant ensure that all individuals (including the Contractor if an

individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the *Nunavut Land Claim Agreement* are automatically covered by the NIHB (Non-Insured Health Benefits) program. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Private coverage is available. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.

23. The *Access to Information and Protection of Privacy Act*, S.N.W.T. 1994, c. 20, as duplicated for Nunavut by s. 29 of the *Nunavut Act*, S.C. 1993, c. 28 (“the *ATIPP Act*”) will define the GN’s responsibilities with respect to any information received by it pursuant to this RFP process. Subject to the Act and any applicable law, proposals and all related information shall be treated as confidential and shall not be disclosed to any person without the consent of the proponent, and such disclosure, where permitted, will only be to the extent required to satisfy the GN’s obligations under this RFP, or pursuant to any applicable law. The GN will:
  - a) take all reasonable steps to ensure that confidential information is secured;
  - b) subsequent to the RFP closing, disclose only the names and addresses of those who submitted proposals; and
  - c) in the case of any contract resulting from this RFP, publish the successful proponent, contract title, location, award method and value in a public procurement accountability report for the fiscal year in which the contract is awarded.
24. The proponent represents, warrants, and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect the proponent’s objectivity in the performance of its duties under any contract arising from this RFP. Should an event giving rise to such a conflict of interest occur after a contract is awarded, the successful proponent (consultant) shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed or avoided. Upon receipt of such notice, the GN may, in its sole discretion, elect to terminate the contract, or continue under the contract subject to the consultant’s satisfactory compliance with a conflict management plan.
25. The GN is not liable for any costs of preparation or presentation of any proposals. All proposals and accompanying documentation received by the GN in response to this RFP shall become the property of the GN and will not be returned.
26. Notwithstanding any other provision, a proponent who submits a proposal to this RFP agrees that the GN’s liability for any claim for damages or compensation of any kind shall be limited to the proponent’s actual proposal preparation cost. Proposal preparation cost is the actual cost borne by a proponent to prepare and submit its response to this RFP. By submitting a proposal to this RFP a proponent acknowledges and accepts this limitation.
27. If you are a new business in Nunavut, you will be required to register your business with the Workers Safety and Compensation Commission (WSCC) prior to undertaking any work or services in Nunavut. The GN will check with the WSCC prior to awarding a contract to ensure that the successful proponent is in compliance with the Workers Compensation Act. For more information, please call Employer Services at (867) 979-8500 or toll free at 1 877 404 4407 or visit the website: [Registering A Business](#)
28. If you are a new business in Nunavut, you will be required to comply with the Business Corporations Act and other applicable legislation governing the conducting of business in Nunavut. The GN will check with its Corporate Registries branch in the Department of Justice, prior to the awarding of a contract, to ensure that the successful proponent is in compliance with the legislation.

It will be a condition of contract award, that the successful proponent register its business with the GN's Department of Justice's Legal Registries Division prior to undertaking a work or services in Nunavut. For more information, call (867) 975 – 6590; e-mail ; or visit the website:  
<http://www.justice.gov.nu.ca/i18n/english/legreg/legalreg.shtm>

29. Nunavut imposes payroll taxes on gross remuneration of all employees who work in Nunavut. For more information on Nunavut's unique Payroll Tax, e-mail the Department of Finance Taxation Division at [payrolltax@gov.nu.ca](mailto:payrolltax@gov.nu.ca) , or visit the website:  
[http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax\\_payroll](http://www.finance.gov.nu.ca/apps/authoring/dspPage.aspx?page=tax_payroll)

## Standing Offer Agreement [SOA] Terms of Acceptance

1. The purpose of this RFP is to enter into one or more Standing Offer Agreements (SOAs) to provide the services described herein. The GN is not bound to accept only the Proposal that provides for the lowest price or the highest score. The SOAs will set out the terms under which specific Service Requests may be issued to a successful Proponent. The existence of a SOA will not bind the GN to issue a specific Service Request, or bind the Contractor to accept a specific Service Request. By entering into an SOA the GN does not promise any work to any Proponent.
2. Unsuccessful proponents should be notified in writing within 90 days of the closing date. All other proponents will be advised of the award results; however, total point score values will not be released.
3. Unless notified otherwise, proponents shall be required to keep the terms of their proposals valid and open for acceptance for individual jobs for the duration of the full term of the SOA. These proponents may be referred to as SOA Vendor(s).
4. **Term:** *The GN will enter into a Standing Offer Agreement with selected proponents commencing on (or around) December 1<sup>st</sup>. 2013 and terminate on November 30<sup>th</sup>. 2016. The GN will have the discretion to extend the agreement at the pricing structure indicated for a further 2 year period up to Dec 1<sup>st</sup>, 2018.*
5. The GN reserves the right to notify any SOA Vendor, at any time during the term of the SOA, that their services will no longer be required, should the GN deem their services unsatisfactory.
6. This SOA establishes a list of pre-approved contractors. The contractors will be pre approved to provide services in the respective categories and related topics as outlined within the RFP. When considering work requirements, the following rules will apply;
  - i. for Service Requests deemed to be worth \$150 000.00 or less, the GN may engage with any company on the pre-approved SOA list at their discretion;
  - ii. For Service Requests greater than \$150 000.00 but less than \$250 000.00 the GN will engage in an invitational competitive process with multiple vendors on the pre-approved SOA list;
  - iii. For Service Requests greater than \$250 000.00 the GN will engage in a public RFP process. Standard GN contracting procedures will apply.
7. The GN reserves the right to request competitive quotes from amongst any of the SOA Vendors at any time.
8. GN is not bound to purchase any services whatsoever and does not guarantee a minimum volume of individual contract awards as a result of this RFP and no SOA Vendor shall acquire any legal or equitable rights or privileges for any individual contract work or services whatsoever until a specific Service Request for the work is signed. Individual contracts shall arise only when a specific Service Request is agreed under the SOA.
9. The process for issuing a Service Request is set out in the section entitled Call Up Procedures.
10. Every SOA and Service Request issued as a result of this RFP will be governed by the laws of Nunavut; therefore, the successful proponent shall be required to comply, and shall require its subcontractors to comply, with all applicable laws, orders, rules and regulations; and, without limiting



the generality of the foregoing, shall at its sole expense comply with all unemployment insurance, Worker's Compensation, Labour Standards including requirements of the Labour Standards Board, income tax, Nunavut Payroll Tax, Canada Pension Plan, occupational health and safety and environmental protection legislation

11. If a SOA is awarded as a result of this RFP, it will contain the relevant provisions of this RFP and the accepted proposal, the terms and conditions of the Agreement and any other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any clarifications or negotiations prior or subsequent thereto; and this ensuing agreement will be forwarded to the successful proponent for signature prior to the GN's authorized representative signing it.
12. Service Requests will be in the form set out in Schedule A of the *Pro Forma* Standing Offer Agreement at the end of this RFP, or one of the other sample contracts attached. In the event of any inconsistency between this SOA and any ensuing Service Request, the Service Request shall govern.
13. It is a condition of every contract made by or on behalf of the government 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.

## Terms of Reference

### 1. INTRODUCTION AND BACKGROUND

The Government of Nunavut (GN) is responsible for a broad portfolio of fixed infrastructure that is dispersed in 27 communities across Nunavut to discharge its mandate. It manages and funds programs to replace, expand, modify and maintain fixed infrastructure to ensure it can meet operational needs. Over the next three years, Architectural/Engineering, Technical and other Professional Services may be required from time to time. The purpose of this RFP is to establish a Standing Offer Agreement to facilitate contracting for various services that will be necessary to complete pre-design planning, design, construction, and other technical services to deliver the GN's capital infrastructure and operations and maintenance programs.

### 2. PURPOSE AND OBJECTIVE

The purpose of this RFP is to describe the services and deliverables required from various professional and technical disciplines which the Department foresees undertaking over the next two to three years.

The objective of this Terms of Reference is to provide the proponents with sufficient information to assess the nature of the services and deliverables that may be called-up pursuant to a Standing Offer Agreement, so that they are able to formulate the technical and cost element of their proposal.

### 3. RFP AUTHORITY

The RFP Authority is responsible for the establishment of the Standing Offer. The Project Authority may, at any time during the term of the Standing Offer, bring to the attention for advice or assistance, any contractual or administrative issues relating to any Standing Offer as a result of this RFP, or any individual contract(s) entered into pursuant to this Standing Offer.

The **ONLY** Authority for this RFP is:

**Jason Briffett, Procurement Officer**  
**Purchasing, Logistics & Contracts Support**  
**3<sup>rd</sup> Floor, W. G. Brown Building**  
**P. O. Box 1000 – Station 1600 Iqaluit, NU X0A 0H0**  
**Tel: (867) 979-5468; Fax: (867) 975-5450**

### 4. PROFESSIONAL SERVICES REQUIRED

The Government of Nunavut is requesting proposals from qualified bidders to provide Technical Services, advice and/or assistance, when required, in a number of professional and technical disciplines.

SOA Vendors must be able to work collaboratively with the Department of Community & Government Services to achieve the goals and objectives of various GN departments. We do not expect nor intend to identify firms or individuals meeting **all** the requirements set out in this RFP; however, we do anticipate receiving multiple independent proposals from individuals and firms with specific skill sets in the categories identified below in the section "Professional Services- Categories"

Pursuant to this Request for Proposals, the Department of Community & Government Services will pre-

qualify consultants capable of providing Architectural and Engineering and other professional services it may require from time to time.

An individual Call-up against the Standing Offer will be issued by a Project Authority. When the services required cannot be described adequately in the Call-up form, a Call-up Statement of Work describing the project, services, deliverables, schedule, budget and other requirement necessary to deliver the Services, will be attached to the Call-up. A template for a Call-up Statement of Work is included as Table 2.

Proponents should present their capabilities for performing the types of service and managing some or all of these diverse requirements in the appropriate sections of their Proposals. Engineering firms and members shall be registered with NAPEG whereas Architectural firms and members shall be registered with a Canadian Territorial or provincial jurisdiction.

## **Professional Services - Categories**

The GN will require successful Proponent(s) to provide and/or deliver the following types of Architectural / Engineering (A/E) Professional Services:

- Category 1: Architectural / Engineering Professional Services;**
- Category 2: Technical Conditional Facility Assessments;**
- Category 3: Project Inspection Services;**
- Category 4: Energy Services;**
- Category 5: Project Cost Estimating;**
- Category 6: Geotechnical Investigation;**
- Category 7: Topographic and Legal Survey;**
- Category 8: Third-party Commissioning.**

The foregoing is not an extensive list and may be amended from time to time by the Government of Nunavut.

Work will be carried out subject to the requests of Project Authorities using the GN's *A/E Services Agreement*. The Consultant will only be paid for services specifically ordered by the GN by way of a signed agreement pursuant to the Standing Offer. Any work performed without a signed agreement will not be paid for.

## **5. GOVERNMENT OF NUNAVUT ROLE AND RESPONSIBILITIES**

- 5.1 The Government of Nunavut is the owner, the technical and contracting authority for the Standing Offer and for any project that may result from the Services provided under the Standing Offer. It assumes overall project management responsibilities, management and direction of the Consultant's work and where required, securing departmental and government approvals necessary to proceed with projects.
- 5.2 The Government of Nunavut is the contracting authority and it will tender, award, manage and administer the contracts that are necessary to implement the project.
- 5.3 The Government of Nunavut will advise the Consultant and provide access to information that is available and pertinent such as drawings, reports, notes and correspondence that will assist the Consultant in completing the work in the specified Call-up.
- 5.4 The Government of Nunavut will review the Consultant's work and deliverables to ensure that the project's objectives and operational requirements have been met and that the deliverables

comply with Government of Nunavut policies and standards. Where reports, plans or specifications are prepared, the Government of Nunavut will conduct a general review to ensure that these are adequate the purposes identified. The Government of Nunavut will not review reports, plans and specifications in detail for technical adequacy, accuracy, completeness and coordination.

- 5.5 The Government of Nunavut will provide, in a timely manner, written decisions and instructions, including acceptances and approvals relating to the Services provided by the Consultant. No acceptance or approval by the Government of Nunavut, whether expressed or implied, shall be deemed to relieve the Consultant of the professional or technical responsibility for the Services provided by the Consultant.

## **6 CONSULTANT ROLE AND RESPONSIBILITIES**

- 6.1 The Consultant shall perform the Services specified in the Call-up, in accordance with the Standing Offer, including the provisions of this Terms of Reference.
- 6.2 The Consultant shall be registered or certified by the Authorities having jurisdiction in the Province or Territory where the project or Services are to be undertaken, as required by the nature of the work specified in the Call-up.
- 6.3 The Consultant shall manage and coordinate the work of its specialists and Sub-Consultants.
- 6.4 The Consultant is responsible to obtain and verify site information as well as verify all information provided by the Government of Nunavut for accuracy and inform the Government of Nunavut of discrepancies. All information and documents provided by the Government of Nunavut will be returned to the Government of Nunavut once the Consultant's work is completed.
- 6.5 The Government of Nunavut review and acceptance of the Services does not relieve the Consultant of his responsibility for the completeness and accuracy of the Services.

## **7 OTHER STAKEHOLDERS AND PARTICIPANTS**

- 7.1 The roles and responsibilities of other stakeholders and participants will be defined as necessary in the Call-up.

## **8 GENERAL REQUIREMENTS**

### **8.1 Scope of the Services**

- 8.1.1 Prior to Proceeding with the Services specified in the call-up, advise the Project Authority of problems, additional information or clarification necessary to deliver the Services.
- 8.1.2 Do not proceed with any Service that is outside of the scope specified in the Call-up unless authorised in writing by the Project Authority.
- 8.1.3 Refer to the Project Authority any request for changes to the scope of Services specified or the functionality, schedule or cost of the Project. Do not proceed unless authorised to do so in writing by the Government of Nunavut.

### **8.2 Communications**

- 8.2.1 All formal and informal communications are to be directed to the Project Authority. The Project Authority may authorise direct informal communications between the Consultant and other stakeholders as necessary.
  - 8.2.2 All visits to Government of Nunavut sites are to be coordinated with the Project Authority. Where circumstances permit, notice of intent to visit the site shall be provided 5 days in advance.
  - 8.2.3 All media inquiries related to the Government of Nunavut in general or in any matter pursuant to the Standing Offer shall be referred to the Project Authority without comment.
- 8.3 Meetings**
- 8.3.1 The Consultant will prepare and distribute minutes of all meetings. Draft minutes are to be distributed to all participants for comments within 5 working days and the final version within 10 working days of the meeting.
- 8.4 Reporting**
- 8.4.1 The level of reporting required will vary with each Call-up and will be determined by the Project Authority. At a minimum, include in the report:
    - 8.4.1.1 A narrative of the progress realised during the period covered by the report;
    - 8.4.1.2 Status of the various services specified in the Call-up;
    - 8.4.1.3 Estimated budget and variances for the services to completion of the services specified in the Call-up;
    - 8.4.1.4 Updated schedule and variances of activities and deliverables;
    - 8.4.1.5 A list of issues and risks that could have scope, cost or schedule impacts;
    - 8.4.1.6 A list of key action items for resolution by the Government of Nunavut that have an impact on the Consultant's work; and
    - 8.4.1.7 An executive summary.

## **Category 1: Architectural / Engineering Professional Services**

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### **Terms of Reference**

Provide full or partial Architectural / Engineering (A/E) Professional Services satisfying the following objectives:

- Satisfy the spatial and functional needs of the users as described in the Project Brief;
- Compliance to GN Standards and Criteria;
- Facilities designed specifically for the actual climate and other physical parameters of the site;
- Designed for minimum capital cost consistent with lowest life cycle costs;
- Meet the requirements of the *GN Good Building Practices Guideline*; and *GN Design Review Stages and Document Submission Requirements (September 2, 2010)*;
- Ensure compliance with the GN standards and criteria, the National Building Code (NBC), and other applicable codes, acts and regulations;
- In compliance with applicable Codes and Regulations;
- Signed and stamped drawings and specifications ready for tender documents;

### **Scope of Work**

A/E Professional services for Studies and/or Design may include the following:

Professional Services may include studies, investigations and design services for new facilities as well as renovations/modifications to existing buildings systems such as building envelope modifications/repairs, electrical system(s) (i.e. code upgrades, retrofits, etc.), mechanical system(s) (i.e. water supply, HVAC, air handling units, etc.), structural modeling and analysis and design, and associated studies. Services may include the following:

- Wind/Snow studies;
- Project Risk Analysis;
- Value Engineering;
- Cost-Benefit Analysis;
- Project Feasibility studies,;
- Conduct meetings and liaise with various stakeholders including authorities having jurisdictions, client departments, etc.;
- A/E reports related to options and solutions to be considered during the planning phase of a project;
- A/E design calculations for building systems;
- Production and development of drawings and specifications for schematic alternatives, schematic design, design development and (50%, 75% or 100%) construction documents;
- Review and approve shop drawings;
- Review and recommend construction contract change orders;
- "As-Built" electronic drawings (AutoCAD) from marked up prints produced by the contractor and site consultant.

