

**QIKIQTANI INUIT ASSOCIATION
SOAs FOR CONSULTING AND PROFESSIONAL SERVICES**



**REQUEST FOR PROPOSAL
FOR STANDING OFFER AGREEMENTS
FOR CONSULTING AND PROFESSIONAL SERVICES**

PROPOSALS DUE: 20 OCTOBER 2017, 5:00PM EASTERN TIME

QIKIQTANI INUIT ASSOCIATION
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1.0 GENERAL

1.1 Introduction

Qikiqtani Inuit Association (“QIA”) is issuing this Request for Proposals (“RFP”) for the following types of services:

Organization Management: program design; program monitoring and evaluation; strategic planning; operational planning; project management; administrative support; management consulting; board governance; procurement and contracting support; procurement and contracting monitoring and evaluation

Communications: media monitoring; social media; promotional materials; web design; web hosting; advertising; event organization; publications; printing; signage; video/photography; audio editing; graphic design; digital media development and production

Elections and Community Consultation: community meetings; community events; community media; community outreach; community committee support

Human Resources: policy development; training; labour force planning; labour force monitoring; work readiness programming

IT: database management; GIS; records management;

Regulatory, Technical, Scientific: engineering; environmental; wildlife/marine biology; policy development; evaluation; coordination meeting support; regulatory hearing preparation; site monitoring; land appraisal; remediation; land use planning; community planning;

Social Policy: community funding; policy development; training; economic analysis

Professional services (for example legal and accounting), construction and specialized services (for example travel agency services) are not among the services sought in this RFP.

QIA is not bound to accept only the Proposal(s) with the highest score. The purpose of this RFP is to generate a roster of qualified service providers in each field, and enter into one or more Standing Offer Agreements (“SOAs”) with those providers. QIA will use these rosters for three years starting January 1, 2018. The SOAs will be renewable by mutual agreement for up to two one-year extensions, for a possible maximum of five years total.

In an SOA, the proponents agree to provide goods or services at prices and on terms as agreed, but QIA is not bound to purchase any particular goods or services whatsoever.

QIKIQTANI INUIT ASSOCIATION
SOAs For Consulting and Professional Services

Specific purchases of goods and contracts for services will be by way of Service Requests. The SOAs will set out the terms under which specific Service Requests may be issued to a successful proponent (also referred to as “SOA Contractor”).

Individual contracts for work or goods shall arise only when a specific Service Request is agreed under the SOA. By entering into an SOA, QIA does not promise any work to any Proponent, and does not guarantee a minimum volume of Service Requests. No SOA Contractor 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. The existence of a SOA will not bind QIA to issue a specific Service Request, or bind the successful proponent to accept a specific Service Request.

The process for issuing a Service Request is set out in the section entitled Call-Up Procedures in the SOA.

The following rules will apply;

- i. for services estimated at \$100,000 or less, QIA may engage with any SOA Contractor at its discretion by way of Service Request;
- ii. For services greater than \$100,000, QIA will engage in a public RFP process.

QIA reserves the right to request specific proposals from amongst any of the SOA Contractors at any time for anticipated Service Requests (for example, with respect to capacity or timing) but any such will not involve a change in price or a change in any other term of the SOA.

Unless notified otherwise, SOA Contractors 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. Either party may withdraw from the SOA on thirty days written notice.

Every SOA and Service Request issued as a result of this RFP will be governed by the laws of Nunavut; therefore the SOA Contractor shall be required to comply, and shall require its sub-contractors to comply, with all applicable laws, orders, rules and regulations.

The Instructions to Proponents are outlined in Section 2. The Proposal Requirements and Evaluation are outlined in Section 3.

1.2 Background Information

Qikiqtani Inuit Association (QIA) is the Regional Inuit Association that democratically represents over 14,000 Inuit in the 13 communities of the Qikiqtani (Baffin) region. QIA is a Designated Inuit Organization (DIO) under Article 39 of the Nunavut Agreement. QIA is a non-profit society incorporated under the *Societies Act* (Nunavut).

