



## INVITATION FOR TENDERS

### 2024 Nunatsiavut Energy Efficiency Retrofit Program

### Natural Resources Canada Registered Service Organization for Energy Auditors

TENDERS MUST BE RECEIVED BY EMAIL **PRIOR TO 4:00 P.M.** (ATLANTIC TIME)  
("THE CLOSING DATE") ON **JUNE 17 2024** TO THE FOLLOWING:

Jamie Hewlett, Regional Energy Coordinator  
Email: [Jamie.hewlett@nunatsiavut.com](mailto:Jamie.hewlett@nunatsiavut.com)  
Telephone: 709-699-0041  
Fax: 709-947-3543

Mail: Nunatsiavut Government, P.O. Box 70, Nain, NL, A0P 1L0

#### **THIS TENDER IS SUBMITTED BY:**

NAME OF BIDDER: \_\_\_\_\_

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

PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

NAME OF AUTHORIZED REPRESENTATIVE (PLEASE PRINT):

\_\_\_\_\_

### **Checklist for Bidders:**

1. Read all the terms and conditions.
2. This Invitation for Tenders contains the following Schedules:
  - Schedule A: Services
  - Schedule B: Evaluation Criteria for Tenders
  - Schedule C: Fees and Expenses
  - Schedule D: Insurance
  - Schedule E: Inuit Content Factor Calculation
3. Complete the following pages that make up your tender (the “Tender”):
  - A signed front cover page of this Invitation for Tenders;
  - A signed acknowledgement of review of Schedules A, B and D; and
  - A completed Schedule C.
  - A completed Schedule E.

### **Instructions for Bidders:**

1. Submit the Tender before the Closing Date and time set out on the front cover page of this Invitation for Tender.
2. Send the Tender by **email** to Jamie Hewlett as provided above.
3. Late Tenders will not be considered or evaluated.
4. Bidders must submit a Tender that complies with the instructions provided in the “Checklist for Bidders” found above.
5. Tenders will remain valid for 30 days from the Closing Date of this Invitation for Tenders, despite anything to the contrary on a Tender bid.
6. Tenders must be submitted in English or Inuktitut.
7. By submitting a Tender, the bidder is deemed to have agreed to the Terms and Conditions of this Invitation for Tenders, and if selected as the successful bidder, agrees to supply the services listed at the prices tendered in the submitted Tender and on the terms and conditions of a formal written contract that will be prepared between the parties.
8. Once an award is made, the successful bidder will be held to its Tender as of the Closing Date even if the bidder later alleges a mistake was made in the Tender.
9. If a bidder discovers that it has made an error in its Tender, the bidder may (1) forward a correction notice to the Nunatsiavut Government at the location identified on the front cover page of this Invitation for Tenders or (2) withdraw its Tender, but the correction or withdrawal must be received before the Closing Date and time.

10. Before an award is made, if it appears that an error has been made in a Tender, the Nunatsiavut Government may, in its sole discretion, communicate with the bidder to ascertain if the bidder wishes to honour the Tender or withdraw the Tender. If the bidder withdraws its Tender, the Tender will not be considered further.
11. All inquiries related to this Invitation for Tenders are to be directed to the Nunatsiavut Government no later than June 3 2024, to the contact person noted on the front cover page of this Invitation for Tenders. Information obtained from any other source is not official and may be inaccurate.
12. 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 Invitation for Tenders. Any addenda issued to this Invitation for Tenders will be posted on the NG website at [www.nunatsiavut.com](http://www.nunatsiavut.com). It is the responsibility of the bidders to ensure that it has received any addenda issued prior to the Closing Date. Upon submitting a Tender, a bidder will be deemed to have received notice of all addenda that have been issued.
13. Tenders will be opened at the NG office in Nain.