Deliverable Design Documents and Drawings requirements include:

- All specifications produced will use the National Master Specification (NMS) edited by the Consultant in accordance with the NMS User's Guide;
- Electronic copies (CD) of all drawings (in PDF and AutoCAD format) and specifications (MS Word format and/or NMS), with complete read/write access;
- Drawings shall be provided in grey scale PDF format with a resolution of no less than 1200 dpi.

Specify equipment and materials consistent with government policy: specify using an appropriate standard, where one does not exist, use a non-restrictive performance specification or a prescriptive specification.

Third (3<sup>rd</sup>) Party Design Review

- An overall review of the technical drawings and specifications for completeness, coherence, accuracy, logical progression, and presentation;
- Determine that the design submission meets the requirements for that deliverable pursuant to the statement of work (for the other Consultant);
- Review design, drawings and specifications at schematic design, design development and construction documents and conveying technical comments/concerns to Project Officers for implementation;
- Review the submission in general to ensure that the project's objectives and operational requirements have been met and that the design complies with government policies, guidelines and standards;
- Identification of errors/omissions; examples include absent details, incorrectly identified details, typographic errors, incomplete work, etc;
- Identification and review of referenced codes/standards for appropriateness and applicability;
- Identification and review of material specifications and life-cycle for building systems;
- Conformation of occupancy and load statement for appropriateness of values assigned;
- Review design calculations;
- A review of overall constructability and Northern logistics.

### **Team Qualifications**

The following identifies the minimum required criteria for selecting A/E Professional Services:

- A/E Firm registered with a Professional Association with a minimum of 10 years of design and technical review experience;
- A/E Discipline Design Lead(s) must have at least 10 years related design experience. Support design team members: Junior (1-5 years of design experience) and Intermediate (5- 10 years of design experience);
- Knowledge of relevant building codes, standards and guidelines;
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Knowledge of Northern and Cold Regions Design and Construction (strong asset);
- Professional Engineer(s) and Engineering firm shall be registered with Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists (NAPEG);
- Architect(s) and Architectural Firm shall be registered with any Canadian Provincial and/or Territorial Association.

### **Category 2: Technical Conditional Facility Assessments**

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#### **Terms of Reference**

Provide the technical conditional assessments of government buildings (schools, health centers, government offices, arenas, Hamlet offices, Municipal Garages, etc.) and civil/municipal infrastructure (bulk fuel storage facilities, water supply systems, wastewater treatment facilities, solid waste facilities, etc.) to ascertain the current status of existing infrastructure. To report on the condition of the various building systems (i.e. architectural, civil, structural, mechanical and electrical systems), subsystems and components. The technical evaluations shall consider a number of issues including the remaining service

life of the systems and components, suitability for future expansion, compliance with current codes and operating and maintenance concerns.

### **Scope of Work**

Technical Conditional Assessment generally consists of, but is not limited to:

#### **Architectural, Civil and Structural Systems**

- Site drainage;
- Foundations;
- Structural Frame and systems;
- Roofing;
- Building Envelope (walls, floors, etc.);
- Doors and windows (including hardware);
- Interior finishes;
- Etc.

#### **Mechanical Systems**

- Plumbing Systems;
- Fuel Supply Systems;
- Heating Systems;
- Ventilation and Air Conditioning Systems;
- Fire Protection Systems;
- Etc.

#### **Electrical Systems**

- Service and Distribution;
- Motor Control Centres;
- Emergency Power;
- Lighting Systems and Controls;
- Fire Alarm Systems;
- Grounding;
- Etc.

Building Condition will be requested to be assessed in one of two ways, through a Technical Status Evaluation (TSE) form or through an Asset Validation Survey (AVS).

As requested by the GN, it must be delivered in the form of a report detailing the condition/status, recommendations/corrective actions, estimated cost, performance rating, remaining service life and recommended action priority for each component of the asset. This information is then summarized on a table and in an executive summary at the front end of the document. A full GN template and sample document is available for review upon request.

When an AVS is requested, it is completed and delivered in the form of an MS Access database extracted from the GN's Capital Asset Planning System (CAPS). Each component (or element) of the asset is assessed. This information is then entered into the AVS file. This allows the GN to import the AVS files directly into the CAPS system. The proprietary name for CAPS is ReCAPP. As of 2012, ReCAPP was acquired by VFA. The GN is in the process of migrating to the VFA facility.



### **Technical Team Qualifications**

The following identifies the minimum required criteria for selecting Technical Conditional Facility Assessment members:

- At least 10 years of technical design/construction experience and/or Technical Conditional Assessments;
- Knowledge of relevant building codes, standards and guidelines;
- Knowledge of AVS, ReCAPP and/or VFA facility (an asset);
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Knowledge of Northern and Cold Regions Design and Construction (strong asset).

### **Category 3: Project Inspection Services**

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#### **Terms of Reference**

Project inspector is responsible to monitor the work for development of GN projects and also oversees the activities of the owner/builder and/or general and sub-contractor, along with the engineers and all other professionals associated with the projects. The primary goal of the inspection staff is to provide supervisory technical knowledge in order to ensure compliance with the tender documents and design of Capital Projects.

#### **Scope of Work**

- Supervise and oversee construction of new or renovated GN facilities or infrastructure;
- Provide technical advice on construction and site adjustments (as required);
- Provide technical expertise when requested;
- Perform contract administration services;
- Provide detailed inspection reports;
- Monitor and report on progress of construction;
- Ensure that necessary permits are obtained by the contractor;
- Monitor quality and quantity control to ensure contract compliance;
- Review work activities to ensure code compliance and promote safety.

#### **Inspection Services Qualifications**

The following identifies the minimum required criteria for selecting project inspection members:

- Proven experience in performing building and/or municipal works project inspection services (at least 5-years of related experience);
- Knowledge of relevant building codes, standards and guidelines;
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Knowledge of Northern and Cold Regions Design and Construction (strong asset).

## **Category 4: Energy Services**

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### **Terms of Reference**

Under the auspices of Ikummatiit - GN's Energy Strategy, reducing energy consumption, the associated costs and emissions is a priority for the Government of Nunavut. The Government of Nunavut seeks the support of qualified firms to provide the following services:

### **Scope of Work**

#### **Energy Services Contracts (ESC)**

ESC generally may consist of, but is not limited to:

1. Project Preparation: data collection, potential assessment, and project development.
  - Energy Situation Audit: General assessment of buildings, energy systems, utility bills, and energy performance variables. Assess potential and scope for an Engineering Services Contracts (ESC).
2. Procurement: Documents, process, develop scope, integration into GN policy Framework
  - Develop Request for Proposals, and Rating Guides, Collect data and bills, building descriptions, previous energy efficiency and renewable energy experience and impact, level of training and knowledge of key operators and managers, financial and administrative readiness, and existing procurement and project management capability;
  - Develop scope of the Investment Grade Feasibility Study and the relationship to the Implementation, the financing and the guarantee;
  - Identify management requirements, develop management structure and identify key team players;
  - Assist the GN in identifying potential bidders, assess and differentiate bids, and recommendations of firm selection.
3. ESC Management
  - Assist the GN manage, monitor and evaluate the ESC;
  - Investment Grade Feasibility Study (IGFS): Assist GN to manage the Firm undertaking the IGFS. Including scope of measures, performance hurdles, economics, environmental attributes, and organizational impact;
  - Baselines and Indicators: Assist the GN review and verify the utility baselines and define the relationship between the current baselines and the final baselines;
  - Measure Selection: Assist the GN to review the (IGFS) and determine the bundle of best suited approvable measures with achievable and realistic paybacks. Measures may encompass: Lighting, Motors, HVAC, Envelope improvements, Cogeneration, Water Conservation, Control systems, Waste Management Fuel conversions, etc;
  - Pro-forma review, engineering design, project construction development, and implementation for electrical, mechanical, water and fuel measures;
  - Advise the GN on measure approval, commissioning, monitoring and "savings realization demonstration";
  - Advise the GN on financing, costs and impact of changes to amortization period, interest rates, nature (fixed, variable) of rates;
  - Assist the GN develop training and awareness as well as education strategies, occupant behavior plans and measures, and on project presence marketing.
4. Post ESC Management and Savings Verification
  - Review annual savings reconciliation reports, and advise the GN on performance. Input and monitoring of the Monitoring and verification program;

- Review and/or recommend any necessary baseline adjustments to quantify accurate savings from measures.
- 5. Community Energy Planning and Resource Integration
  - Conduct a situation audit of the community to describe and gather the information and data to quantify their energy system, and its relationship to water and waste management, planning and community management;
  - Identify System wide energy opportunities, assess the building and utility stock to identify possible energy retrofit, conservation and efficiency measures and alternative energy opportunities for implementation;
  - Develop a financing and risk management structure;
  - Assist the community implement the plan through procurement, management and integration into community processes.

### **Energy Services Qualifications**

The following identifies the minimum required criteria for selecting energy services members:

- Proven experience in delivering energy services (at least 10-years of experience for senior member and 5-years for intermediate member);
- Experience with ESCO agreements;
- Knowledge of relevant building codes, standards and guidelines;
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Knowledge of Northern and Cold Regions Design and Construction (strong asset).

## **Terms of Reference**

Quantity surveying and cost consulting services represents a very significant part of a project since the decision to proceed or cancel a project depends directly on the Quantity Surveyor's Estimates. The Quantity Surveyor shall, at all times, accept responsibility for the accuracy of his estimates. Quantity surveying and cost consulting services should comprise of, but is not limited to, cost consulting, value engineering and value Management, life cycle costing and miscellaneous Ad-Hoc Services as and when those may be required. The Quantity Surveyor might also be called upon to provide Post-Tender Services.

Construction Cost Estimates are be refined through each of Classes 'D' through 'C' & 'B' and finally to a 'A' (or Pre-Tender Estimate) as follows:

<u>Stage</u>	<u>Estimate Class Required</u>
Planning Study	'D'
Schematic Design	'C'
Design Development	'B'
99% Design Submittal	'A'
Tender Documents	Pre-Tender 'A'

Class D: is based on complete project requirements and an outline of the potential solution or on the concept stage of the design. It is intended primarily to assess the options under consideration and investment planning. Develop Indicative Cost Estimates using the Canadian Institute of Quantity Surveyors (CIQS) elemental cost analysis format using unit costs for each element that are appropriate for the nature of the project and its location. The expected level of accuracy of this estimate is +/- 20%, therefore should require a contingency allowance (scope, design, schedule), of 20% or less.

At this stage, a clear outline of the project clearly detailing the main inclusions and exclusions of the works is generally available. Measurement according to the CIQS elemental format and pricing now focuses only on the option selected at a Class 'D' indicative estimate. Based on this information, this class of estimate should be prepared using measured quantities as much as possible. At this stage, scope definition is usually no more than 15%. From a financing perspective, the purpose is to seek preliminary approval for the project at a conceptual level.

Class C: At this stage, a clear outline of the project clearly detailing the main inclusions and exclusions of the works is generally available. Measurement according to the CIQS elemental format and pricing now focuses only on the option selected at a Class 'D' indicative estimate. Based on this information, this class of estimate should be prepared using measured quantities as much as possible. At this stage, scope definition is usually no more than 15%. From a financing perspective, the purpose is to seek preliminary approval for the project at a conceptual level.

Class B: is based on the design development drawings and specifications. It is intended to provide a realistic project cost objective for its approval. Develop Indicative Cost Estimates using the Canadian Institute of Quantity Surveyors elemental cost analysis and trade divisional format. Provide documentation and backup for the estimates. The expected level of accuracy of this estimate is +/- 10%, therefore should require a contingency allowance of 10% or less.

Class A estimate is based on the construction documents. Develop Indicative Cost Estimates using the Canadian Institute of Quantity Surveyors elemental cost analysis and trade divisional format. Provide documentation and backup for the estimates. The expected level of accuracy of this estimate is +/- 5%, therefore should require a design contingency allowance of 5% or less. It should represent the median of the bids received for the project.

## **Scope of Work**

### **Cost Consulting Services:**

- Feasibility Studies and Conceptual Estimating;
- Project Budgeting;
- Cost Planning & Cost Control Estimates in CIQS Elemental Format;
- Functional Cost Analysis;
- Review and Advice on Project Progress Payments (i.e. both Hard and Soft Costs);
- Review and Advice on Change Orders and Contractual Claims'.

Value Engineering and Value Management:

- Review of Project Program (on request);
- Design and Cost Studies;
- Provide input and resources for Value Management Workshops (on request);
- Provide input and resources in the Evaluation, Development and Implementation of Processes, Process Components and in the Preparation of Recommendations.

Life Cycle Costing:

- Life Cycle Cost Plans (including Total Cost of Ownership of Facilities);
- Discounted Cash Flows;
- Sensitivity Analyses.

Ad-Hoc Services:

- Capital Cost Summaries (including Construction Cost Report and Cash Flow);
- Risk Analysis;
- Insurance Replacement Cost Assessment;
- Expert Witness;
- Negotiation, Mediation or Arbitration;
- Review and Recommendations on Contractors' Schedule of Values.

**Energy Services Qualifications**

The following identifies the minimum required criteria for selecting energy services members:

- Proven experience in delivering Capital and O&M project cost estimating services (at least 5-years of experience for Intermediate Professional Quantity Surveyor (PQS) or Construction Estimator Certified (CEC) and more than 10-years for Senior PQS);
- Member of the Canadian Institute of Quantity Surveyors;
- Previous experience in estimating projects in Nunavut (strong asset);
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Knowledge of Northern and Cold Regions Design and Construction (strong asset).

**Category 6: Geotechnical Investigation**

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**Terms of Reference**

The purpose of the geotechnical investigation is often to determine the foundation soil conditions, and to provide recommendation for the proposed structure.

### **Scope of Work**

Geotechnical Investigation may consist of, but is not limited to:

- Overview of climate and permafrost historical data;
- Review of existing information, if applicable;
- Field investigation typically involves coring/drilling or a test pit program;
- Provide sampling/borehole location plan;
- Conduct laboratory analyses of selected soil samples collected during the field investigation program;
- Prepare a report describing the results of the investigation, and provide recommendations with respect to the proposed design, and any site improvements if required;
- Report on surface and subsurface conditions: soil, rock, water and permafrost, soil salinity content, etc.;
- To provide input during the design review and construction documents (bearing capacity and settlement, etc.);
- To provide additional geotechnical consulting services during construction. Subsurface conditions would be noted and compared to the assumptions made for the original design, and recommendation provided should subsurface conditions be found that vary significantly from the original report;
- Geotechnical desktop studies may be requested for planning purpose;
- Pile installation supervision/monitoring service, if required.

### **Geotechnical Services Qualifications**

The following identifies the minimum required criteria for selecting geotechnical team members:

- Proven experience in delivering geotechnical services (at least 10-years of experience for senior member and at least 5-years for intermediate member);
- Firm must specialize in Geotechnical Services;
- Firm and members must have experience permafrost investigations in Sub-Arctic and Arctic environments;
- Excellent oral and written communications skills;
- Knowledge and experience (at least 10-years) in Sub-Arctic and Arctic Regions and Permafrost conditions;
- Knowledge of Northern and Cold Regions Foundation Design and Construction.

## **Category 7: Topographic and Legal Survey**

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### **Terms of Reference**

The purpose of a topographic survey is to gather survey data about the natural and man-made features of the land, as well as its elevations.

Legal surveys are conducted to establish location, boundaries, or subdivision of a tract of land in any specified area.

### **Scope of Work**

Survey services may consist of, but is not limited to:

#### **Canada Professional Land Surveyors:**

- A Legal or cadastral survey deals with title and ownership of land, both private and public.
- The functions of the land surveyor are to carry out field surveys, calculate dimensions and areas, prepare maps (plans) showing the lengths and directions of boundary lines and areas of lands, and write descriptions by means of which lands may be legally conveyed from one party to another.
- Professional Land Surveyors shall be responsible for determining property boundaries and illustrating how the property is affected by right of ways, easements, encroachments, etc.

#### **Topographic Surveys:**

- Topographic Surveys provide a 3-dimensional model of the site. These surveys are conducted before the development of the site or post-construction as control (as-built). It shall describe the horizontal and vertical positions features within and adjacent the subject lands with respect to property boundaries. It shall include the elevation and the location of all ground features such as buildings, fences, roads, landscape features, services and land uses.
- The goal of topographic surveys is to provide information by means of maps (plans). The distinguishing characteristics of topographic map, as compared with other maps, are the representation of the terrain relief.

### **Surveying Services Qualifications**

The following identifies the minimum required criteria for selecting surveying services team members:

- Proven experience in delivering surveying services (at least 10-years of experience for senior member and 5-years for intermediate member);
- For Legal Surveys must be registered with "Association of Canada Lands Surveyors";
- Experience in Northern Regions (asset);
- Excellent oral and written communications skills.



## Category 8: Third-Party Commissioning

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### **Terms of Reference**

The intent of the Third-Party Commissioning Process is to ensure that planning and commissioning proceeds in an organized manner, meets the terms of ASHRAE 0-2005 Commissioning, the GN Commissioning Guidelines and the completed project meets all stakeholder's project requirements.