QIKIQTANI INUIT ASSOCIATION
SOAS FOR CONSULTING AND PROFESSIONAL SERVICES

QIA and its subsidiaries Qikiqtaaluk Corporation and Kakivak Association are involved in a wide range of advocacy, social development and economic development projects. **For certainty, this RFP is only for QIA itself and not those subsidiaries.** For more information about QIA, see qia.ca.

1.3 Definitions

- “Inuit Firm” An entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is
- (a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
 - (b) a cooperative controlled by Inuit, or
 - (c) an Inuk sole proprietorship or partnership; and
 - (d) able to present evidence of inclusion on NTI's Inuit Firms Registry.
- “Nunavut Business” A business which complies with the legal requirements to carry on business in Nunavut, and meets the following criteria:
- (a) is a limited company with at least 51 percent of the company's voting shares beneficially owned by Nunavut Residents, or
 - (b) is a co-operative with at least 51 percent of the Residents' voting shares beneficially owned by Nunavut, or
 - (c) is a sole proprietorship, the proprietor of which is a Nunavut Resident, or
 - (d) is a partnership, the majority interest in which is owned by Nunavut Residents and in which the majority benefits, under the partnership agreement, accrue to Nunavut Residents and complies with:
 - i. maintains a registered office in Nunavut by leasing or owning office, commercial or industrial space or in the case of service oriented businesses, residential space, in Nunavut on an annual basis for the primary purpose of operating the subject business, and
 - ii. maintains a Resident Manager, and
 - iii. undertakes the majority of its management and administrative functions related to its Nunavut operations in Nunavut, and
 - iv. has received designation as a Nunavut Business at least two weeks prior to the Tender or RFP closing.
- “Proponent” The individual, company or firm submitting a proposal in response to this RFP.
- “Proposal” The response to the RFP from the Proponent.

QIKIQTANI INUIT ASSOCIATION

- “Qikiqtani Business” A Local Business whose subject community is in the Qikiqtani Region.
- “Related Business” A Nunavut Business which is either directly or indirectly owned by Qikiqtani Inuit Association.
- “RFP” Request for Proposals, and specifically this Request for Proposals by Qikiqtani Inuit Association.
- “SOA” Standing Offer Agreement, described in s.1.1, and attached to this RFP.
- “SOA Contractor” A successful Proponent who enters into an SOA.
- “Services” The services that are described in the Terms of Reference of this RFP to be provided by a successful Proponent.
- “Service Request” The means by which QIA will call upon a SOA Contractor to perform and be paid for specified services under the terms of the SOA.

2.0 **INSTRUCTIONS TO PROPONENTS**

2.1 **Submission**

The Proponent may submit **a hard copy and/or an electronic copy** of their proposal. Hard copies should be in a sealed envelope or other sealed packaging, clearly marked on the outer surface with the name of this RFP. Proposals are to be submitted to:

Qikiqtani Inuit Association
P.O. Box 1340
Iqaluit, Nunavut
X0A 1H0
Attention: Jeremiah Groves, Assistant Executive Director

Email: procurement@qia.ca

Proposals accepted until 5:00PM Eastern Time on October 20, 2017 (“closing date”). **It is highly unlikely that QIA will extend that deadline.**

Electronic submissions may be delivered by email to the address in this section. Hand delivered copies may be submitted to the address in this section.

2.2 **Inquiries and Amendments**

All inquiries concerning this Request for Proposal are to be in writing and directed to:

Qikiqtani Inuit Association
P.O. Box 1340
Igluvut Building, 2nd Floor
Iqaluit, Nunavut X0A 1H0
Email: procurement@qia.ca

Any responses, and any changes to the RFP will be posted on the QIA website. Proponents should not expect to get verbal explanations or instructions, and any such will not be binding on QIA and should not be relied on by proponents.

Proponents should check the QIA website regularly for responses to written inquiries, in the form of written amendments or clarifications (“addenda”). Proponents are responsible for any changes or requirements set out in any addenda to the RFP.