**Invitation for Tender Terms and Conditions:**

1. The NG reserves the right to award this order in part or in full, on the basis of Tenders received unless a bidder specifies that its Tender is valid only for the complete order.
2. The NG reserves the right to accept or reject any or all Tenders received in response to this Invitation for Tenders. The NG reserves the right to conduct personal interviews with selected bidders and contact the references provided.
3. The NG may not accept the lowest or any Tender.
4. The NG will evaluate Tender's on the principle of value for money, which includes an evaluation of Inuit content and application of the Inuit content factor.
5. Bidders must comply with all applicable laws.
6. In submitting a Tender, bidders represent and warrant to the NG that they are licensed and qualified to undertake construction work in the Province of Newfoundland and Labrador and are able to complete the services required in a professional manner.
7. The laws of the Province of Newfoundland and Labrador and Nunatsiavut govern this Invitation for Tenders and any subsequent contract that may arise as a result of this Invitation for Tenders.
8. Bidders are solely responsible for their own expenses, if any, in preparing and submitting a Tender and, if successful, in finalizing a contract. In submitting a Tender, bidders agree that they have no claim of any sort for any expense occurred in preparing a Tender in the event the Nunatsiavut Government does not accept the Tender or does not accept any Tender.
9. The NG will not be liable to any bidders for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the bidders in preparing and submitting a Tender, or participating in negotiations for a contract, or other activity related to or

arising out of this Invitation for Tenders. Except as expressly and specifically permitted in this Invitation for Tenders, no bidders shall have any claim for any compensation of any kind whatsoever as a result of participating in this Invitation for Tenders and by submitting a Tender each bidder shall be deemed to have agreed that it has no claim.

10. The NG may, after reviewing the Tenders received, enter into discussions with one or more of the bidders, without such discussion in any way creating a binding contract between the NG and any bidder. There will be no binding agreement between any bidder and the NG until a formal contract with negotiated terms has been signed by both the NG and a bidder.
11. Prior to the Closing Date, bidders should not establish contact with employees or agents of the NG (including the Nunatsiavut Assembly) regarding this Invitation for Tenders, other than the representative(s) identified, without that representative's permission. Failure to abide by this requirement could be grounds for rejection of the bidder's Tender.
12. Any information acquired about the NG by a bidder during this process must not be disclosed unless authorized by the NG, and this obligation survives the termination of the Invitation for Tenders process.
13. By submitting a Tender, the bidder 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.
14. NG reserves the right to modify the terms of this Invitation for Tenders at any time in its sole discretion. This includes the right to cancel this Invitation for Tenders at any time prior to entering into a contract with the successful bidder.
15. All documents submitted to the NG will become the property of the NG. They will be received and held in confidence by the NG.
16. While Invitation for Tender is open, the names of individuals or companies who have picked up the Tender will not be released. At the Tender opening, only the names of the bidders will be released. After the Tender opening, no further information will be released until after the contract is awarded. After contract is awarded, all bidders will be advised of the NG's final decision regarding its Tender. On request, the NG will provide an unsuccessful bidder with the reasons that its Tender was not successful. No other information will be released.

## Schedule A – Services

### **PART 1 TERM:**

The term for the provision of work commences between May 2024 and August 2024.

### **PART 2 PROJECT OVERVIEW:**

The Nunatsiavut Government has developed the Nunatsiavut Energy Efficiency Retrofit (NEER) Program. The intention is to provide energy efficiency initiatives within Nunatsiavut with the goal to deliver the largest Green House Gas (GHG) emission reduction possible. As Nunatsiavut community energy consumption is linked to energy consumption from Newfoundland and Labrador Hydro's diesel generation, energy efficiency programs have been aimed to reduce the demand on the overarching electrical system. Although previous programs have been aimed at only the electrically heated homes, the NEER Program strives to be an inclusive program that allows all homes and businesses in the Nunatsiavut Communities to benefit from energy efficient improvements.

The NEER Program would be offered to Beneficiaries of the *Labrador Inuit Land Claims Agreement* and Inuit owned businesses within the five Nunatsiavut communities of Rigolet, Makkovik, Nain, Hopedale and Postville, regardless of the primary heating types within the building. To qualify for retrofit funding within the program, they must undergo a professional energy audit by a Registered Energy Advisor (REA) for residential homes and a Certified Energy Auditor (CEA) for commercial buildings. These energy audits will all create individualized reports to determine the most appropriate energy efficient upgrades for each of the buildings.