Commissioning and re-commissioning includes documentation, review and verification of equipment and systems to ensure they are integrated effectively and perform efficiently as originally intended and to meet the current operating requirements and expectations of the building owner and tenants.

### **Scope of Work**

#### Pre-Design Phase

- Pre-Design Phase commissioning meeting;
- Begin developing Owner's Project Requirements;
- Develop initial Commissioning Plan outline.

#### Design Phase

- Perform commissioning-focused design review;
- Update commissioning plan;
- Develop commissioning requirements for the specification;
- Begin planning for verification checklists, functional tests, Systems Manual;
- Training requirements: Training plan and orientation documents project's facility manager/operator, maintenance staff, security staff, and the occupants.

#### Construction Phase

- Construction Phase kick-off meeting;
- Review submittals, monitor development of Shop and Coordination Drawings;
- Review O&M Manuals;
- Perform ongoing construction observation;
- Perform verification checks;
- Perform diagnostic monitoring;
- Perform functional testing;
- Develop Commissioning Report and Systems Manual;
- Develop Re-commissioning Plan;
- Verify and review training of owner's staff.

#### Occupancy and Operations Phase

- Resolve outstanding commissioning issues;
- Perform seasonal /deferred testing;
- Perform near warranty-end review.

### **Commissioning Authority Qualifications**

The following identifies the minimum required criteria for selecting a commissioning authority.

- At least 5-years of commissioning experience of multi-disciplinary projects;
- Must specialize as a commissioning agent firm;
- Experience and/or training with the latest ASHRAE commissioning process;

- Control and instrumentation experience;
- Knowledge and experience with various types of building and HVAC systems;
- Excellent oral and written communications skills;
- Experience working with multidiscipline teams;
- Experience with Building Automation Systems;
- Experience in providing training on various building systems.

Other key qualifications include:

- Being familiar with testing, adjusting and balancing of building systems;
- An understanding and or experience with basic operations and maintenance of facilities;
- Knowledge of applicable codes and standards;
- A proven history of successful commissioning projects (a minimum of 5 references to be provided).

### **9. CALL-UP TASKS (INDIVIDUAL CONTRACTS) AGAINST THE STANDING OFFER**

Individual Contracts resulting from the Standing Offer are permitted only by CGS on behalf of GN. The following steps described below set out the basic process for engaging services under the Standing Offer. This process is further illustrated in Steps 1-10 of the Order Processing Matrix (Table 1). Table 1 is located after the section "Call up Procedures"

Task(s) will be called-up by the **Project Authority** as follows:

- a) The Project Authority may, at any time, consult with a Technical Advisor to determine the needs for a Call-up. The Project Authority may also consult directly with the Consultant to ascertain and finalize a Scope of Work.
- b) The Project Authority will provide the Consultant with a description of the task(s) to be performed or a Scope of Work.
- c) The Consultant will, within the timeframe allocated, estimate a price and delivery schedule based on the Scope of Work (refer to Response Time below).
- d) Prior to commencing any work, a firm price shall be established by multiplying the Standing Offer Rates specified in the Basis of Payment Table by the number of hours, days, units and/or square feet estimated by the Consultant.
- e) The Project Authority will then formally authorize the Consultant to proceed with the work by issuing a formal Agreement which shall be in the form of an **A/E Services Contract or one of the sample contracts attached herein**.
- f) The resulting contract will be subject to the Agreement Terms and Conditions set out herein and the Scope of Work and Delivery deadlines specified in the agreement must be adhered to (see Delivery Time below).

The Project Authority shall coordinate work requirements and be responsible for all matters concerning assignments specified in Agreements made pursuant to this Standing Offer.

### **10. TECHNICAL ADVISORS**

The Technical Advisor will be responsible to provide technical expertise to the Project Authority as and

when requested.

## **11. RESPONSE TIME**

Response time refers to the timeframe in which the Consultant responds to an initial request for services from a Project Authority. In many circumstances, the work may be required as a result of an emergency situation; therefore it is critical that the Consultant be able to provide a quick response.

The Consultant will be required to respond directly to the Project Authority requesting the services.

The Consultant's responsiveness to the Project Authority's orders is extremely important. The Consultant should be able to process orders within as little as 24 hours of the date that the original request is made and up to no more than five (5) business days.

Exceptions to these standards must be brought to the Project Authority's attention at the time of the order's original receipt. In the event the Consultant cannot reply within the preferred timeframe, the Project Authority shall be at liberty to request the services from another Consultant in accordance with the SOA Terms of Acceptance set out in the RFP.

## **12. DELIVERY TIME**

Upon receipt of a Contract against the Standing Offer, the Consultant will complete the services specified in accordance within the delivery time requirement stipulated in the Contract. Delivery Time refers to the timeframe in which the agreed upon service is provided. This timeframe may also be referred to as the Completion Date. The agreed delivery time shall be set out in the Contract and shall be adhered to by the Consultant.

## **13. QUALITY CONTROL**

The Consultant must have in place clearly defined policies for ensuring that all work is of the highest quality. The Consultant guarantees that all work produced will meet the highest standards for accuracy, on-time and on-budget delivery and the ability to respond quickly to correct deficiencies.

## **14. INVOICING**

The Consultant will invoice no more than once per month - although a number of smaller contracts may be combined and billed on one invoice if the Government of Nunavut and Consultant agree to such an arrangement. Invoices must be all-inclusive and must be in strict accordance with the Contract(s).

The following information must appear on all invoices sent to the Project Authority:

- identity of Project Authority (name and phone number);
- Standing Offer Agreement Number, Contract Number and date order received;
- brief description of product or service delivered and quantity ordered;
- date product or service delivered; and
- total invoice amount.

All travel and accommodations will be reimbursed in accordance with the Government of Nunavut's Duty Travel Policy. Plane tickets, itineraries, lodging and meal invoices must be submitted with travel claims. All other pre-approved expenses incurred will be paid at cost.

## Proposal Evaluation

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved.

Proponents should be aware that certain mandatory requirements may have been set out in the Terms of Reference. Proposals that fail to provide these requirements shall be deemed not responsive and will not be evaluated.

### Evaluation Criteria

The evaluation team will utilize the following criteria to evaluate each proposal. Points awarded will be consistent with the Points Rating Legend on the Proposal Rating Schedule. Points awarded will be confidential and no details will be released to any of the other proponents. **Proponents that score a total of 650 points or more will be allowed to enter into an SOA with the GN as per the SOA Terms of Acceptance.**

Each proposal will be evaluated using the following criteria:

- 15% Price Proposal;
- 30% Corporate Profile and Past Relevant Company Experience;
- 30% Key Personnel Achievements and Past Relevant Experience;
- 10% Management Services;
- 15% Inuit Content (10% Inuit Labour; 5% Inuit Firms).

### Proposal Response Guidelines

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

***In your proposal response, identify which of the eight (8) subject areas you wish to be considered as part of the SOA. Incorporate the requirements listed in those subject areas, paying particular attention to the rules set out in the Proposal Response Guidelines. Indicate in clear and concise terms where and how your organization can provide subject matter expertise and how you can meet the work requirements set out in the RFP document.***

It is expected that the proposed team will have one or a combination of experience related to the eight subject areas identified in the RFP. The Eight subject areas are:

- Category 1: Architectural / Engineering Professional Services;**
- Category 2: Technical Conditional Facility Assessments;**
- Category 3: Project Inspection Services;**
- Category 4: Energy Services;**
- Category 5: Project Cost Estimating;**
- Category 6: Geotechnical Investigation;**
- Category 7: Topographic and Legal Survey;**
- Category 8: Third-party Commissioning**

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

**PROFESSIONAL SERVICES FORM**

**Instructions**

1. Proponent to select the service(s) qualified and interested in offering as part of this Standing Offer Agreement.
2. **This form shall be submitted with the proposal.**

No.	Category of Professional Services:	Circle Appropriate Response: Qualified & Expressed Interest
1.	Architectural / Engineering Professional Services;	Yes / No
2.	Technical Conditional Facility Assessments	Yes / No
3	Project Inspection Services	Yes / No
4	Energy Services	Yes / No
5	Project Cost Estimating	Yes / No
6	Geotechnical Investigation	Yes / No
7	Topographic / Legal Survey	Yes / No
8	Third-Party Commissioning	Yes / No

Name of Proponent: \_\_\_\_\_

Signature

Title

Date

## **Proposal Format**

To allow for a thorough yet timely evaluation, proposals should be presented in a clear and concise manner. Failure to present information in the manner requested may be to the proponent's disadvantage. It is suggested that the following format and sequence be followed in order to provide consistency in proponent response and to ensure each proposal receives full consideration:

1. Proposal Cover Letter & Submission Form (2 page maximum);
2. Corporate Profile & Summary of Professional Services
3. Services Offered: Proposed Resources & Key Personnel (Credentials, Qualifications, Designations, Memberships, Project Experience, Knowledge, Skills and résumés)
4. Past Related Experience on Similar Projects (2 to 5 projects) (1 page maximum per project). No more than 2 projects per applicable subject area;
5. One GN Project demonstrating compliance with the NNI policy and the NLCA. (If applicable)
6. Project Management Approach
7. Proposal Attachments
  - a. Proposal Submission Form (Legal Identity)
  - b. Professional Services
  - c. Fees and Hourly Rates Schedule

The cover letter should provide a summary of your organization's interest and suitability for this SOA. It should be no more than 2 pages in a standard business format and should identify and be signed by the people who prepared the proposal, and include a contact person responsible to answer questions regarding the proposal contents.

## **Corporate Identity & Profile**

The profile should include the organization's legal name, address, email, and telephone number; date established and structure; ownership details; firm leadership (such as corporate officers or partners); number of employees and place of residence; and number of employees engaged in tasks related to the scope of work for this RFP. The proponent's business number and principal place of business should also be provided, and the Proposal Submission Form attached with this RFP should also be filled out and submitted.

If the proponent is not legally registered to do business in Nunavut, then the proponent will have to register their business in order to lawfully enter into any contract resulting of this RFP.

## **Consultant/Project Team – Qualifications, Knowledge, Skills**

It is expected that the proposed team will have one or a combination of experience related to the eight Subject areas identified in the RFP.

The GN values companies that are based and have resident staff in Nunavut.

The proposal content is expected to demonstrate appropriate and relevant knowledge, skills and experience within the team, however, personal resumes for each of the proposed team members should be provided to support the proposal. Personal resumes should be limited to not more than two (2) pages per person. ***The proponent should indicate the number of years' experience each proposed member has with respect to the Terms of Reference in a distinctive, clear and easy to read format. Please indicate the respective education level and certifications of each team member in a distinctive, clear, and easy to read format.***

## **Mandatory Requirements**

Failure to meet the mandatory requirements will render the proposal as non-responsive and no further evaluation will be carried out.

### **Licensing, Certification or Authorization**

The Proponent shall be authorized to provide Architectural and Engineering services and must include an architect, civil engineer, structural engineer, electrical engineer, and mechanical engineer licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by law in Nunavut.

If necessary specific certification and/or experience requirements should be noted for each service type (for example: Third-Party Commissioning agent(s), Geotechnical, Quantity Surveyor(s), etc.)

### **Rated Requirements**

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria. The clarity of the proposal writing will form part of the evaluation (use of language, document structure, conciseness and completeness of response).

### **Pricing (15%)**

All price proposals must be submitted using the "Price Proposal" form.

### **Corporate Profile and Past Relevant Company Experience (30%)**

The profile should include the organization's legal name, address, and telephone number; date established and structure; ownership details; firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks related to the scope of work for this RFP. The proponent's business number and principal place of business should also be provided, and the Proposal Submission Form attached with this RFP should also be filled out and submitted.

The Proponent must demonstrate that over at least the past five years, it or its senior personnel has participated in projects related to the services outlined in the Terms of Reference.

Proponents should provide:

- a. A brief description of at least two but no more than five relevant projects completed over the last five years by the firm or its senior personnel;
- b. A brief description of the projects primary objectives, challenges, constraints, the scope of services rendered and the approach used to address these;
- c. The names of senior personnel, key service personnel, and sub-consultants who were part of the project team and their respective roles and responsibilities;
- d. Explanation of any variances in schedule and cost and how these variances were managed; and
- e. The dates the services were provided, client references inclusive of name, address and phone number.

Reference checks may be completed if deemed necessary.

### **Key Personnel Achievements and Past Relevant Experience (30%)**

The Proponent must demonstrate that it has key personnel in-house or sub-consultants with the capability, capacity and expertise to provide the services described in the Terms of Reference.

Proponents should provide (approximately 2 pages per personnel). Curricula vitae of personnel of the Prime Consultant assigned to the Standing Offer. Each curriculum vitae must clearly indicate the years of experience the senior personnel has in provision of the services listed in the Terms of Reference and indicate professional accreditation, accomplishments and achievements.

### **Management Services (10%)**

The Proponent must demonstrate how the team will be organized and its management approach for delivering the services in the Terms of Reference.

Proponents should provide a description of:

- a. Roles and responsibilities of key personnel;
- b. Assignment of resources and availability of back-up personnel;
- c. Management and organizational reporting structure;
- d. Description of the firm's approach to responding to the individual Call-ups which will arise as a result of this Standing Offer;
- e. Quality control, cost control, and technical coordination approaches;
- f. How the team intends to meet schedules that may be specified in individual Call-ups which will arise as a result of this Standing Offer.

### **Professional Services**

Proponent must submit "Professional Services" form and indicate which professional services they are qualified to delivery and are interested in offering services for consideration as part of this Standing Offer.

### **Project Experience Related to the Noted Subject Areas**

The GN values projects performed north of the 60° parallel carry importance; therefore projects that were performed in Nunavut **and** for the GN are of significant interest.

To demonstrate knowledge, skill and related experience, the proponent should provide examples of similar projects completed in the past five (5) years. They should identify who the projects were completed for, provide a brief description of the work that was done, and the project outcomes. The project examples should also identify which of the 8 (eight) categories they represent. Please provide No more than 2 projects per applicable subject.

Three letters of reference from past clients and other governments may also be provided to support the proposal. Proponents should also be aware that where it has done past similar work for the GN, the GN Department and Division that the work was done for will automatically become a reference for the purposes of verifying the proponent's satisfactory performance for that particular work, and suitability for the work contemplated in this RFP.

### **Project Methodology – Approach & Work Plan to Successful Completion**

Develop a methodology that demonstrates your understanding of projects that may occur as a result of the SOA and its potential for achieving the Government of Nunavut's objectives. Provide methodological and technical details and describe your Project Team's typical approach(s) to a project that fits into one or



more of the six subject areas identified in the Terms of Reference. Explain how your approach should successfully achieve the department's goals and objectives and benefit the end users.

Your methodology should also include your proposed means of working with the GN project manager, the levels of authority within the Project Team, and all lines and means of communication.

You may also summarize a standard work plan or other format which demonstrates a logical sequence of events, and identifies specific tasks and the person responsible for completing them.

Proponents should also demonstrate their understanding of socio-economic issues facing the Nunavut Territory, as well as the needs, desires and aspirations of the residents of Nunavut. Familiarity with the powers, functions, and authorities of the Government of Nunavut, the functions of the Institutions of Public Government, key policy documents, and applicable legislation, is also desirable.

### **Detailed Project Budget/Fees & Expenses**

Proponents should:

- 1. Each proposal should indicate the position title and the hourly rates for each team member for the calendar years 2013, 2014, 2015, 2016. Please note, pricing calculations for evaluation purposes will be based on project year 2014.** If the proponent wishes to be considered for an extension, they should provide the hourly rates for the calendar years 2017 and 2018. If this information is not included, the GN will determine pricing based on the CPI of the prior year. *This information is to be provided in a simple and easy to read format in a distinct section of the proposal as per the Proposal Format Instructions.*
- 2. Additional Services:** The proponent should include hourly rates for project team members' time if required to provide additional services over and above those provided in the proposal. Note that additional services will only be authorized in writing by the CGS contract manager on request of a written quotation, and if acceptable, the contract will be amended accordingly in writing.

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

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

**PRICE PROPOSAL**

**Instructions**

1. Complete the price proposal form and submit separate price proposals for each Professional Service Category qualified and interested and with the proposal.
2. Price proposals are not to include GST/HST and will be evaluated in Canadian Dollars.
3. Proponents are not to alter or add information to the form.
4. In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to: Proponents must provide an hourly rate for each position listed. In the event that the firm consists of fewer personnel than listed, provide an hourly rate that corresponds with each position listed. The hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Personnel, the hourly rate provided must be equal or greater than the hourly rate provided for Junior Personnel. Failure to insert an hourly rate for each position listed will render your proposal non-responsive.
5. The hourly rates identified will be for the duration of the Standing Offer Agreement.
6. Fixed hourly rates for each category are to be provided in column B and then multiplied by the weight factor in column A (provided for evaluation purposes only).

Name of Proponent: \_\_\_\_\_

Category of Personnel	Weight Factor (A)	Fixed Hourly Rate (B)	Total (AxB)
1. Principal of the Firm	20	\$	\$
2. Senior Team Member	40	\$	\$
3. Intermediate Team Member	25	\$	\$
4. Junior Team Member	15	\$	\$
Total	100		\$

Signature of Proponent:

\_\_\_\_\_  
Signature Title Date

### **Inuit Content and the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy)**

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA) and the NNI Policy, the GN will provide consideration for Inuit Content. Accordingly, proponents are encouraged maximize business relationships with Inuit Firm sub-consultants and suppliers and hire Inuit workers to work on the project. All information should be provided in detail in the attached NNI Incentives Application Form.

