



NUNATSIAVUT

kavamanga Government

REQUEST FOR PROPOSALS

EMERGENCY MANAGEMENT PROGRAM DEVELOPMENT

Issue Date: August 11, 2023

Closing date and time: September 4, 2023 at 4:00pm ADT

Context

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

Project Overview and Scope of Work

Project Context & Overview

NG is seeking a consultant to prepare an Emergency Management Program and associated implementation plan for NG and the Inuit communities of Nain, Hopedale, Rigolet and Postville. This plan will set out NGs and the Inuit Community Government's (ICG's) approach to ensuring that appropriate preparedness, response and recovery strategies are in place. The plan would also set out an emergency operations center system.

LILCA provides that NG has the ability to make laws in Labrador Inuit Lands and the Inuit Communities in relation to, among other things, "Emergencies and search and rescue". Labrador Inuit Lands comprise of approximately 15,800 square kilometers of land in northern Labrador, much of which is coastal lands. To date no such legislation has been enacted. Part of this work will include providing advice on whether NG should enact legislation and if so what the legislation would accomplish.

Upon reviewing the Newfoundland and Labrador's provincial *Emergency Services Act* there is no identified role for NG in emergency response. The Provincial Emergency Management Plan (PEMP) does identify that NG has the ability to make laws in relation to emergencies and search and rescue, but if there is a conflict between Inuit Laws and Laws of General Application (LGA) then the LGAs prevail to the extent of the conflict. Part of this work will include providing advice on what role NG should have in the Provincial *Emergency Services Act*.

Part of this work will also involve a review of the emergency management plans for the ICG's of Nain, Hopedale, Postville and Rigolet and update them as necessary.

Scope of Work

The following scope of work outlines the expected steps to proposed project outcomes.

This work requires an individual who has 5-10 years of broad experience in emergency planning and strong relationship-building and communication skills.

1.1 Project Kick-Off & Initial Orientation Meetings

This project will be managed by the NG Secretariat with input from staff in each of the applicable ICG's. Upon project initiation a kick-off meeting will be held by videoconference to discuss project expectations, background information, scope, budget, and schedule.

The consulting team should assume that they will be required to participate in a 30 minute bi-weekly meeting with NG staff as well as to provide information via email correspondence detailing project progress and scheduling updates

1.2 Meetings with NG and ICGs - In person in communities

Following the kick-off meeting, and initial review of project information, the consultant will complete a visit to the relevant communities in Nunatsiavut to hold meetings with NG and each of the ICGs . This site visit will provide context and allow the consultant to understand the scope of the project. During this visit, the consultant will complete any additional data and document collection that may be necessary.

1.3 Project Completion Meeting

Upon project completion a meeting will be held with the NG as well as the ICGs. This meeting will provide an overview of the program and plans to ensure there is an understanding of the implementation for the programs and plans, ensure that NG has all data, correspondence, and an understanding of the current project status. All project templates and files will be provided in editable format to the NG.

The Consultant's final Emergency Management Plan should include at minimum:

- A section detailing the roles and responsibilities of individuals and NG Departments in the event of an emergency including the responsibility for declaring and terminating a state of emergency;
- Based on a Hazard, Risk and Vulnerability Analysis (HRVA), the provision of a detailed table of possible hazards including, if applicable, flood, storm surge, power failure, severe weather (i.e. severe cold, severe blizzard), wildland fires, water supply issues, dangerous goods, hazardous materials, marine incidents, pandemic, communications failures/total communications loss plan;

- Emergency responses and actors responsible for performing responses for each hazard identified;

A recommended renewal period for updating of the Emergency Management Plan

Requirements of Submission

Specific requirements outlined in this RFP do not constitute the final terms of an agreement or an engagement. A formal written agreement between the two parties will determine the ultimate terms.

Proposal Submission (Format & Response Guidelines)

To allow the NG the ability to conduct a thorough and timely evaluation, proposals should be presented in a clear and concise manner. Failure to present information in the format that is requested may be to the proponent's disadvantage. Proposals must the following format and sequence be followed to provide consistency in proponent response and to ensure each proposal receives full consideration.