The Review Committee (the "Committee") and the Nunatsiavut Government's retained consultant, CLEAResult, will review the results of the energy audits and determine which of the applicants meet the criteria to receive a grant for upgrades. Once selected, the Committee and CLEAResult will discuss with the representative or homeowner to determine which upgrades are to be pursued. After the completion of upgrades on the residential buildings, the energy advisor will be required to return to the communities to complete a post-retrofit energy audit to confirm the energy savings.

### **PART 2 SERVICES:**

The Nunatsiavut Government is seeking an NRCan registered EA organization to complete 70 to 100 residential EnerGuide Audits (D+E) throughout the five Nunatsiavut Communities. In addition, the NG is looking for an organization that has the ability to complete 10 to 15 Commercial Energy Audits across the 5 Nunatsiavut Communities. The Organization may bid for the residential, commercial or both aspects of the program and should clearly indicate in their tender which aspects of the program they are bidding on.

Services Required:

Component 1:

Certified REA(s) to conduct assessments on 70 to 100 homes to develop individual scopes of work for Residential Homes. Scope of Assessment below:

- A pre-retrofit ENERGuide Audit will be required where the energy advisor will conduct an assessment of the entirety of the home, collecting the square footage, heated floor area, insulation

levels, heating system analysis, air tightness, etc. A full report required to be generated to indicate all appropriate upgrades to be completed on the home.

- A post-retrofit ENERGuide Audit to follow same format as pre-retrofit assessment will be required. Post-Retrofit report will indicate the energy savings as a result of the upgrades completed.

Component 2:

Certified CEA(s) to conduct Commercial Audits on 10 to 15 Businesses. Scope of Assessment below:

- o ASHRAE Level 1 audit.
- o Full to report to indicate all appropriate upgrades to be completed on the business to increase energy efficiency and reduce energy costs and GHG emissions.

Other items:

1. Additional information provided on request.
2. NG to organize the residential homes and commercial buildings chosen to participate in audits prior to EA Organization arrival in the communities.
  - a. For the purposes of quotations requirements assume the following breakdown of assessments per community:
    - i. Residential: 30 Nain, 30 Hopedale, 20 Makkovik, 10 Postville, 10 Rigolet
    - ii. Commercial: 4 Nain, 4 Hopedale, 4 Makkovik, 1 Postville, 2 Rigolet
3. EA Organization to bring/arrange all necessary tools and equipment to complete the work in each community. Bulkier items such as ladders that cannot be easily transported by plane can be arranged with the assistance of NG in each community, if needed.
4. NG can assist with arranging storage for parts and equipment in each community as required.
5. EA Organization to arrange own transportation within each community.
6. NG to work with EA Organization to build installation schedule and arrange travel to each community.
7. NG will coordinate the follow-up with the commercial buildings to conduct a “post” upgrade evaluation.

### **Acknowledgement**

In submitting this Tender I, \_\_\_\_\_ (please print) acknowledge review of this Schedule A – Services.

\_\_\_\_\_  
Signature

## **Schedule B- Evaluation Criteria for Tenders**

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

- a) completeness, thoroughness and relevance of the Tender submitted in response to this Invitation for Tenders;
- b) relevant experience of the firm;
- c) relevant experience and knowledge of key personnel;
- d) references, including the contact information of former clients;
- e) schedule of rates and fees;
- f) Inuit Content as outlined in the Nunatsiavut Government's *Procurement Act*; and
- g) other criteria as may be applicable.

The NG reserves the right to discuss any and/or all Tenders, and to request additional information from the bidder(s).

It is the responsibility of all bidders to provide information as to whether the bidder has Labrador Inuit Content as defined in section 17 of the Nunatsiavut's *Procurement Act*. The *Procurement Act* will be used to determine the Inuit Content Factor of the submissions and the weighting of the points assigned in this category. An evaluation rubric determining the Inuit Content Factor is provided for hereto in Schedule E

Please be advised that the NG may not accept the lowest or any tender and reserves the right to terminate this invitation for tender at any time. Further, this tender shall be evaluation on the principle of value for money, which includes an evaluation of Inuit content and application of the Inuit Content Factor.