Inuit Content is the dollar value of goods and services provided by an Inuit Firm, and the dollar value of Inuit Employment in carrying out the work, including Inuit employees from an Inuit or non-Inuit Firm. An Inuit Firm is a company that is approved by Nunavut Tunngavik Inc. (NTI) and included in the Inuit Firms Database which is available online at [www.inuitfirms.com](http://www.inuitfirms.com). An Inuk is any person included in the Inuit Enrolment List under the NLCA Article 35, or anyone entitled to be enrolled under that article.

Approximately one (1) point will be awarded for each 10% of work to be done by Inuit Firms where this information has been substantiated in the proposal. Likewise, proponents will be awarded approximately one (1) point for each 10% of work that will be done by Inuit workers where the names and dollar values are provided. No points will be given for values lower than 10%.

In order to determine the percentage of work associated with Inuit Firms and Inuit Employment, the following variables are required:

- Total Proposal Price
- Total Labour Costs
- Total Inuit Labour Costs
- Total Goods & Services (excluding labour)
- Inuit Goods & Services Costs (excluding labour)

Failure to provide this level of detail in your proposal pricing will result in the evaluation committee not being able to determine Inuit Content percentage levels to award points appropriately.

One of the priorities of the GN is to ensure that Inuit, Local, and Nunavut businesses supply materials, equipment and services, and that Inuit, Local and Nunavut labour are used to the fullest extent practical on any GN contract. Therefore the NNI Policy applies to this Request for Proposals.

To receive the benefits of this Policy, proponents must identify cost components for Inuit and Nunavut content including the names of any subcontractors, suppliers, and the residency of project team members or other labour proposed to carry out the work. Consideration will also be given for the proponent's Inuit Firm or Nunavut Business status.

Prior to rating, proposed pricing may be adjusted in accordance with the NNI Policy for the amount of work to be done by Inuit, Nunavut and Local businesses and residents. Cost components must be clear; therefore, proponents are encouraged to complete and submit the NNI Incentives Application Form attached to this RFP. Instructions are provided to guide proponents on what level of detail to include. Also refer to the Instructions to Proponents, clause 6 for more information. Failure to complete and submit this form with appropriate detail will result in a denial of NNI adjustments.

***In its proposal submission, the proponent must illustrate, through the detailing of one past similar or related project performed for the GN, how they maximized Inuit content to comply with the Nunavut Land Claims Agreement and the NNI policy. Include the project title, a one page summary of the project that substantiates Inuit Content, and an accessible reference with the submission. The proponent must use the attached NNI Incentives Application Form to receive any bid adjustments and Inuit Content scores.***

***If the proponent has not worked for the GN in the past, please use a sample project having an approximate value of \$100,000.00 and demonstrate how you would propose to utilize Inuit Content (Inuit Labour or Inuit Owned Companies as well as Nunavut based companies.***

## NNI Incentives Application Form

The following information MUST be provided by proponents wishing to receive any pricing adjustments permitted under the NNI Policy. If the information is not provided or is incomplete, bid adjustments will NOT be granted. **For the purposes of this SOA, the proponent must illustrate, through the detailing of one past project performed for the GN, how they maximized Inuit content to comply with the Nunavut Land Claims Agreement and the NNI policy.**

Values provided in this form must be substantiated by the information provided in the proposal. It will be necessary to provide the location of residence of all team members. Place a check mark in the column where you wish to receive the adjustment. The Evaluation Committee will use the GN and NTI Registries to verify the status of sub-consultants and suppliers.

<b>Proponent's Name</b>					
<b>I. Employment/Labour/Payroll – Include administrative/operational expenses in payroll values).</b>					
Name & Location of Worker (or proposed new hires)	Labour Cost	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
<b>Total Value of Labour</b>	\$				
<b>Value of Inuit Labour</b>	\$				
<b>II. Proponent/Sub-Contractor Amounts – Miscellaneous Expenses including Travel Estimates</b>					
Name & Location of Proponent or Sub- Contractor and Nature of Services	Unit Costs	Nunavut (7%)	Inuit (7%)	Local (7%)	Other (0%)
	\$				
	\$				
	\$				
	\$				
	\$				
<b>Total Goods &amp; Services (excluding labour)</b>	\$				
<b>Inuit Goods &amp; Services (excluding labour)</b>	\$				
<b>Total Proposal Value</b>	\$				
Note: Instructions for completing this form are on the following page. If more space is needed, copy this form. This information is required in order to apply NNI adjustments. Note: <b>The Local adjustment will not apply to this RFP.</b>					

Photocopy and reuse this page if more space is needed.

## NNI Adjustment Application Form Instructions

The following guidelines are given to assist proponents in applying for NNI adjustments:

### I. Employment/Labour (Payroll Expenses):

This section is for the labour of both the main Consultant (the proponent) and any Sub-Consultants. The work being done by the employees who don't live in Nunavut doesn't qualify for an adjustment. Any portion of payroll dollars for the work that will be done by Nunavut Residents does qualify (Nunavut 7%). If the Nunavut Residents are also Inuit, they qualify for the additional Inuit adjustment (7%). If the Inuit employees are not Nunavut Residents, they do not get the Nunavut adjustment; they only get the Inuit adjustment (7%). If the Nunavut Residents are also local to the benefiting community, then they qualify for the additional Local adjustment (7%). If the Inuit employees are Local Nunavut Residents, they get the full 21% adjustment. Inuit employees who are not Nunavut Residents don't qualify for Local adjustments.

### II. Other/Miscellaneous Expenses/Sub-Consultants:

This section is for both the main Consultant (the proponent) and any Sub-Consultants. Some of the work may have to be done by another consultant. This is referred to as a 'sub-contract'. If any other services required for the completion of the contract will be provided by the proponent or any other business, it must be identified here. If the proponent or other company is a Nunavut Business, then they will get the Nunavut adjustment (7%). If they are listed in the NTI Inuit Firms database, then they will get the Inuit adjustment (7%). If the company is listed in both databases, they get both adjustments. If they are also located in the benefiting community, then they get the additional Local adjustment (7%). If the sub-consultant is not on either the NNI or NTI List, it does not qualify for a bid adjustment of any kind.

### Application of NNI & NTI Adjustments:

Adjustments are applied to the sub-total dollar values associated with each listed component and sub-consultant or supplier according to their registration status. Accordingly, the Evaluation Committee will check the NNI and NTI databases to verify that the sub-consultant or supplier listed is actually registered and adjustments will be given according to the registered status.

For Example, if the proponent indicates that a company is both a Nunavut Business and an Inuit Firm by placing check marks in the 'Nunavut' and 'Inuit' columns, and the Evaluation Committee determines that the company is included on the NNI Registry but is not included on the NTI Inuit Firms Listing, then the Nunavut adjustment will be allowed and the Inuit adjustment will be denied.

Proponents are hereby reminded that registration in the NNI and NTI registries requires annual updates; therefore, proponents are encouraged to check the NNI and NTI websites to verify the status of any sub-consultants and suppliers they propose in carrying out the work. Proponents should also ensure that their own information is up to date. Refer to the Instructions to Proponents paragraph 6 for website addresses.

**Total Labour Value:** is the total of all of the individual team members assigned to tasks in the project and listed in each row.

**Total Goods and Services Value:** is the value of the proponent's own involvement, as well as the involvement of other consultants and suppliers with the labour values excluded.

The Evaluation Committee will use this information to apply any pricing adjustments you may be entitled to under the NNI Policy. The websites will be used to verify the information provided for proponents, sub-consultants and suppliers.

**PROPOSAL RATING SCHEDULE**

Item	Rating Criteria		Unit Points Awarded (A)	Assigned Weight (B)	Total Points (A) x (B) = (C)
1	Price Proposal			15	
2	Corporate Profile and Past Relevant Company Experience			30	
3	Key Personnel Achievements & Past Relevant Experience			30	
4	Management Services			10	
5	Inuit Content	Inuit Labour		10	
		Inuit Firms		5	
PROPONENT:				TOTAL:	

Comments:

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Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_

<p><b>LEGEND:</b>   <b>A – Evaluation Points Awarded</b>  <b>B – Weighting Factor</b>  <b>C – Sub-Total Weighted Score (A times B)</b></p>	<p><b>RATING POINTS:</b>   <b>Poor 0 - 3 points</b>  <b>Fair 4 - 6 points</b>  <b>Good 7 - 8 points</b>  <b>Excellent 9 - 10 points</b></p>
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The following is provided as a guide to assigning an appropriate score relative to the quality of the proposal submission:

1) If the Quality of the Response is:

- no information provided;
- requirement was not mandatory, but proponent did not provide any information or address the issue;

Award the following points: 0 (Zero)

2) If the Quality of the Response is:

- falls short of meeting basic expectations;
- has a low probability of success.

Award the following points: 1 – 3 (Poor)

3) If the Quality of the Response is:

- acceptable at a minimum level; meets our basic requirements; has a reasonable probability of success;
- some objectives may be met.

Award the following points: 4 - 6 (Fair)

4) If the Quality of the Response is:

- A sound response; fully meets most of our requirements; very good probability of success;
- achieves all objectives in a reasonable fashion.

Award the following points: 7 - 8 (Good)

5) If the Quality of the Response is:

- Meets all of our requirements; exceeds expectations;
- excellent probability of success in achieving all objectives;
- very innovative.

Award the following points: 9 - 10 (Excellent)

Note that a zero (0) score is reserved only for instances where the proposal does not address an issue that was requested in the RFP or where desired information is not provided. A zero (0) would be used in the event of a proponent not having any Inuit content or for not meeting a minimum standard. It should not be confused with failure to address a mandatory requirement which would render the proposal non-compliant and warrant rejection without further consideration.



## PROPOSAL SUBMISSION FORM

The following information should be provided by proponents wishing to have their proposal evaluated. If the proponent is not legally registered with the Government of Nunavut's Department of Justice, Legal Registries Division, in order to legally do business in Nunavut, then the proponent will be required to register should their proposal be acceptable to the GN.

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please indicate if the entity submitting this application is an Incorporated Company:** \_\_\_\_\_

**If yes, which province is the registration in?** \_\_\_\_\_

**Is the company registered in any other province as extra-provincially?** \_\_\_\_\_

**If yes, which province(s)?** \_\_\_\_\_

**AUTHORIZED PERSON(S):** \_\_\_\_\_

**NAME(S) & TITLE(S) IN CAPITAL LETTERS:**  
\_\_\_\_\_  
\_\_\_\_\_

**AUTHORIZED CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**AUTHORIZED SIGNATURE(S):** \_\_\_\_\_  
\_\_\_\_\_

## Call Up Procedures

### SERVICE REQUESTS UNDER THIS SOA

Service Requests resulting from this RFP are permitted by the GN and will be entered into subject to the Terms of Acceptance set out above in this RFP. The following steps described below set out the basic process for engaging services under an SOA. This process is further illustrated in Steps 1-10 of the Order Processing Matrix. (Table 1)

Task(s) will be called-up by the **Program Authority** as follows:

- a) The Program Authority may consult directly with the SOA Vendor to ascertain and finalize a Scope of Work (see Needs Analysis below).
- b) The Program Authority will provide the SOA Vendor with a description of the task(s) to be performed or Scope of Work.
- c) The SOA Vendor will, within the timeframe allocated, estimate a price, delivery schedule, and proof of insurance(s) based on the Scope of Work. (Refer to Response Time below).
- d) Prior to commencing any work, a firm price shall be established by multiplying the SOA Rates specified in the Basis of Payment Table by the number of hours or days estimated by the SOA Vendor.
- e) The Program Authority will then formally authorize the SOA Vendor to proceed with the work by issuing a formal agreement which shall be in the form of a Service Request
- f) The Service Request will be subject to the Terms and Conditions set out in the Standing Offer Agreement.
- g) The Scope of Work and Delivery deadlines specified in the Service Request are binding and must be adhered to (see Delivery Time below).

The Program Authority shall coordinate work requirements and be responsible for all matters concerning assignments specified in Service Requests made pursuant to SOAs resulting from this RFP.

### RESPONSE TIME

Response Time refers to the time frame in which the SOA Vendor responds with a quotation/proposal to an initial request for services from a Program Authority. In many circumstances, the work may be required as a result of an emergency situation; therefore it is critical that SOA Vendor(s) be able to provide a quick response.

The SOA Vendor will be required to respond directly to the Program Authority requesting the services.

The SOA Vendor's responsiveness to the Program Authority's orders is extremely important. The SOA Vendor should be able to process orders within as little as 24 hours of the date that the original request is made and up to no more than five (5) business days.

Exceptions to these standards must be brought to the Program Authority's attention at the time of the order's original receipt. In the event the SOA Vendor cannot reply within the indicated timeframe, the Program Authority shall be at liberty to request the services from another SOA Vendor in accordance with the SOA Terms of Acceptance set out in the RFP.

## **DELIVERY TIME**

Upon receipt of a Service Request under the SOA, the SOA Vendor will complete the services specified in accordance within the delivery time requirement stipulated in the Service Request. Delivery Time refers to the time frame in which the agreed upon service is provided. This timeframe may also be referred to as the Completion Date. The agreed delivery time shall be set out in the Service Request and shall be adhered to by the SOA Vendor.

## **NEEDS ANALYSIS**

Refer to steps 2-10 of the Order Processing matrix included as Table 1. The SOA Vendor may be required to assist the Program Authority in defining needs and advice on which products and services will best meet their client's needs in order to develop a clear Scope of Work. The SOA Vendor may also be required to perform specific planning and client liaison steps dictated by the nature of the services required. The provision of this service must guarantee the client an honest assessment of requirements coupled with a clear and logical time schedule and budget for completion. The focus must be on providing quick responses to the client's requirement, keeping the Program Authority informed on the status of the requirement and providing a high quality, cost-effective service, delivered on schedule.

## **FORMAL REPORTS**

The SOA Vendor will be required to provide a detailed report of services provided and any recommendations as a result of the study or services provided.

## **INVOICING**

The SOA Vendor will invoice based on clear link to the deliverables associated with the project.

The following information must appear on all invoices sent to the Program Authority:

- Identity of Program Authority (name and phone number);
- Standing Offer Agreement Number, Service Request Number and date order received;
- Brief description of product or service delivered and quantity ordered;
- Date product or service delivered; and
- Total invoice amount.

All travel and accommodations will be reimbursed in accordance with the GN's Duty Travel Policy. Plane tickets, itineraries, lodging and meal invoices must be submitted with travel claims.

**TABLE 1 - ORDER PROCESSING MATRIX**

A detailed list of the steps required to process an individual contract are listed below:

Step	Project Authority	Contract Authority	Technical Advisor	Consultant	Task
1	X		X		Request placed with Project Authority or Technical Advisor.
2	X		X	X	Review Requirements and Needs Analysis Options with stakeholders
3	X			X	Confirmation of Services to be provided and Call-up finalized.
4				X	Provide Estimate as per Call-up, Basis of Payment & Delivery Date
5	X				Advise stakeholders of Scope of Work and Delivery Date
6				X	Complete Services in accordance with Contract
7				X	Prepare & Submit Final Report / Deliverable(s)
8				X	Prepare & Submit Invoicing
9	X		X		Inspect Project & Report for Completion
10	X			X	Issue Payment and/or Correct Deficiencies prior to Final Payment

**TABLE 2 – CALL-UP STATEMENT OF WORK TEMPLATE**

The minimum detail to be provided for a Call-up.

Project Description	Provide a general description of the project.
Background	Provide information that will help the Consultant understand the project, its context, the need, the deficiency being addressed and the intended outcomes.
Constraints and Challenges	Describe restrictions related to site access, operational needs, available resources, location, that may apply to the project.
Project Authority and Stakeholders	Identify and describe the Project Authority and Stakeholders
Scope of Services and Deliverables Required	Refer to the service description in the Terms of Reference of the Standing Offer and where necessary modify or elaborate the service to suit actual needs.
Schedule	Provide the expected completion date and a summary of anticipated milestones.
Project Team	Identify the roles and responsibilities of the Project Authority and Stakeholders and the expected interface with the Consultant. Provide an organizational chart to identify team structure.

All contracts resulting from the establishment of this SOA will incorporate the elements and key contractual requirements outlined in the following Standing Offer Agreements.

## Consulting Services Contract

The following Consulting Services contract template outlines key contractual requirements that the GN considers important and will substantially incorporate into any contract resulting from this RFP.