The deadline for submitting inquiries is October 6, 2017 at 12:00PM Eastern Time.

2.3 **Requirements of Proponents**

The successful Proponents will be independent SOA Contractors and any proposed personnel will be (an) employee(s) of the Proponent. The Proponent is responsible for all federal, provincial and territorial taxes, assessments, levies, withholdings, insurance, WCB premiums and other costs.

Note: Before entering into an SOA, a Successful Proponent may be required to provide QIA with proof satisfactory to QIA of

- insurance required in the Standing Offer Agreement, and
- compliance with all federal, territorial and municipal laws applicable to the Proponent, including applicable GST and/or WCB status. (Note: WCB in Nunavut is not reciprocal with other jurisdictions.)

However, these documents do not need to be in the proposal itself.

2.4 Terms and Conditions

- 2.4.1** Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all of the terms and conditions of this Request for Proposals.
- 2.4.2** The Qikiqtani Inuit Association will not make any payments for the preparation of a response to this Request for Proposal. All costs incurred by a Proponent will be borne by the Proponent. QIA is not responsible for any costs, losses or damages (direct or consequential) that might be incurred by a Proponent in respect of any matter related to this RFP, including without limitation preparation and/or delivery of a Proposal, and whether or not caused by any intentional or negligent act or omission of QIA.
- 2.4.3** **This is not an offer or tender call.** QIA does not, by virtue of this request for proposals, commit to any award of contract, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award Standing Offer Agreements in any manner (or not at all) as deemed to be in QIA's best interests as determined by QIA in its sole and unfettered discretion.
- 2.4.4** Proponents may not amend their Proposal after the closing date and time, and may only withdraw their Proposal on written notice to QIA in accordance with Section 2.5.
- 2.4.5** QIA has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability, and no Proponent will have any claim against the Qikiqtani Inuit Association as a result of the cancellation or reissuing of the Request for Proposal.
- 2.4.6** Any Proposal that does not indicate the name of this Request for Proposal reference information and the Proponent's name is not a compliant proposal and will not be considered by QIA.
- 2.4.7** QIA will not be responsible for any Proposal that is delivered to any address other than that provided in Section 2.1 of this RFP.
- 2.4.8** In the event of any inconsistency between this Request for Proposal and the ensuing Standing Offer Agreement, the Standing Offer Agreement shall govern. Both this RFP and the Standing Offer Agreement shall be governed by the laws of Nunavut and applicable laws of Canada.

- 2.4.9** The resulting Standing Offer Agreement will be in the form of the Standing Offer Agreement attached to this RFP, and it will contain the relevant provisions of this RFP and the accepted Proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted Proposal or as a result of any negotiations prior or subsequent thereto. QIA reserves the right to negotiate modifications with any Proponent who has submitted a Proposal.
- 2.4.10** Any amendment made by QIA to this RFP will be issued in writing and posted on the QIA website. QIA may reject any Proposal as non-responsive if it does not provide all information requested by this RFP and any addenda. QIA may waive any deficiencies considered by QIA, in its sole discretion, to be non-material. QIA may contact a Proponent any time after the submission of a Proposal for the limited purpose of clarifying information contained in the Proposal.
- 2.4.11** An evaluation committee will review each Proposal. QIA reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria. QIA has no obligation to discuss with Proponents its decisions regarding any qualitative aspects of Proposals.
- 2.4.12** Proposals will be evaluated as soon as practicable after the closing time.
- 2.4.13** No detail of any proposal will be made public. QIA may publish the resulting roster of SOA Contractors.
- 2.4.14** By submitting a Proposal, the Proponent consents to the copying of its Proposal to facilitate its evaluation, and warrants that such copying will not violate the rights of any third parties. The Proposal and accompanying documentation submitted by the Proponents become the property of QIA and will not be returned to the respective Proponents.