### **Tender Content**

#### Table of Contents

Tenders should include a table of contents properly indicating the section and page numbers of the information included.

#### Executive Summary

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

#### Background Information

Provide general information on the bidder, including a brief history of the firm and the number of years in business. The Tender should include resumes, relevant project experience, availability, current workload and office location of all key personnel.

#### Project Experience

Project experience should include a comprehensive list of relevant Project of key personnel, including links to any publicly available examples where possible.

#### Organizational Chart

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

#### References

The bidder should include references related to relevant work experience.

#### Fees and Expenses

The bidder shall describe how professional fees will be calculated, based on level of effort, for each of the tasks as seen in Schedule C. This summary should include any services not itemized, but deemed necessary by the bidder.

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

#### Other Benefits

The bidder should describe any other services or benefits the NG may realize through these services.

### **Acknowledgement**

In submitting this Tender I, \_\_\_\_\_ (please print) acknowledge review of this Schedule B- Evaluation Criteria for Invitation for Tenders.

\_\_\_\_\_  
Signature



**Schedule C – Fees and Expenses**

Complete and submit this Schedule C, clearly identifying the price(s) proposed for the Services in Schedule A.

1. Labour cost per Residential Audits (D+E), including report generation for each audits.	
2. Labour Cost per Commercial Audit, including report generation	
3. Additional Costs (please specify): Ex: Contingency for any changes, possible materials needed when modifying the building envelope, Provisions for down days	
<b>Total price of Bid:</b>	

## **Schedule D – Insurance**

1. The successful bidder must, without limiting the bidder's obligations or liabilities and at the bidder's own expense, purchase and maintain throughout the term of the contract the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Nunatsiavut Government:
  - (a) Commercial General Liability in an amount not less than \$500,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the NG as an additional insured,
    - (ii) be endorsed to provide the NG with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Nunatsiavut Government.
3.
  - (a) The successful bidder must provide the Nunatsiavut Government with evidence of all required insurance within 10 Business Days of the commencement of the Services;
  - (b) if any required insurance policy expires before the end of the Term, the bidder must provide to the Nunatsiavut Government within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance.; and
  - (c) despite paragraph (a) or (b) above, if requested by the NG at any time, the bidder must provide to the Nunatsiavut Government certified copies of the required insurance policies.
4. The successful bidder must obtain, maintain and pay for any additional insurance which the bidder is required by law to carry, or which the bidder considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the bidder's sole discretion. The successful bidder must also provide proof of coverage for its full liability under the worker's compensation laws of the Province of Newfoundland and Labrador.

## **Acknowledgement**

In submitting this Tender I, \_\_\_\_\_ (please print) acknowledge review of this Schedule D – Insurance.

\_\_\_\_\_  
Signature

**Schedule E - Inuit Content Factor Calculation**  
**Excerpted from the *Procurement Act*, CIL P-1 31-12-2012:**  
**Determination of Inuit Content Factor 17**

**Scoresheet**

*Using the scoring formula under the Procurement Act, provide the following information (use additional pages if more space is required.)*

<b>Question</b>	<b>Answer</b>	<b>Score</b>
(a) What is the percentage of Inuit ownership and control of the company?		
(b) What is the location of the head office and any operating office(s) of the company?		
(c) Does the company plan to train Beneficiaries in/for this project and if so what is the monetary amount to be spent on training Beneficiaries?		
(d) What percentage of the supplier's employees are Beneficiaries?		
(e) What proportion of all wages paid by the company for this project will be paid to employees who are Beneficiaries?		
(f) What proportion of all goods and services purchased by the company for this project will be purchased from Inuit Businesses?		
(g) What is the value (in dollars) of the total amount of sub-contracts that will be awarded to Inuit Businesses?		
<b>Total Score</b>		