### AGREEMENT

**BETWEEN:**

**THE GOVERNMENT OF NUNAVUT, as represented by  
the Minister of *(name of department)*  
(hereinafter referred to as the "GN")**

**AND:**

*(Insert the name of the Consultant)*  
*of (address of the Consultant),*  
**(hereinafter referred to as the "Consultant")**

**WHEREAS:**

- A. On *[date]* the GN issued a request for competitive proposals under the title and reference number *[insert RFP name and community here]*, Nunavut - RFP *[insert RFP number here]* for *[brief description of consulting services]* ("RFP), which RFP closed on *[date]*; and
- B. The Consultant provided a detailed Proposal dated *[insert date of Proposal]* ("the Proposal") outlining its ability to provide such services to the GN, and was the successful proponent under the RFP; and
- C. The GN and the Consultant wish to set out the terms and conditions relating to the provision of such Services;

**THEREFORE** the GN and the Consultant agree as follows:

"Agreement" means this contract between the GN and the Consultant for *[RFP Short Title for] Services*;

"Services" means those *[type/nature of services to be provided]* services set out in RFP # *(RFP Title, Community, Nunavut)*, the Terms of Reference of which are attached hereto as Appendix "A" and the services offered in

the Consultant's proposal dated [date], attached hereto as Appendix "B", to be performed by the Consultant to the full satisfaction of the GN.

## 1. SERVICES

- 1.1 The Consultant will perform those services which are set out in the Terms of Reference of the RFP and the Proposal ("the Services"), which are attached as Schedules A and B respectively to, and form part of, this Agreement,
- 1.2 The Consultant agrees to fully perform the Services in a competent, timely and professional manner to the full satisfaction of the GN within the term and for the price set out herein;
- 1.3 The Consultant will perform the Services to the standards set out in the RFP and the Proposal, whichever is higher.
- 1.4 The Consultant and the GN have mutually agreed upon the following supplemental terms, and nothing in the RFP or the Proposal will supersede the terms listed in this part:

## 2. TIME FOR PERFORMANCE

- 2.1 The Consultant shall commence performance of the Services on the \_\_\_ day of \_\_\_, 20\_\_\_, and shall forthwith execute and fully complete the Services, to the full satisfaction of the GN, on or before the \_ day of \_\_\_\_\_, 20\_\_\_.

## 3. PAYMENT

- 3.1 The GN agrees to pay the Consultant for the Services a total amount not greater than *type in the amount of the contract in words* Canadian Dollars (*\$contract value in numbers*) as set out in \_\_\_\_\_ of the Proposal.
- 3.2 Following completion of each portion of the Services, the Consultant shall invoice the GN for the performance of that portion of the Services, with documentation satisfactory to the GN.
- 3.3 Upon receipt of the invoice, the GN shall promptly determine whether the work which is the subject of the invoice is approved and the GN shall process payment to the Consultant of the amount of the approved portion of the invoice within thirty (30) days of the date of approval of the invoice, or within twenty (20) days of approval of the invoice in the case of a Nunavut Business as defined by the NNI Policy.
- 3.4 Where the GN does not approve of any part of the work which is the subject of an invoice, the GN shall promptly notify the Consultant in writing, of the

reason(s) why the work was not approved; and the Consultant shall remedy the work at no additional cost to the GN before the GN shall be obliged to pay the unapproved portion of the invoice.

- 3.5 If in the opinion of the GN the Consultant has failed to comply with or has in any way breached an obligation under this Agreement, the GN, on having given written notice of such breach to the Consultant, may withhold, in whole or in part, any payment due the Consultant without penalty, expense or liability; and any such hold back amount shall be withheld until the breach has been rectified to the satisfaction of the GN.
- 3.6 The GN may, in order to discharge obligations or satisfy claims against the Consultant or a subcontractor arising out of the execution of the Services, deduct any monies claimed and owing from any amount due and payable to the Consultant under this agreement, and pay it directly to an obligee or claimant.
- 3.7 The GN may set off any payment due the Consultant against any monies owed by the Consultant to the GN.
- 3.8 The GN must pay the Goods and Services Tax (GST), but is not subject to Provincial Sales Taxes (PST).

#### 4. NOTICE AND ADDRESS

4.1 Any notice required to be given herein or any other communication required by this Agreement shall be in writing and shall be addressed as follows:

a) To the GN:

*Project Manager's Name and Title*  
Department of *department name*  
Government of Nunavut  
*Mailing and Street Address Particulars*  
Facsimile Number: (    ) -    -  
E-Mail Address:

Contract Name and Reference Number:

b) To the Consultant, at:

*Consultant's Contact Person*  
*Consultant Name*



Mailing & Street Address

Facsimile Number:

E-Mail Address:

4.2 Any notice to be given under this Agreement shall be in writing, and shall be deemed to have been properly given if

- a) if delivered by mail, by mailing to that party at their mailing address for notices, and such delivery shall be effective when actually delivered or fifteen (15) business days following mailing, whichever is the earlier;
- b) if delivered by fax, by fax transmission to that party's fax number for notices (if any) and such delivery shall be effective on the first business day following the receipt of the fax transmission;
- c) if delivered by electronic mail, by electronic transmission to that party's email address for notices (if any) and such delivery shall be effective on the first business day following the receipt of the electronic transmission.

4.3 In the case of fax and electronic mail transmission of notices, the party sending the notice shall be solely responsible for ensuring the notice is properly received by the recipient.

## 5. PERFORMANCE OF SERVICES

5.1 The Consultant agrees to exercise all care, skill, and diligence in performing the Services and to comply with all the terms of this Agreement;

5.2 The Consultant agrees to furnish all labour, materials, supplies, tools, transportation, services and all things necessary for the proper and timely total completion of the Services.

5.3 The Consultant agrees to use only new materials and supplies of the best quality, of merchantable quality, fit for the intended purpose, and carefully installed or applied in accordance with any manufacturer's specifications and warranty requirements, in performing the Services;

5.4 The Consultant warrants that it has independently reviewed the nature of the Services, it is not relying upon any GN representations and it is fully qualified and able to perform the Services by the completion date.

## 6. CHANGES TO WORK AND SERVICES

6.1 Unless authorized by a written change order agreed to by both parties, the Consultant shall not perform any additional work beyond the Services. Any costs, fees or expenses incurred by the Consultant for additional

unauthorized work that is not in a change order or change directive shall be the Consultant's sole responsibility and the GN shall not be liable for any claim for compensation or reimbursement of such costs, fees or expenses, in law, in equity or under this Agreement.

6.2 The Consultant shall not change or omit any part of the Services nor perform any extra or additional work or service requested unless authorized by a written and signed change order.

6.3 Any cost or expense incurred by the Consultant for any additional or extra work or service performed by the Consultant, subcontractor or sub-consultant, without a previously signed change order, shall be the Consultant's sole liability and responsibility, and the GN shall not be liable for any claim for compensation in respect of such additional cost or expenses, in law or equity, or under this Agreement.

6.4 The time for performance and completion of the Services shall not be extended unless such change in time has been expressly agreed to by the GN in writing.

## 7. PERSONNEL

7.1 At any time, upon request of the GN, the Consultant shall remove within three days any worker of the Consultant (whether employed or otherwise engaged by the Consultant) who in the opinion and sole discretion of the GN is deemed to be unsuitable and thereafter the Consultant shall replace that worker with one who is acceptable to the GN.

7.2 The GN and the Consultant having recognized that the following personnel **is/are** critically important to the successful performance of the Services, agree that the following individuals will remain fully employed in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign **this/these** individuals during the term of this Agreement as long as such individual(s) remain(s) in the employ of the Consultant:

## 8. SUBCONTRACTORS

8.1 At any time, upon reasonable notice from the GN, the Consultant shall replace any subcontractor whom the GN acting reasonably has deemed to be

unsuitable and thereafter the Consultant shall replace that subcontractor with one who is acceptable to the GN.

8.2 In the event such replacement of subcontractor results in an addition or reduction to the Agreement price and term, these may be adjusted by the differences caused by such replacement.

8.3 The GN and the Consultant having recognized that the following subcontractor(s) is/ are critically important to the successful performance of the Services, agree that the Consultant will retain the following subcontractor(s) in performing the Services and the Consultant will not, without the prior written consent or agreement of the GN, remove or reassign this/these subcontractor(s) during the term of this Agreement, and shall promptly notify the GN should this/these subcontractor(s) become unavailable to the Consultant:

## 9. EXPEDITE THE WORK

9.1 At any time, upon notice from the GN, the Consultant shall make all reasonable efforts to expedite the Services and shall make all best efforts to ensure the timely and scheduled completion of the Services, at no additional cost to the GN.

9.2 Failure by the Consultant to do so when requested by the GN may be grounds for termination of this Agreement, in addition to all other remedies which may be available to the GN, under this Agreement, at law or in equity.

## 10. INTELLECTUAL PROPERTY WARRANTY

10.1 The Consultant warrants that:

- a) its performance of the Services and any product(s) used in performing the Services are original and are owned by the Consultant or have been validly and properly licensed by the Consultant as to all necessary intellectual property rights;
- b) no performance of the Services or products used in performance of the Services will or do violate or infringe upon any intellectual property rights of any other person or entity; and,
- c) it will indemnify and save harmless the GN from any costs, liabilities, damages or expenses, including reasonable legal fees and expenses arising, directly or indirectly, out of any proven or alleged breach of these warranties.

## 11. COPYRIGHT

- 11.1 Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Consultant in performing the Services or conceived, developed or first actually reduced to practice in performing the Services, (herein called "the Property") shall vest in the GN and the Consultant hereby absolutely assigns to the GN the copyright in the Property for the whole of the term of the copyright.
- 11.2 The Consultant shall ensure that its contractual relations with employees and subcontractors preserve copyright for the GN, in compliance with the subsection above.

## 12. CONSULTANT'S ADDITIONAL RESPONSIBILITIES

- 12.1 In the event that the Consultant is, in the opinion of the GN, in default in respect of any obligation of the Consultant hereunder the GN may do any act as it deems necessary to rectify such default and the GN may deduct or set off the cost of such rectification against any payment due or becoming due to the Consultant under this or any other contract with the GN.
- 12.2 The Consultant may not assign or delegate the Services to be performed under this Agreement, or any part thereof, to any other party without the prior written consent of the GN. In the case of a proposed assignment of monies owing to the Consultant under this Agreement, the consent in writing of the Comptroller General of the GN must be obtained, pursuant to S.69(4) of the Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement.
- 12.3 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this Agreement. At any time during the term of this Agreement, and for the three (3) year period following the Agreement, the Consultant, upon the request of the GN shall promptly produce such accounts and records.
- 12.4 Any information obtained from, or concerning any department of the GN, or clients of any department of the GN, by the Consultant, its agents or employees in the performance of the Services, or of any other contract, shall be confidential. The Consultant shall take such steps as are necessary to ensure that any such information is not disclosed to any other person, and shall maintain confidential and secure all material and information that is the property of the GN and in the possession or under the control of the Consultant. This clause survives termination or expiry of this Agreement.
- 12.5 The Consultant shall notify the GN immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought

or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the Services under this Agreement.

- 12.6 The Consultant represents, warrants and covenants that it does not have, and will not incur, a pecuniary interest in the business of any third party, or any other conflict of interest that would affect their objectivity in the performance of their duties under this Agreement. Should an event giving rise to such a conflict of interest occur, the Consultant shall immediately notify the GN, in writing, and present a plan whereby the conflict may be managed. Upon receipt of such a notice, the GN may, in its sole discretion, elect to terminate this Agreement, or continue with this Agreement subject to the Consultant's satisfactory compliance with the conflict management plan.
- 12.7 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the GN and the other party to which services are being rendered shall be advised of the conflict immediately.

### 13. TERMINATION

- 13.1 The GN may terminate this Agreement at any time without penalty upon giving written notice to the Consultant, if, in the sole opinion of the GN,
- a) the Consultant's performance of the Services is persistently faulty or below the required standard, or the Consultant is unable to deliver the Service as contracted (becomes 'not responsible'),
  - b) the Consultant becomes insolvent or commits an act of bankruptcy.
  - c) an actual or potential labour dispute delays or threatens to delay timely performance of the Services
  - d) the Consultant defaults or fails to observe the terms and conditions of this Agreement in any material respect.
- 13.2 This Agreement shall terminate as of the day for termination set out in the written notice and the Consultant shall forthwith invoice the GN for work performed to the date of termination.

### 14. SUSPENSION OF WORK

- 14.1 The GN may in its sole discretion at any time upon notice to the Consultant in writing suspend the performance of the Services in whole or in part, for a specified or unspecified time.
- 14.2 Upon receiving notice of the suspension, the Consultant shall immediately suspend all operations concerning that identified portion of the Services,

except work necessary in the opinion of the GN, to care for, preserve and protect the Services.

- 14.3 During the period of suspension, the Consultant shall only be entitled to be reimbursed for its reasonable, proper and actual expenses in caring for, preserving and protecting the work product.
- 14.4 Should the period of suspension of the Services, in whole or in part, last longer than thirty (30) consecutive days or such longer period as the parties may agree upon in writing, either party to this Agreement may consider the Agreement to be terminated by mutual agreement without further liability.”

## 15. PERFORMANCE

- 15.1 If the Consultant fails to comply with any decision or direction of the GN made pursuant to the Services, or fails to take steps satisfactory to the GN to correct any defect, delay, deficiency or default within seven (7) days of being given written notice by the GN to do so, the GN may, upon notice to the Consultant, take the Services or a portion thereof out of the Consultant's hands and employ such methods and/or other Consultants as the GN deems advisable, to do that which the Consultant failed to do, at the Consultant's cost and expense.
- 15.2 If the Consultant defaults, fails to perform its obligations under this Agreement in whole or in part, or if in the sole discretion of the GN the quality of work or the contract management practice of the Consultant is unsatisfactory, the GN may deem the Consultant to be “not responsible” for the purpose of other proposals or tenders.

## 16. ALTERNATIVE DISPUTE RESOLUTION

- 16.1 The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them, which negotiations shall not terminate until the President of the Consultant (or designate) and the Deputy Minister (or designate), shall have considered the dispute. The Parties shall, on a without prejudice basis, provide frank, candid and timely disclosure of all relevant facts, information and documents to facilitate such negotiation.
- 16.2 If the dispute is not resolved in the foregoing manner, then the dispute shall be finally settled by arbitration and this Agreement specifically excludes the power of the Court to refuse to stay judicial proceedings. The arbitration shall take place in Iqaluit, Nunavut unless otherwise agreed.
- 16.3 Within 20 days after the Party requesting arbitration has given written notice of such request to the other Party, the Parties (acting reasonably) shall jointly appoint a single arbitrator. If the Parties are unable to appoint a single

arbitrator within the said 20-day period, then the Consultant shall appoint one arbitrator and the GN shall appoint one arbitrator, both such arbitrators to be appointed within 10 days after the end of the aforementioned 20-day period, with a third arbitrator then being selected by those two arbitrators within 5 days following their appointment. The third arbitrator shall alone conduct the arbitration. The arbitration will be final and binding and not subject to appeal and the procedures and substance of the arbitration will be governed by the *Arbitration Act, (Nunavut)*.

- 16.4 Notwithstanding the foregoing, the GN may at its option refer a particular dispute regarding confidential information, frustration or fundamental breach of the Agreement to the Nunavut Court of Justice and not to Arbitration.

## 17. FORCE MAJEURE

- 17.1 Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such failure or delay is due to fire, flood, explosion, war, embargo, governmental action, terrorism, act of a public authority, Act of God or any other cause beyond its control, except labour disruption, without additional notice.
- 17.2 The Consultant acknowledges that Nunavut frequently experiences severe weather, shortages in supplies and fuel, and interruptions of power service and communications that might constitute force majeure elsewhere, and the Consultant will plan for those eventualities as much as possible.
- 17.3 In the event a Force Majeure event occurs which delays or threatens to delay performance of its obligations by a party, that party shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause or ameliorate the potential disruption and consequent losses.
- 17.4 Should the Force Majeure event last for longer than thirty (30) days, the GN may terminate this Agreement, in whole or in part, without further liability, expense or cost of any kind.”

## 18. INDEMNITY AND INSURANCE

- 18.1 The Consultant will indemnify and save harmless the GN, its employees and agents from and against all claims, demands, losses, damages, causes of action, costs and expenses made against or incurred, suffered or sustained by the GN at any time either before or after the expiration or termination of this agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the

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

- 18.2 The Consultant shall without limiting its obligations or liabilities hereto, obtain, maintain and pay for during the period of this Agreement, the following insurance:
- 18.2.1 Professional Liability Insurance with limits of not less than two million dollars (\$2,000,000) per claim, to cover claims arising out of the rendering of or failure to render any professional service under the Agreement.
  - 18.2.2 Workers' Compensation and Safety (WCS) coverage. The Nunavut *Workers Compensation Act* requires that all persons working in Nunavut be covered under the Nunavut WC program, even if the employer is not a Nunavut-based company. If the Consultant is assessed any extra levies or assessment as a result of an injury or death to an employee (worker) of the Consultant or subcontractors or due to unsafe working conditions, these extra amounts will not be reimbursed by the GN.
  - 18.2.3 All motor vehicles, watercraft or snowcraft used by the Consultant in the performance of the agreement, regardless of ownership, shall be insured by Standard Liability Insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, death and damage to property;
  - 18.2.4 Commercial General Liability insurance with limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to or loss of use of property. Such insurance shall include but shall not be limited to the following terms and conditions:
    - Products and Completed Operations
    - Owners & Consultants Protective
    - Contractual Liability;
    - Broad Form Property Damage;
    - Personal Injury
    - Cross Liability and Severability of Interest;
    - Medical Payments
    - Non-Owned Automobile Liability including contractual liability
    - Underground Property Damage; (in respect to any work involving ground disturbance.)
    - Contingent Employers Liability
    - Employees as Additional Insureds.