After Submission of Proposals

- 2.5** Submitted Proposals may not be amended but may be withdrawn on written notice to QIA.
- 2.6** All proponents will be advised whether or not they were successful within one month of the deadline for submission.

3.0 PROPOSAL REQUIREMENTS AND EVALUATION

3.1 The Proposal shall include all the information required to score the Proposal, including the cost-competitiveness component. The Proposal will be used to evaluate the Proponent’s eligibility to provide services to QIA and to be placed on the roster(s) of service providers.

3.2 Proponents should clearly indicate which type of services they are offering – which roster of suppliers they wish to be considered for:

- Organization Management
- Communications
- Elections and Community Consultation
- Human Resources
- IT
- Regulatory, Technical, Scientific
- Social Policy

A proponent wishing to be on more than one roster should make a separate proposal for each. Each proposal will be scored against other proposals for the same roster.

QIA reserves the discretion to consider a proposal for one roster as being a proposal for another roster(s) in addition.

3.3 MANDATORY REQUIREMENT: for regulated professions and occupations (such as engineering) individuals must be licensed to offer their services in Nunavut, and the proposal must clearly state the details of each license.

3.4 Evaluation of Proposals

Criteria	Max. Percent of Evaluation
Cost Competitiveness	35%*
Relevant Experience/Expertise	25%
References (including from QIA)	25%
Methodology	15%
TOTAL	100%

* The cost competitiveness component is subject to adjustments for Inuit Firm, Qikiqtaaluk Business or Related Business Status.

To be successful, a proponent must score 60% or higher.

All Proposal ratings will be confidential and will not be made public. No details will be released about other Proponent’s Proposals.

3.5 Cost Competitiveness

The proposal should provide

- Hourly and/or daily rates for each team member, including subcontractors
- Flat rates for particular services (if any)
- Rates for travel time, if any
- Any other rates, charges or discounts.

Amounts must be stated in actual dollars and cents, expressed in Canadian funds.

The rates must remain valid through the period of the SOA, including the possible extensions.

The Proposal should include an outline of the preferred billing arrangements, if any, and may include a description of a standard invoice.

3.6 Adjustment

Consistent with the Nunavut Agreement, consideration will also be given to the Proponent's Inuit and local status. Adjustments will be made to the cost competitiveness score as follows:

- (a) Inuit Firm status, an adjustment of 5%;
- (b) Qikiqtaaluk Business status, an adjustment of 5%;
- (c) Related Business status, an adjustment of 5%.

It is up to the Proponent to provide evidence of claimed status.

3.7 Relevant Experience and Expertise

The Proposal should present the principal members of the proposed team, including their roles and responsibilities, their experience and qualifications, and their ability to provide the services. Information provided for each should include

- Name,
- Education,
- Licensing, certification and/or authorization,
- Recent employment history and description of relevant experience, and
- If the person has worked on QIA projects before, those should be identified, and if not, at least one of the letters of reference included in the proposal should mention the person.

In addition to subject matter experience, QIA values relevant experience (in this order)

- with QIA itself, its policies, values and practices,
- with Inuit organizations,
- in the communities of the Qikiqtani Region
- with Inuit culture and language, including working with translators and interpreters,
- with northern experience, and
- with other indigenous organizations.

3.8 References

As part of the evaluation of the Proposal, QIA may review the references of the Proponent and the Proponent's candidate from other clients. A minimum of one **independent** reference (that is, from someone other than the Proponent or someone on the Proponent's team) must be provided in the submission. QIA will consult its own records and staff with respect to work the proponent has done for QIA and take that into account in the scoring.

3.9 Methodology: Proponent's Approach to the Services

The proposal should include a written description of the proponent's methodology. This will vary depending on the service being offered. It might be an example of a past project, an approach to client management, or a well-known method within the service sector.

4.0 TERMS OF PAYMENT

The Proponent shall be reimbursed for services provided in accordance with the terms and conditions of the SOA, and the Service Request.

ISSUED at Iqaluit this September 8, 2017.

Qikiqtani Inuit Association