1. Proposal Cover & Table of Contents

2. Executive Summary

Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the proponent's unique qualifications and services.

3. Corporate Profile, Detailed Project Manager Profile (CV) & Relevant Qualifications of Project Delivery Team

A corporate profile should provide an overview of the company, including years in business and location. The detailed consultant profile should include a CV and a summary of consultant experience including up to 5 examples of relevant projects, particularly highlighting work within Nunatsiavut or other Inuit Regions. Consultant experience should include a project description, discussion of project challenges and approaches, project budget, , client references, list of key personnel and include links to any publicly available examples where possible. Consultants and all team members must state their professional qualifications and certifications.

4. Project Management Approach

The consultant should provide a maximum of three (3) pages with an overview of their approach to this work including their approach to relationship-building and communication.

5. Commitment to Project Schedule

This section should include a brief explanation in the approach and proposed work plan to successful completion of the Project. The consultant should clearly indicate and illustrate, as necessary, the schedule outlining important dates and milestones. This section should detail each phase, specific tasks and critical milestones within a Gantt chart. This RFP reflects a one-year contract with a targeted end date of **October 1, 2024**. The consultant should indicate their availability to complete the work within the time period

6. Detailed Project Budget – Fixed Fees and Expenses

The Consultant must provide an estimate of professional fees and a detailed project budget. All fees (including travel) are to be included in the breakdown of fees. Consultants must provide a fee breakdown by team member with hourly rates. Expenses will be billed at cost, and supporting materials like receipts and invoices will be provided upon clients request. Consultants should assume at minimum one (1) visit to Nain, Hopedale, Postville and Rigolet for consultation with ICG's.

7. Mandatory Attachments to be Submitted with Proposal:

Appendix 1: Inuit Content Form

Evaluation Criteria for Proposals

The NG will evaluate each proposal received in response to this RFP on the principle of value for money by using the following criteria. Points awarded will be confidential and no details will be released to any of the proponents.

- a. 20% Corporate Experience, Relevant experience in remote, Inuit, and northern settings, project experience, and skills of key personnel
- b. 20% Program Development Approach
- c. 20 % Project Schedules and Critical Milestones
- d. 20% Detailed Project Budget
- e. 10% References, including the contact information of former clients.
- f. 10% Inuit culture incorporation and plan to incorporate Beneficiaries of the *Labrador Inuit Land Claim Agreement* & Inuit businesses into the Project as well as the Inuit Content Factor.

The *Procurement Act* will be used to determine the preferred supplier and Inuit Content Factor of the submissions. **It is the responsibility of proponents to show, in their proposal, a calculation of the Inuit Content Factor for the proponent and must include a completed copy of the Inuit Content Scoresheet as shown in the Appendix 1.**

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

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

Instructions to Proponents

Please note that this Request for Proposals (RFP) consists of the following additional documents:

- Appendix 1: Inuit Content Factor Scoresheet.

Enquiries

All enquiries regarding this Request for Proposals (RFP) must be made in writing by email and addressed to:

Attn: Isabella Pain – Deputy Minister, Nunatsiavut Secretariat
Re: EMERGENCY RESPONSE PROGRAM DEVELOPMENT
Telephone: 709-922-2942
Mail: P.O. Box 70, Nain, NL A0P 1L0
Email: Isabella.pain@nunatsiavut.com

Such enquiries should be delivered on or before **August 23, 2023** so that questions and answers can be sent to all proponents as an addendum. Information given by word of mouth or to anyone other than Isabella Pain will not be valid or enforceable.

Addenda

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

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

Address for Submissions

To be considered, electronic copies of proposals should be sent to Isabella Pain – Deputy Minister, Nunatsiavut Secretariat at Isabella.pain@nunatsiavut.com with the subject line **PROPOSAL SUBMITTAL: EMERGENCY RESPONSE PROGRAM DEVELOPMENT**

Submission Deadline

Proposals must be received on or before 4:00 p.m. (ADT) on **September 4, 2023** (the “Closing Date”). **PROPOSALS RECEIVED AFTER THAT TIME WILL NOT BE CONSIDERED.**

Proposals must be submitted in English or Inuktitut. Proposals will be opened at the NG offices in Nain.