- 18.3 The insurance policies shall name the GN, its directors, officers, employees, agents and Consultants as Additional Insureds, only with respect to the terms of this Agreement (except on Workers Compensation, motor vehicles insurance and Professional Liability insurance), with a cross liability and severability of interests clauses. Such insurance shall be primary without right of contribution from other insurances available to the GN, and shall extend to cover the employees of the insureds hereunder.
- 18.4 All insurance policies shall include a provision whereby the insurers agree to provide not less than thirty (30) Days written notice to the GN prior to any insurance policies being materially altered, cancelled, or terminated by the insurers
- 18.5 The Consultant must have an account in good standing with its respective Worker's Compensation authority and provide evidence of same to the GN upon request from time to time.
- 18.6 The Consultant shall be responsible for any deductibles, exclusions and/or insufficiencies of coverage relating to such policies. The Consultant's liability is not capped to the amount of and scope of coverage required under the agreement.
- 18.7 The Consultant shall deposit with the GN prior to commencing the work, certificate(s) of insurance evidencing the insurance required by this Agreement in a form satisfactory to the GN and with insurance companies satisfactory to the GN, and shall provide evidence of continuing coverage on request.
- 18.8 The Consultant will ensure that all individuals (including the Contractor if an individual, and including all employees, officers and subcontractors) who are physically present in Nunavut during the term of this contract have extended medical benefits that cover the full cost of ambulance and medical evacuation. Beneficiaries under the Nunavut Land Claim Agreement are automatically covered. Individuals may have extended medical benefits through a group program, including a group program to which their spouse belongs. Individuals present for a short time in Nunavut may buy the necessary coverage with their airfare. In the event this coverage is not in place for an individual who must be medically evacuated while in Nunavut, the Consultant will indemnify the GN for the cost of the medical evacuation.

## 19. GENERAL TERMS

- 19.1 It is a condition of this Agreement that payment hereunder is subject to Section 46 of the *Financial Administration Act* (Nunavut) as amended or reenacted in successor legislation during the term of this Agreement. Section 46 currently provides as follows:

*"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."*

- 19.2 It is intended that all provisions of this Agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the Agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 19.3 This Agreement shall be to the benefit of, and be binding on the respective administrators, successors and assigns of each of the parties hereto.
- 19.4 Time shall in every respect be of the essence of this Agreement.
- 19.5 The Consultant is an independent contractor with the GN and nothing in this Agreement shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the GN and the Consultant. The Consultant is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' safety and compensation and the Nunavut Payroll Tax.
- 19.6 This Agreement shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 19.7 No waiver by either party of any breach of any term, condition or covenant of this Agreement shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 19.8 The failure of either party at any time to require the performance of any provision or requirement of this Agreement shall not affect the right of that party to require the subsequent performance of that provision or requirement.
- 19.9 This contract comprises the entire Agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the Services to be provided by the Consultant and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of signature of this Agreement.
- 19.10 This Agreement may be signed in counterparts and each such counterpart shall constitute an original document and such counterparts, taken together,

shall constitute one and the same instrument. Execution and delivery of this Agreement or a counterpart thereof by any party by fax or electronically shall constitute valid and effective execution and delivery, but each party shall retain an originally executed copy of the Agreement.

IN AGREEMENT WITH THE FOREGOING PROVISIONS AND IN THE PRESENCE OF WITNESSES, the parties hereto set down their signatures, by hand or by facsimile, and together bind themselves to this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FOR THE GOVERNMENT OF NUNAVUT: FOR THE CONSULTANT:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name & Title

\_\_\_\_\_  
Witness Name & Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Signature

**Architectural/Engineering  
Services Agreement**

**Community & Government  
Services**

**Original**



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**Project Title**

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**Location**

---

**Project No.**

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**Architect/Engineer**

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**Contract No.**

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**APPENDICES**

- A. \_\_\_\_\_ Proposal dated \_\_\_\_\_
- B. Request for Proposal

**SECTION A  
ARTICLES OF AGREEMENT**

**ARTICLES OF AGREEMENT**

These ARTICLES OF AGREEMENT made in duplicate this day of \_\_\_\_\_ 20\_\_.

Between:

The Government of Nunavut (referred to hereinafter as the "GN")

And:

=

==

(referred to in this Agreement as the "Architect/Engineer", hereinafter referred to as "A/E");

witness that the GN and the A/E covenant and agree as follows:

**A1 AGREEMENT DOCUMENTS**

- 1.1 The documents forming this Agreement between the GN and the A/E are:
  - 1.1.1 "Articles of Agreement", Section A;
  - 1.1.2 "Terms of Payment", Section B;
  - 1.1.3 "General Conditions", Section C;
  - 1.1.4 "GN's Responsibilities", Section D;
  - 1.1.5 "Architect/Engineer Services", Section E;
  - 1.1.6 "Additional Services", Section F;
  - 1.1.7 "Architect's Or Engineer's Proposal", Appendix "A".
  - 1.1.8 "Request for Proposal", Appendix "B".

**SECTION A  
ARTICLES OF AGREEMENT**

**A2 DESCRIPTION OF SERVICES**

*(Include detailed description of project. If applicable, the Project Requirements and Project Brief may be referred to and put in an Appendix).*

**SECTION A  
ARTICLES OF AGREEMENT**

**A3 CONTRACT AMOUNT**

- 3.1 Subject to any increase, decrease or set off that may be made under this Agreement, the GN shall pay the A/E, as consideration for the execution of the Services described in this Agreement, a sum of money calculated in accordance with the provisions contained in the "Terms of Payment" at the times and in the manner therein set out.
- 3.2 It is understood by the GN and agreed by the A/E and the GN that the fees are payable only when the Services have been performed to the satisfaction of the GN within the stipulated cost estimate established to perform these Services and any payment in respect of a phase or part of a phase is not to be deemed a waiver of the GN's rights of set-off at law or under this Agreement for costs or expenses arising from default or negligence of the A/E.
- 3.3. The attention of the A/E is drawn to the following statutory provision of Section 46 of the *Financial Administration Act (Nunavut)* as amended or re-enacted in successor legislation:
- "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."
- 3.4 The maximum amount payable by the GN under this Agreement shall not exceed a total sum of \$ \_\_\_\_\_ unless specifically authorized by a written change order approved by the GN.



**SECTION A  
ARTICLES OF AGREEMENT**

**SIGNED, SEALED AND DELIVERED  
in the presence of:**

**ARCHITECT/ENGINEER:**

Architect/Engineer's Full Business Name and  
Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corporate Seal

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Name and Title

**GOVERNMENT OF NUNAVUT (GN)**

Address:

Department of Public Works & Services

P.O. Box 1000

Iqaluit, NUNAVUT

X0A 0H0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

**END OF ARTICLES**

**SECTION B  
TERMS OF PAYMENT**

**TERMS OF PAYMENT**

**TP1 AMOUNT PAYABLE - GENERAL**

1.1 Subject to any other provisions of this Agreement, the GN shall pay the A/E, at the times, in the manner and for the amounts hereinafter set out and the A/E shall accept that amount as payment in full satisfaction for everything furnished and done by him in respect of the Services to which the payment relates.

**TP2 AMOUNT PAYABLE TO THE A/E**

**2.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES**

2.1.1 Fee for Services as described in Section E shall be computed as follows:

A. A Stipulated Sum Fee of  
\$ \_\_\_\_\_.  
or \_\_\_\_\_

B. A Time Rate Fee calculated on the basis of the following hourly rate:  
Payroll Costs + \_\_\_\_\_%

Payroll Costs are defined as the direct salaries of all the A/E's personnel engaged on the project, and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. Payroll costs are subject to annual review; any increases must have the prior approval in writing of the GN.

Travelling time authorized by the GN during normal working hours shall be chargeable as time worked. Authorized travelling time outside of normal working hours shall be chargeable to a maximum of three (3) hours per day. However, not more than eight (8) hours in any one day shall be claimed for the time spent in travelling.

**SECTION B  
TERMS OF PAYMENT**

All overtime must be authorized in advance in writing by the GN and payment will be calculated on the basis of the following hourly rate:

Payroll Costs + \_\_\_\_\_% (Overtime Rate)  
or

C. \_\_\_\_\_.  
(Alternate Time Rate Fee)

or

D. A Percentage of Construction Cost calculated as follows:

Architectural Contracts

Fees shall be calculated according to the current (based on the date this Agreement is approved by the GN) Recommended Conditions of Engagement and Schedule of Professional Fees as published by the Alberta Association of Architects; or alternatively in accordance with:

Engineering Contracts

Fees shall be calculated according to the current (based on the date this Agreement is approved by the GN) guideline of Consultant Fees for General Engineering Assignments as published by the Association of Professional Engineers, Geologists and Geophysicists of Alberta; or alternatively in accordance with:

Fees for both Architectural and Engineering Services shall be calculated based on the A/E's estimate of the Construction Cost until the Construction Contract is established. Fees will then be based on the Construction Cost. The adjustment of the fee to take into account the change orders of the Construction Contract shall be made at the time the Interim Certificate of Completion is issued.

2.1.2 Progress payments shall be made on a monthly, or mutually agreed basis. Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, monthly payments shall be made so that the Basic Compensation for each phase shall equal the following percentages of the total basic compensation payable.

**The GN will pay the Goods and Services Tax (GST).**

***(Include additional phases or modify these phases as appropriate):***

**SECTION B  
TERMS OF PAYMENT**

Schematic Design Phase	_____	%
Design Development Phase		%
Construction Document Phase	_____	%
Bidding or Negotiation Phase	_____	%
Construction Phase		%
Post Construction Phase		%

**2.2 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES**

2.2.1 In addition to the fees for services identified in Section E, the GN will pay the A/E for Additional Services, as specified in Section F as authorized by the GN as follows:

*(Here insert basis of compensation including rates and/or multiples of payroll costs for Principals and Employees. Identify Principals and classify Employees if required. All overtime must be authorized in advance by the GN; indicate appropriate rate).*

**SECTION B  
TERMS OF PAYMENT**

**2.3 PAYMENTS FOR REIMBURSEABLE EXPENSES**

Reimbursable Expenses, or disbursements, include actual expenditures made by the A/E and the A/E's employees in the interest of the project. These expenses must have the prior approval of the GN.

2.3.1 Reimbursable expenses shall be computed as a multiple of \_\_\_\_\_ times the amounts expended by the A/E. The A/E shall provide the GN with copies of all invoices for reimbursement.

2.3.2 Reimbursable expenses shall include the following:

A. Reproduction of plans, drawings, specifications and other documents, excluding reproductions for the A/E's use.

B. Travel Expenses  
Unless noted otherwise, travel and accommodation costs approved by the GN shall be paid in accordance with the rates established under the GN Collective Agreement with the Union of Northern Workers or the subsequent Nunavut Employees Union.

C. Telecommunication expenses.  
Long distance telephone calls, telex, telegrams, courier service, electronic conveyances and postage.

D. Living expenses for personnel where authorized by the GN, for out-of-town travel.

E. Equipment and Vehicle Rental Costs  
Vehicle rental costs are reimbursable only when the work is done out of town from the A/E's office. CADD equipment and other computer expenses are not considered to be reimbursable unless otherwise noted in Clause "F".

F. Other expenses are herein noted (**list any applicable**):

**TP3 TIME OF PAYMENT**

3.1 The A/E shall, in all cases, deliver on a monthly or mutually agreed basis to the GN, in respect of that payment period, a written progress claim that sufficiently describes any part of the Service that has been completed during that payment period for payment purposes.

**SECTION B  
TERMS OF PAYMENT**

3.2 The GN shall, not later than ten days after receipt by the GN of a progress claim referred to in TP 3.1, issue a progress report, a copy of which the GN will give to the A/E, that indicates the value of the part of the Services described in the progress claim that, in the GN's opinion, is in accordance with this Agreement and was not included in any other progress report relating to this Agreement.

3.2.1 The progress report referred to in TP 3.2 may take the form of an endorsement of the A/E's progress claim.

3.3 All payments will be made in accordance with the GN payment policy as described in the GN Financial Administration Manual, Directive 803-3. Subject to TP1, Nunavut A/E's shall be paid 20 days after receipt of their progress claim. Non-Nunavut firms shall be paid 30 days after receipt of their progress claim. A Nunavut firm is a firm that is registered in accordance with the Government of Nunavut Nunavummi Nangminiqagtunik Ikajuuti (NNI) Policy and has received a Nunavut designation.

**TP4 PROGRESS REPORT AND PAYMENT THEREUNDER NOT BINDING ON THE GN**

4.1 Neither a progress report referred to in TP 3.2 nor any payment made by the GN pursuant to these Terms Of Payment shall be construed as an admission by the GN that the Services or any part thereof is complete, is satisfactory or is in accordance with this Agreement.

**TP5 DELAY IN MAKING PAYMENT**

5.1 Any delay by the GN in making any payment when it is due pursuant to these Terms of Payment shall not be a breach of this Agreement by the GN.

5.2 When the GN delays in making a payment that is due pursuant to TP 3.3, the A/E shall be entitled to receive interest on the amount that is overdue, in accordance with the GN's Financial Administration Manual, Directive 803-4.

**TP6 RIGHT OF SET-OFF**

6.1 Without limiting any right of set-off or deduction given or implied by law or elsewhere in this Agreement, the GN may set-off any amount payable to the GN by the A/E under this Agreement or under any contract against any amount payable to the A/E under this Agreement.

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**END OF TERMS OF PAYMENT**

SECTION C  
GENERAL CONDITIONS

GENERAL CONDITIONS - CONTENTS

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**SECTION C  
GENERAL CONDITIONS**

**GENERAL CONDITIONS**

**GC1 DEFINITIONS**

In this Agreement:

- 1.1 **"GN"** means the Government of Nunavut as represented by the Minister of Public Works & Services, the Deputy Minister of Public Works & Services or any person specially authorized by them to act on their behalf.
- 1.2 **"A/E"** means the Architect or Engineer as designated in the Articles of Agreement.
- 1.3 **"Subconsultant"** means a person, firm or corporation to whom the A/E has subcontracted the whole or any part of the Services.
- 1.4 **"Contractor"** means the person, firm or corporation contracting with the GN to provide labour, materials and equipment for the execution of the Work.
- 1.5 **"Subcontractor"** means a person, firm or corporation to whom the Contractor has subcontracted the whole or any part of the Work.
- 1.6 **"Services"** means the totality of all labour, materials and equipment used or incorporated into the project by the A/E pursuant to this Agreement. The extent of the Services are further defined in the Articles Of Agreement, Section A2.
- 1.7 **"Project Brief"** means the document describing in sufficient detail the services to be provided to permit the design to proceed. It may include general project information, content plan, time plan, cost plan, and design data, specifically related to the subject project.
- 1.8 **"Project Requirements"** mean instructions and directions in writing, which may include data, documents, plans, drawings, specifications, tendering procedures and pre-tender addenda provided by the GN concerning the project, its administration, time and cost limits and may include the Project Brief.
- 1.9 **"Work"** means the totality of all labour, materials and equipment used or incorporated into the project by the Contractor pursuant to the Construction Contract.
- 1.10 **"Construction Cost"** means the contract price of all elements of the Work designed or specified by the A/E. Where there is no contract price for all or part of the project, the Construction Cost shall be the estimated cost at current



**SECTION C  
GENERAL CONDITIONS**

market rates as determined by the A/E and agreed by the GN. Construction Cost does not include the compensation of the A/E and the Sub-Consultants, and other costs such as the cost of the land and rights-of-way.

- 1.11 **"Construction Contract"** means the contract between the GN and the Contractor for the provision of labour, materials, and equipment for the execution of the Work by the Contractor.
- 1.12 **"Construction Contract Documents"** means the Construction Contract and all documents relating to the Work issued by or through the A/E, including the plans, drawings, specifications, schedules and all variations and modifications thereto.
- 1.13 **"Cost Estimates"**
- 1.13.1 Class C Estimate  
This estimate, which is prepared with limited site information, is based on probable conditions affecting the project. It represents the summation of all identifiable project elemental costs. It is used for program planning, to establish a more specific definition of client needs and to obtain preliminary approval.
- 1.13.2 Class B Estimate  
This estimate is prepared after site investigations and studies have been completed and the major systems defined. It is based on a project brief and preliminary design. It is used for obtaining approvals, budgetary control and design cost control.
- 1.13.3 Class A Estimate  
This is a detailed estimate based on final drawings and specifications; it is used to evaluate tenders.

**GC2 TIME OF ESSENCE**

- 2.1 Time is of the essence of this Agreement.
- 2.2 The A/E shall submit a detailed schedule suitable to the project for the performance of their Services for the project and shall adhere to the schedule approved by the GN. If a change in the approved schedule becomes necessary, the A/E shall submit a report to the GN and obtain approval for any change therein.

**GC3 SUSPENSION OF SERVICES**

- 3.1 The GN may require the A/E to suspend performance of this Agreement for a specified or unspecified period by giving written notice of suspension to the A/E.
- 3.2 During the period of suspension the A/E shall minimize their

**SECTION C  
GENERAL CONDITIONS**

payroll costs and operating expenses and within 10 days of the receipt of the notice of suspension, deliver to the GN a schedule of net expenses in respect of which they claim to be reimbursed. The GN will give due consideration to the claim and will make such payment as seems in the opinion of the GN to compensate the A/E for reasonable costs and expenses incurred during the period of suspension.

- 3.3 If the period of suspension is 60 days or less, the A/E shall, upon the expiration of that period, resume the performance of this Agreement.
- 3.4 If the period of suspension is more than 60 days, and if the GN and the A/E agree that the performance of this Agreement will be continued by the A/E, the A/E shall resume performance of this Agreement subject to any terms and conditions agreed upon by the GN and the A/E (Fees and/or schedule may have to be revised). If agreement cannot be reached to continue this Agreement, the notice of suspension shall be deemed to be a notice of termination.

**GC4 TERMINATION OF AGREEMENT**

- 4.1 The GN may terminate this Agreement at any time by giving a written notice of termination to the A/E. When a written notice is received by the A/E, the A/E shall, subject to any conditions stipulated in the notice, forthwith cease all operations in performance of this Agreement.
- 4.2 If the GN terminates this Agreement because of default by the A/E, the insolvency of or the commission of an act of bankruptcy by the A/E, the A/E shall be liable to and upon demand therefore pay to the GN an amount equal to all loss and damage suffered by the GN by reason of the non-completion of the services by the A/E. If the A/E fails to pay for such loss or damage on demand, the GN shall be entitled to deduct the same from any payments due and payable to the A/E. Termination under this subsection does not operate so as to relieve or discharge the A/E from any obligation under this Agreement or imposed upon them by law in respect to the services or any portion thereof that they have completed.
- 4.3 In the event of termination, the GN will pay and the A/E will accept in full as settlement of all claims, an amount calculated under the Terms Of Payment in this Agreement specified for that phase or a proportionate part thereof based on the Services performed together with such further amount as will in the opinion of the GN compensate the A/E

**SECTION C  
GENERAL CONDITIONS**

for reasonable expenses continuing after the date of termination.

- 4.4. Unless otherwise stated in GC 4.5, the A/E's Services shall be considered complete after the one year warranty period expires whenever corrections required of the Contractor at the end of this period are completed, or after the Final Certificate Of Completion is issued, whichever is the latest. The Warranty Period and Final Certificate of Completion are defined on the Construction Contract.
- 4.5 This Agreement shall terminate on \_\_\_\_\_20\_\_\_\_.  
Clause 4.4. applies if no date is inserted here.

**GC5 OWNERSHIP AND USE OF DOCUMENTS**

- 5.1 All surveys, reports, drawings, calculations, designs, plans, specifications, and other data, information and material collected, compiled, drawn and produced including computer disks and printouts pursuant to this Agreement are the property of the GN and the copyright of this material shall belong to the GN.
- 5.2 Any information given by the GN to the A/E in performing the Services in accordance with this Agreement shall be treated as privileged and confidential.

**GC6 LITIGATION**

- 6.1 This Agreement shall be deemed to have been made in Nunavut and shall be governed by the laws of Nunavut as far as applicable.
- 6.2 In the event of any legal action arising out of this Agreement, the A/E, if originating such action, may sue the GN in the name and style of "The Government Nunavut" and the GN, if originating such action, may commence the action against the A/E in their own behalf in the name and style of the "Government of Nunavut".

**GC7 SUCCESSORS AND ASSIGNS**

- 7.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- 7.2 This Agreement may not be assigned by the A/E, either in whole or in part, without the written consent of the GN.

**GC8 SUBCONSULTANTS**

- 8.1 Neither the whole nor any part of this Agreement may be subcontracted by the A/E without written approval of the GN.

**SECTION C  
GENERAL CONDITIONS**

The firms proposed to be used as Subconsultants for these services must also be approved by the GN.

- 8.2 Every Subconsultant agreement entered into by the A/E shall adopt all of the terms and conditions of this Agreement that are of general application.
- 8.3 Neither a Subconsultant nor the GN approval to a Subconsultant shall be construed to relieve the A/E from any obligation under this Agreement or to impose liability upon the GN.

**GC9 NO IMPLIED OBLIGATIONS**

- 9.1 No implied terms or obligations of any kind by or on behalf of the GN shall arise from anything in this Agreement and the express covenants and agreements therein contained and made by the GN are the only covenants and agreements upon which any rights against the GN are to be founded.
- 9.2 This Agreement supersedes all communications, negotiations and agreements, either written or oral, relating to the Services that were made prior to the date of this Agreement.

**GC10 EFFECT OF APPROVALS**

- 10.1 No acceptance or approval by the GN whether expressed or implied shall be deemed to relieve the A/E of their professional or technical responsibility for the plans, drawings, calculations or other material prepared or assembled by the A/E.

**GC11 INDEMNIFICATION BY A/E**

The A/E shall indemnify and save harmless the GN and the Commissioner of Nunavut from and against all claims, losses, damages, costs, actions and other proceedings, made, sustained, brought or prosecuted in any manner based upon, occasioned by or attributable to any injury, infringement or damage arising from any negligent act or omission of the A/E, their servants or agents or persons for whom they had assumed responsibility in the performance or purported performance of his services under this Agreement.

**GC12 RECORDS TO BE KEPT BY A/E**

- 12.1 The A/E shall:
- 12.1.1 maintain full records of the estimated and actual costs of the A/E Services together with all

**SECTION C  
GENERAL CONDITIONS**

- contracts, correspondence, invoices, receipts and vouchers relating thereto;
- 12.1.2 make all records and material available to audit and inspection by the GN or by persons acting on behalf of the GN when requested;
- 12.1.3 allow any of the persons referred to in GC 12.1.2 to make copies of and to take extracts from any of the records and material referred to in GC 12.1.1; and
- 12.1.4 furnish any person referred to in GC 12.1.2 with any information they may require from time to time in connection with such records and material.

The records maintained by the A/E pursuant to GC 12.1.1 shall be kept intact by the A/E until the expiration of two years after the date that a Final Certificate of Completion was issued to the Contractor or until the expiration of such other period of time as the GN may direct.

**GC13 CHANGES IN DESIGN**

- 13.1 The A/E, if requested in writing to do so by the GN, will make any required changes in the design for the project notwithstanding its previous approval and advise the GN of any effect on the time schedule, budget and other implications of the changes. Nothing done by the A/E to remedy design errors or other problems attributable to shortcomings of the A/E, including persons consulted, employed or supervised by them, shall entitle the A/E to additional fees.
- 13.2 If the GN requires changes in design or revisions after approval of the Construction Documents for reasons other than design and cost factors within the control of the A/E, the GN will pay the A/E a further amount, in respect of the additional work, to be negotiated between the parties.

**GC14 DISPUTES**

In the event of a disagreement regarding any aspect of the A/E's services or any instructions given under this Agreement, the A/E may give notice of their dispute in writing to the GN requesting a decision. Such notice shall be delivered to the GN within 14 days of the origin of the disagreement or receipt of the instructions. Pending such decision the A/E shall continue to perform their Services in accordance with the instructions of the GN who shall give its decision in writing to the A/E within 30 days of receiving the said notice. In the event that the A/E is dissatisfied with the decision, they shall continue to

**SECTION C  
GENERAL CONDITIONS**

perform their Services and, within 14 days from receipt of the decision, they may submit a written request for the Deputy Minister of Public Works & Services to review the matter in dispute. The Deputy Minister and the A/E may appoint a mutually acceptable person to mediate in the dispute.

**GC15 ERRORS AND OMISSIONS**

15.1 Notwithstanding any other provision of the Agreement, no fee payment will be made by the GN based on the cost of Services incurred by the A/E, and/or the cost of the Work incurred by the Contractor, to remedy errors or omissions for which the A/E is responsible.

**GC16 LOCAL/NUNAVUT LABOUR**

16.1 Insofar as is practicable the A/E shall employ and use Local, Nunavut, and Canadian labour in the execution of this Agreement and provide labour according to the Nunavut Labour Standards Act.

**GC17 INSURANCE**

17.1 The A/E shall, at their own expense, maintain the following insurance policies in respect of this Agreement unless otherwise stipulated:

Comprehensive General Liability	\$2,000,000
Professional Liability - Aggregate Limit	\$ 500,000
- Per Claim Limit	\$ 250,000

17.2 The policies specified in 17.1 shall be maintained continuously for the duration of this Agreement in a form acceptable to the GN and in accordance with the Nunavut Insurance Act.

17.3 Within 14 days after this Agreement is executed, the A/E shall deliver to the GN a Certificate Of Insurance, which indicates the limits of the A/E's insurance policies as noted in 17.1.

**GC18 CLAIMS AGAINST AND OBLIGATIONS OF THE A/E OR SUBCONSULTANT**

18.1 The A/E shall ensure that all their lawful obligations and lawful claims against them arising out of the execution of the Services are discharged and satisfied at least as often as this Agreement requires the GN to discharge its obligations to the A/E.

18.2 The GN may, in order to discharge lawful obligations of and satisfy lawful claims against the A/E or a Subconsultant arising out of the execution of the Services, pay any

**SECTION C  
GENERAL CONDITIONS**

amount, which is due and payable to the A/E under this Agreement, if any, directly to the obligees of and the claimants against the A/E or Subconsultant.

**GC19 CERTIFICATION**

19.1 Upon notification of award of this Agreement, the A/E is required to furnish within 14 days, when requested by the GN:

19.1.1 Proof of compliance with Nunavut's Engineers, Geologists and Geophysics Act. All plans, reports or similar documents prepared by an Engineer, Geologist or Geophysicist shall bear the NAPEG stamp or seal.

19.1.2 Architects must furnish proof of professional standing in a Canadian Provincial organization.

**~~GC20 OTHER CONDITIONS OF SERVICES~~**

**END OF GENERAL CONDITIONS**

**SECTION D  
GN'S RESPONSIBILITIES**

**GOVERNMENT OF NUNAVUT RESPONSIBILITIES**

**GN1 GN'S RESPONSIBILITIES**

- 1.1 The GN shall provide the A/E with the Project Requirements.
- 1.2 The GN shall provide promptly written decisions, instructions, acceptances and other relevant information required by the A/E to enable the A/E to perform the services as scheduled.
- 1.3 If tenders are to be called, the GN shall arrange for such tenders, assemble and issue the tender documents, receive bids and award the Construction Contract.
- 1.4 The following duties and responsibilities of the GN to the A/E are added to this Agreement as noted herein: **None**  
**(Initial any additions):** N/A



**SECTION E**  
**A/E SERVICES**

**ARCHITECT/ENGINEER SERVICES**

**AE1 BASIC SERVICES**

The A/E's Basic Services consist of the six phases described in Paragraphs 1.1 through 1.6 and includes any other services included in GC20 which are designated as part of Basic Services.

**1.1 SCHEMATIC DESIGN PHASE**

1.1.1 The A/E shall study the Project Requirements furnished by the GN to ascertain the requirements of the project and shall review the understanding of such requirements with the GN. The A/E shall advise the GN of the need for any further information and data including surveys, borings, soundings, and soil reports.

1.1.2 The A/E shall provide a preliminary evaluation of the project and a Class C cost estimate. The A/E shall also furnish a proposed project schedule in a format acceptable to the GN as noted in GC 2.2.

1.1.3 Based on the mutually agreed upon program and budget, the A/E shall review with the GN, alternative approaches to design and construction of the project.

1.1.4 The A/E shall prepare, for approval by the GN, schematic/preliminary design documents consisting of drawings and other documents appropriate to the size of the project illustrating the scale and relationship of project components.

1.1.5 The A/E shall participate in a review of the schematic design documents and the Class C cost estimates with the GN. Written approval of the schematic design and estimates must be obtained from the GN prior to commencement of the design development phase.

**1.2 DESIGN DEVELOPMENT PHASE**

1.2.1 Based on the approved schematic design documents and the approved budget, the A/E shall prepare, for approval by the GN, design development documents consisting of drawings, outline specifications and other documents appropriate to the size of the project to fix and describe the size and character of the entire project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.

**SECTION E**  
**A/E SERVICES**

**1.2 DESIGN DEVELOPMENT PHASE (Continued)**

- 1.2.2 The A/E shall assist the GN in obtaining preliminary approvals from authorities having jurisdiction, (such as the Safety Division, Territorial Fire Marshal, Health and Welfare Canada and Municipal Governments) as required.
- 1.2.3 The A/E shall prepare a Class B cost estimate.
- 1.2.4 The A/E shall participate in a review of the design development documents and Class B cost estimate with the GN. Written approval of the design must be obtained from the GN prior to commencement of the contract documents phase.

**1.3 CONSTRUCTION DOCUMENT PHASE**

- 1.3.1 Based on the approved design development documents, the A/E shall prepare construction contract documents consisting of drawings and specifications setting forth in detail the requirements for construction of the project.
- 1.3.2 The A/E shall participate, when requested by the GN, in reviews with the GN when the plans and specifications are 50%, 75% and 100% complete. If requested by the GN, written approvals shall be obtained from the GN at each review stage prior to commencing further work.
- 1.3.3 The A/E shall revise the cost estimate to reflect changes in the design, the tender date or market conditions. A Class A cost estimate will be submitted at the 100% review.
- 1.3.4 The A/E shall assist in obtaining final approvals from authorities having jurisdiction over the project as noted in the design development phase.

**1.4 BIDDING OR NEGOTIATION PHASE**

- 1.4.1 The A/E shall assist the GN in obtaining bids or proposals.
- 1.4.2 The A/E shall review any tenders or proposals that are submitted to verify their completeness and the A/E shall then make a recommendation for the award of a contract.

**SECTION E**  
**A/E SERVICES**

**1.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT**

- 1.5.1 Unless otherwise provided in this Agreement, the A/E shall provide administration of the Construction Contract as set forth below.
- 1.5.2 The A/E shall conduct inspections at intervals appropriate to the stage of construction that they consider necessary to enable them to determine if the Work is proceeding in general accordance with the Construction Contract Documents. However, the A/E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, unless otherwise stipulated in this Agreement. On the basis of such on-site observations, the A/E shall keep the GN informed of the progress and quality of the work, and shall endeavor to guard the GN against defects and deficiencies in the work of the Contractor.
- 1.5.3 The A/E shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures or for safety precautions and programs in connection with the Work, nor will they be responsible for the acts or omissions of the Contractor, Subcontractors, or any other persons performing any of the Work.
- 1.5.4 The A/E shall at all times have access to the Work wherever it is in preparation or progress.
- 1.5.5 The A/E shall determine the amounts owing to the Contractor based on observations at the site and on evaluation of the Contractor's application for payment, and shall issue, in a timely manner, certificates for payment in such amounts, as provided in the Construction Contract Documents.
- 1.5.6 The issuance of a certificate for payment shall constitute a representation by the A/E to the GN based on the A/E's observations at the site as provided in Subparagraph 1.5.2 and on the data comprising the Contractor's application for payment, that the Work has progressed to the point indicated; that, to the best of the A/E's knowledge, information, and belief, the quality of the Work is in accordance with the Construction Contract Documents and that the Contractor is entitled to payment in the amount certified. Such certification is subject to continuing evaluation of the Work as it progresses for general conformance with the Construction Contract Documents, to the results of any subsequent tests

**CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT (Continued)**

**SECTION E  
A/E SERVICES**

required by or performed under the Construction Contract Documents, to minor deviations from the Construction Contract Documents correctable prior to completion, and to any specific qualifications stated in the certificate for payment.

- 1.5.7 The A/E shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the written request of the GN and shall render written decisions within a reasonable time, on all claims, disputes, and other matters in question between the GN and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents, when so requested by the GN.
- 1.5.8 Interpretation and decisions of the A/E shall be consistent with the intent of and reasonably inferable from the Construction Contract Documents and shall be in written or graphic form.
- 1.5.9 The A/E shall notify the GN of all work which does not conform to the Construction Contract Documents, and the A/E shall make a recommendation as to whether or not said work should be rejected. Whenever, in the A/E's opinion, it is necessary or advisable for the implementation of the intent of the Construction Contract, the A/E will request the GN for special inspection or testing of the work, whether or not such work be then fabricated, installed, or completed.
- 1.5.10 The A/E shall review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, and Samples for conformance with the design concept of the Work and with the requirements and intent of the Construction Contract Documents. Such action shall be taken with reasonable promptness.
- 1.5.11 The A/E shall prepare Change Orders and other project documentation required for the GN's review and approval or execution in accordance with the Construction Contract Documents.
- 1.5.12 The A/E shall supply all engineering equipment normally associated with work of this nature including but not limited to slump cones, thermometers, transits, levels, chains, tapes, rods and range poles. Specialized equipment may be purchased or leased by the A/E on a reimburseable basis; however, prior approval of the GN will be required and purchased

**1.5 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT (Continued)**

equipment will become the property of the GN at the conclusion of the Work.