Acceptance of Proposal

Proposals will be considered to be open for acceptance by the NG for at least ninety (90) days following the Closing Date and the proponent may not withdraw their proposal during that time.

Once an award is made, the successful proponent will be held to its proposal as of the Closing Date even if the proponent later alleges a mistake was made in the proposal.

If a proponent discovers that it has made an error in its proposal, the proponent may (1) forward a correction notice to the Nunatsiavut Government at the address identified in this RFP or (2) withdraw its proposal, but the correction or withdrawal must be received before the Closing Date.

Before an award is made, if it appears that there is an error in a proposal, the Nunatsiavut Government may, in its sole discretion, communicate with the proponent to ascertain if the proponent wishes to honour the proposal or withdraw the proposal. If the proponent withdraws its proposal, the proposal will not be considered further.

At its sole discretion, the Nunatsiavut Government may not accept the lowest or any proposal.

General Conditions

Governing Law

The laws of the Province of Newfoundland and Labrador and Nunatsiavut govern this RFP and any subsequent contract that may arise as a result of this RFP.

Cost of Proposal

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

No Claim

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

result of participating in this RFP and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.

Proponent's Qualifications

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

Withdrawal

Proponents may withdraw their proposal at any time subject to the Acceptance of proposal requirements (90 days after closing).

No Binding Contract

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

Solicitation of NG Staff and Assembly Members

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

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

Confidentiality

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

Conflict of Interest

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

Modification of Terms

NG reserves the right to modify the terms of this RFP at any time in its sole discretion. This includes the right to cancel this RFP at any time prior to entering into a contract with the successful proponent.

Ownership of Proposals and Freedom of Information

All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG. All outcomes of this project will be made publicly available

on a public infrastructure planning webpage linked to the Nunatsiavut Government page. NG will be the owners of all materials, files, and documents developed during this project.

Release of Information

At proposal Opening:

Only the names of the proponents will be released.

After proposal Opening:

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

After contract is awarded:

All proponents will be advised of the NG's final decision regarding their respective proposals. On request, the NG will provide an unsuccessful proponent with the reasons that its proposal was not successful. No other information will be released.

Appendix 1- Inuit Content Scoresheet

Inuit Content Factor Calculation (section 17 Nunatsiavut Procurement Act)

<p>a) A maximum of 20 points related to the percentage of Inuit ownership of the supplier calculated as 0.5 points per 1% of Inuit participation in excess of 50% of the ownership and control of the supplier with 0 points being awarded to a supplier that is not at least 50% owned and controlled by Inuit or Inuit Businesses.</p>	/20
<p>b) A maximum of 10 points related to the physical location of the head office and operating offices of the supplier where 10 points is awarded to a supplier having both its head office and principal operating office in an Inuit Community and 6 points is awarded to a company having an operating or a head office in an Inuit Community and 4 points is awarded for a head office or operating office elsewhere in Labrador.</p>	/10
<p>c) A maximum of 10 points related to training for Inuit calculated as 0.1 point per 1% of all training money spent by the supplier on the training of Inuit.</p>	/10
<p>d) A maximum of 20 points related to the percentage of the supplier's employees who are Inuit calculated as 0.2 points per 1% of employees who are Inuit.</p>	/20
<p>e) A maximum of 10 points related to the proportion of wages paid to Inuit by the supplier calculated as 0.1 point per 1% of payroll paid to Inuit.</p>	/10
<p>f) a maximum of 10 points related to the percentage of goods and services purchased by the supplier from Inuit Businesses in relation to the procurement calculated as 0.1 point per 15 of the value of all purchases obtained from Inuit.</p>	/10
<p>g) A maximum of 10 points related to the commitment by the supplier to utilize Inuit Businesses as sub-contractors calculated as 0.1 point per 1% of the value of all sub-contracts awarded to Inuit Businesses.</p>	/10
<p>Total (out of possible 90)</p>	/90