**SECTION E  
A/E SERVICES**

- 1.5.13 The A/E shall coordinate project meetings with the Contractor and their Subcontractors when necessary and the A/E shall attend all such meetings, unless otherwise advised, and report the results of each to the GN with copies of the minutes of each meeting.
- 1.5.14 In the absence of other directions from the GN, the A/E shall submit monthly reports on the progress of the Work.
- 1.5.15 The A/E shall prepare deficiency lists and advise the GN of work to be done in order to complete the project, and prepare an Interim Certificate of Completion in accordance with the provisions of the Construction Contract. The A/E shall carry out further inspections necessary to ensure that all deficiencies are rectified and prepare the Final Certificate of Completion for approval by the GN.

The A/E shall take steps towards ensuring that all operating manuals, warranties, guarantees and instructions are provided to the GN as specified in the Construction Contract Documents.

**1.6 POST CONSTRUCTION PHASE**

The A/E will assess any reported defects or deficiencies arising during the one-year warranty period as specified in the Construction Contract and when requested the A/E shall inspect the work with the GN prior to the expiry of that period. This trip, if required, will be paid for as an additional service. The A/E shall issue on behalf of the GN the necessary instructions to the Contractor if work is required to correct such defects or deficiencies.

**AE2 CONSTRUCTION COST ESTIMATES**

- 2.1 If at any time the A/E considers their estimates indicate costs will exceed the project budget they will immediately advise the GN. If in the opinion of the GN the excess is due to design, costs factors or matters under the control or reasonably foreseeable by the A/E, the GN may require the A/E at their expense and at no additional cost to the GN, do everything by way of revision of design to bring the cost estimate within the project budget.

**SECTION E  
A/E SERVICES**

**AE2 CONSTRUCTION COST ESTIMATES (Continued)**

- 2.2 If the lowest tender for the project exceeds the latest approved estimate of construction as set out in paragraph 1.3.3 by more than 10%, the A/E at their own expense and at no additional cost to the GN shall, if required by the GN, do everything necessary (including redesign) to bring the cost of the tendered work within the limits stipulated.
- 2.3 If the bidding or negotiation phase has not commenced within three months after the A/E submits the Construction Contract Documents to the GN, any estimate of Construction Cost may be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Contract Documents to the GN and the date on which the bids are sought. The cost to adjust such estimate shall be considered an additional service.

**END OF A/E SERVICES**

**SECTION F  
ADDITIONAL SERVICES**

**AS1 ADDITIONAL SERVICES**

The following Services are not included in Basic Services unless so identified elsewhere in this Agreement. They shall be provided only if authorized or confirmed in writing by the GN prior to any work being done. They shall be paid for by the GN as provided in this Agreement, in addition to the compensation for Basic Services.

- 1.1 If the GN requests that continuous representation at the site is required, the A/E shall provide one or more project representatives to assist the A/E in carrying out such responsibilities. Such project representatives shall be selected, employed and directed by the A/E as approved by the GN. The duties, responsibilities and limitations of authority of such project representatives shall be as mutually agreed between the GN and the A/E.
- 1.2 Providing consultation concerning replacement of any work damaged by fire or other similar cause during construction, and furnishing services as may be required in connection with the replacement of such work.
- 1.3 Providing services made necessary by the default of the Contractor or by minor defects or deficiencies in the Work of the Contractor.
- 1.4 Preparing a set of reproducible record drawings showing changes in the work made during construction based on marked up prints, drawings, and other data furnished by the Contractor to the A/E. Drawings to be labelled "As-Built", dated and signed by the A/E.
- 1.5 Preparing operation and maintenance manuals, and/or training personnel for operation and maintenance.
- 1.6 Providing services after expiry of the warranty period.
- 1.7 Providing translation to a language other than the English language.
- 1.8 When requested by the GN, providing a perspective presentation drawing or model for the use of the GN.
- 1.9 Preparing contract change orders to the Construction Contract which do not get implemented.

**SECTION F  
ADDITIONAL SERVICES**

- 1.10 Providing calculations which establish the optimum insulation values, life-cycle costs and pay-back periods for energy related systems and components.
- 1.11 Providing pre-design services such as surveys and soil investigation analysis.
- 1.12 Providing any other services not otherwise included in this Agreement as herein noted: **None**

**END OF ADDITIONAL SERVICES**





**STANDING OFFER AGREEMENT  
 SERVICE REQUEST TERMS AND  
 CONDITIONS SCHEDULE A**

<b>SCHEDULE A – SERVICE REQUEST</b>	
Standing Offer Agreement Reference Number: <i>2013-33</i>	
No. of Pages:	Contract Number:

*Ensure that funds have been obligated via RSN prior to initiating a contract. The RSN number will be the contract number for the Service Request.*

<b>CONSULTANT CALL-UP ADDRESS</b>		<b>GN PROGRAM AUTHORITY</b>	
Phone:	E-mail:	Phone:	E-mail:

<b>DESCRIPTION OF WORK</b>	
<p><i>✍ Modify according to the needs of your project and include:</i></p> <p><i>The nature of the work/the deliverable;</i>  <i>The place(s) where the work is to be performed;</i>  <i>The date(s) on which or by which the various project deliverables are to be performed and completed.</i></p> <p><i>Attach a separate page(s) as required. ✂;</i></p>	
This project shall be completed on or before:  <i>✍ The date on which or by which all work is to be completed ✂</i>	The GN agrees to pay the Consultant for the Services a total amount not greater than:  <i>✍ The maximum \$ amount of the Service Request ✂</i>
The parties certify that they have read the terms with this document and agree that they form part of this service request.	
<b>Program Authority Signature:</b>	<b>Contractor Signature:</b>
<b>Date:</b>	<b>Date:</b>

## Appendix A

Department of Community and Government Services  
Department of Culture and Heritage  
Department of Education  
Department of Executive and Intergovernmental Affairs  
Department of Finance  
Department of Human Resources  
Department of Health and Social Services  
Department of Justice  
Department of Environment  
Department of Economic Development and Transportation  
Legislative Assembly of Nunavut  
Qulliq Energy Corporation  
Nunavut Arctic College  
Nunavut Housing Corporation  
Nunavut Development Corporation  
Nunavut Business Credit Corporation

## APPENDIX A NNI EXAMPLE: SERVICES

This scenario is for a solution of services where a small amount of goods may be required to deliver the service. Instead, a substantial amount of labour is required to complete the contract and the costs for any materials necessary for delivering the service are ancillary<sup>1</sup>, and therefore included in the Contractor's Administration or General Expenses line item in the bid. For this example, we are using the hypothetical value of \$1,000,000 dollars for the proposed total contract price from a company called Local Inuit Nunavut Company (LINC). The contract price is arrived at based on the volume of work to be completed. Note this value was chosen for this example only and is not based on any real prices or a specific volume. It is for illustrative purposes only.

Total Proposal Price of Local Inuit Nunavut Company (LINC): **A \$ 1,000,000**

The proposal is further broken down to separate the Proponent and sub-contractor labour values from the non-labour portion of the services, and for the purposes of applying bid adjustments, the status of each company is verified.

<b>Total Proposal Price of LINC</b>		<b>\$ 1,000,000</b>
<b><u>Labour Component</u></b>	<b><u>Worker Status</u></b>	<b><u>Payroll Cost</u></b>
LINC Labour	Inuit, Nunavut, Local (Local Inuit are Nunavummiut)	\$ 200,000
LINC Labour	Non-Inuit, Nunavut based, not Local	\$ 300,000
Sub-Contractor A Labour	Not-Inuit, Not-Nunavut, (Montreal)	\$ 100,000
<b><u>Other Services Components</u></b>		<b><u>Other Service Component Costs</u></b>
LINC Materials	Inuit, Nunavut, Local	\$ 200,000
Sub Contractor A	Not Inuit, yes Nunavut, yes Local	\$ 100,000
Sub Contractor B	Yes Inuit, not Nunavut, yes Local	\$ 100,000

### For the Proponent Company: Local Inuit Nunavut Company (LINC)

- ✓ Inuit ownership – Included on the NTI Inuit Firms Registry – Yes Inuit
- ✓ Nunavut based and owned – Included on the GN NNI Secretariat Nunavut Business Registry – Yes Nunavut
- ✓ NTI or NNI Registered and based in the community where the Services are required – Yes Local

### For the Sub-Contractor “A”

- ✓ No Inuit ownership – Not on NTI Inuit Firm Registry – Not Inuit
- ✓ Nunavut based and owned – Included on the GN NNI Secretariat Nunavut Business Registry – Yes Nunavut
- ✓ NNI Registered and based in the community where the Services are required – Yes Local

### For the Sub-Contractor “B”

- ✓ Inuit ownership – Included on the NTI Inuit Firms Registry – Yes Inuit
- ✓ Nunavut based & owned but NOT listed on the GN NNI Secretariat Nunavut Business Registry – Not Nunavut
- ✓ NTI Registered and based in the community where the Services are required – Yes Local

### This example is given to illustrate two things:

- 1) How Bid Adjustments are Applied; and
- 2) How Inuit Content (Labour and Firms) is Evaluated

<sup>1</sup> Minor, subsidiary, supporting.

## 1) How the Bid Adjustments are Applied

### Calculate Allowable NNI Adjustments to Determine NNI Adjusted Bid Price – this is a 2-Part Step

**Table I. This analysis is based on the Proponent’s identified workforce, and workers to be used by its subs.** Proponents must indicate in their bids the dollar value estimates for workers and indicate if they are Inuit or not, if they are working in Nunavut or not, and which community they’re based in. This level of detail is needed to accurately calculate adjustments. For each value component and status category of labour, the value of the labour will be multiplied by the total allowable adjustment percentage factor.

Estimated Labour/Payroll Expenditures Breakdown Table							
Employers and Labour Forces	Value of Labour (\$)	Nunavut Residents 7%	Inuit Residents 7%	Local Residents 7%	Other Residents 0%	Total Adjustment (%)	Value of Adjustment (\$ x %)
LINC: Inuit based in service community <i>(Local Inuit are considered Nunavummiut)</i>	\$200,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21%	\$ 42,000
LINC: Nunavut workers based outside service area <i>(not LCA beneficiaries)</i>	\$300,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7%	\$ 21,000
Sub-Contractor A: Non-Inuit & not working in Nunavut <i>(not Inuit or Nunavut)</i>	\$100,000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	0%	\$ 0.00
<b>Total Estimated Labour</b>							<b>\$600,000</b>
<b>Total Estimated Inuit Labour</b>							<b>\$200,000</b>

Value of Adjustments on Total Labour (\$42,000 + \$21,000) = B \$ 63,000

**Table II. This analysis is based on the Proponent’s identified Value of Services to be provided by the Contractor and Sub-Contractors.** Bidder must have provided all ‘Own Forces’ amounts and Name(s) and Dollar Values of all intended Sub-Contractors in their bid. To calculate the adjustments, multiply the Value of Services by the Total Adjustment Percentage factor.

Other Services (Excluding Payroll Estimates) Fees/Price Breakdown							
Contractors Names & Line Items	Value of Services (\$)	Nunavut Businesses 7%	Inuit Firms 7%	Local 7%	Other Business 0%	Total Adjustment %	Value of Adjustment (\$ x %)
LINC: Materials & Administration <i>(Nunavut, Inuit &amp; Local)</i>	\$200,000	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	21%	\$ 42,000
Sub-Contractor A: Specific Services <i>(Nunavut and local, but not Inuit)</i>	\$100,000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14%	\$ 14,000
Sub-Contractor B: Specific Services <i>(Inuit and Local, not Nunavut)</i>	\$100,000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	14%	\$ 14,000
<b>Total of Other Services</b>							<b>\$400,000</b>
<b>Inuit Portion of Total Other Services</b>							<b>\$300,000</b>

Value of Adjustments on Other Services excluding Labour (\$42K + \$14K + \$14K) = C \$ 70,000

To determine the Total Value of Adjustments, add the total adjustments under the Payroll Breakdown Table (B) and the total adjustments from under the Other Services table (C) to find the Total Value of Adjustments:  
(\$63,000 + \$70,000) = D \$ 133,000

III. To determine the Total Adjusted Proposal Price, subtract the Total Value of Adjustments (D) from the Total Proposed Price (A) \$1,000,000:  
(\$1,000,000 - \$133,000) = E \$ 867,000

**This is the proposal price value that will be used to determine score in the pricing evaluation.  
See Rate/Price explanation on page 4.**

## 2) How Inuit Content (Labour and Firms) would be Evaluated

### Labour Component:

In order for Proponents to maximize points available for Inuit Labour, they will need to clearly outline their estimates for labour required to deliver the contract. This will include the value of the labour directly engaged by the Proponent company, and the value of labour provided by sub-contractors. Proponents should also be sure to identify the beneficiary status and location of the workers (i.e., Inuit or not, based in Nunavut and if any will be working in any of the communities within the Sealift Area they're bidding on (this will determine Local adjustments). The GN may request a description of the job title (Laborer, Account Representative, Sales Agent, Customer Service etc.), and the value of the labour to deliver the service to that Area; however this information should be included somewhere in the proposal submission.

Note that the Sub-Contractor labour values can only be included if they are part of the Proponent's proposal price, and part of the payroll. If they are charged to the GN separately by another company or contractor, they are not to be included.

### Other Expenses Component:

The 2<sup>nd</sup> pricing breakdown table provided on page 2 (Other Services – Excluding Payroll) is provided for the Proponent to identify other expenses and who they're being provided by. This includes all of the other components and costs of delivering the service, including any sub-contracted services, supplies, fuel, administrative costs, overhead, profit margin, hotels, insurance, advertising, transportation costs, maintenance, depreciation, etc. For the purposes of providing pricing, Proponents should present their pricing in a format similar to the table provided in the RFP. Costs or components that are internal to the Contractor such as profit margin, insurance, overhead etc., should be listed under the Proponent's name and will be considered as 'own forces'. Other components that may be broken out and identified as Inuit and or Nunavut and or Local companies should be listed separately. If the services are being delivered by a Local Inuit or Nunavut firm, they should be listed separately.

Note that Sub-Contractor work values can only be included if they are included in the proposal pricing as part of the overall expenses. If they are charged to the GN separately, they are not to be included.

### Proposal Scores and Inuit Content:

From the RFP document, the chart entitled Proposal Rating Schedule; we see that the Inuit Content Rating Criterion includes Inuit Employment (10%) and Inuit Firms (5%). From the information proponents submit on the chart entitled "RFP NNI Adjusted Price Calculation Information", we will complete the scores for Inuit Employment, Inuit Firms and the Bid Adjustment.

### How Inuit Labour is Evaluated:

To determine the score for Inuit Labour, the GN will award points for the percentage of payroll dollars that is outlined as Inuit Labour. In this example, the total value of Inuit Labour is \$200,000. The total value of all labour is \$600,000. Therefore the score for Inuit Labour is calculated as follows:

$$\begin{aligned} \text{Inuit labour Score} &= \$ \text{ Inuit labour} / \$\text{Total Labour} \\ &= \$200,000 / \$600,000 \\ &= .33 \\ \text{Inuit Labour score} &= \mathbf{3/10} \end{aligned}$$

### How Inuit Firms is Evaluated:

To determine the score for Inuit Firms, the GN will award (approximately) 1 point for each 10% of Inuit Content to be provided for delivering the contract in comparison to the total overall proposal value for the contract. This includes Inuit Labour.

In our example, the total value of Other Services (Supplies/Materials, Contractor or Sub-Contractor) is \$400,000, and the total value of proposed labour is \$600,000. This is a total overall proposes contract value of \$1,000,000. The Inuit portion of the Total Labour component on Table 1 is \$200,000, and the Inuit Portion of the Other Services component on Table 2 is \$300,000. This makes the total Inuit Content \$500,000: (\$200,000 for LINC Inuit Labour + \$100,000 for Sub-Contractor B Labour + \$200,000 for LINC Materials & Admin, etc.)

Accordingly, from our example the proponent LINC would score the following:

$$\begin{aligned} \text{Inuit Firm Score} &= \$\text{Total Inuit Content} / \$\text{Total Contract Value} \\ &= \$500,000 / \$1,000,000 = .5 \\ \text{Inuit Firm score} &= \mathbf{5/10} \end{aligned}$$

**Bid Adjustments** - In terms of NNI Adjustments, our Example Company LINC would have achieved the following adjustments (as illustrated on page 2):

$$\begin{aligned} \text{Adjusted Price} &= (\$ \text{Total Contract Value}) - (\text{Total Adjustments}) \\ &= \$1,000,000 - 133,000 = \mathbf{\$867,000} \end{aligned}$$

$$\begin{aligned} \text{Bid Adjustment Rate} &= \$\text{Total Adjustments} / \$\text{Total Contract Value} \\ &= \$133,000 / \$1,000,000 = .133 \\ &= \mathbf{13.3\%} \end{aligned}$$

**Rate/Price** The proponent with the least costly price, after bid adjustments are applied, for the geographical area, receives a score of 10/10. The next least costly bid after adjustment, receives a score relative to the best score.