



NUNATSIAVUT

kavamanga Government

REQUEST FOR PROPOSAL

Consulting Support: Professional Planning/Project Management Services

Date of Issue: 9/20/2024

Closing Time: 10/11/2024

NG Project Number: NGSUP-AL-24001

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 Overview

The Nunatsiavut Government (NG) is seeking proposals from qualified and experienced professionals to provide ongoing planning and project management services for a series of NG infrastructure growth projects. The purpose of this Request for Proposals (“RFP”) is to solicit bids for an individual or firm to serve as the Technical Consultant to provide technical expertise in planning and project management for Nunatsiavut Growth Strategic Projects. The successful proponent will support the NG Infrastructure Division in executing key projects that align with Nunatsiavut’s strategic infrastructure growth goals over the next two years.

This RFP is intended to have streamlined and efficient communication of candidate qualifications for the role, with a focus on concise proposals rather than lengthy responses, in alignment with Nunatsiavut’s goals.

Scope of Work

The consultant will support and manage the following projects:

1. Nunatsiavut Infrastructure Growth and Housing Strategy (Project Management)

- **Current Status:** The project is approximately 25% complete, with an estimated 1.5 years remaining until full completion.
- **Consultation Requirements:**
 - Conduct two consultation sessions across two communities. Each session will require two weeks of engagement, including travel between Nunatsiavut communities and Goose Bay.
 - Schedule one trip to Montreal to collaborate with the project team and an additional two trips to Makkovik for meetings with local representatives.

2. Economic Development Strategy of the Construction Sector (Project Management)

- **Current Status:** This project is in its final stages, approximately 90% complete. The final report and population growth projections must be finalized by June 2025.
- **Travel Requirements:**
 - Plan one trip to Halifax for team meetings.
 - Conduct two trips to Nunatsiavut to present the final strategy to key decision-makers in the Nunatsiavut Government.

3. LiDAR Information Gathering Project / Aerial Photography Collection (Project Management)

- **Current Status:** This project has just commenced and requires comprehensive oversight throughout its lifecycle.
- **Travel Requirements:**
 - Plan two trips to Nain, each lasting two nights, to coordinate project activities and ensure compliance with the RFP requirements.

4. Nunatsiavut Fire Breaks (Scoping and Project Oversight)

- **Current Status:** This project is in the initial planning phase and has not yet started.
- **Scope of Work:**
 - Develop a project scope, draft the RFP, and manage the overall project execution.
 - Conduct consultations and site visits to gather necessary input from community members.
- **Consultation Requirements:**
 - Facilitate two consultation sessions in each community over a two-week period, incorporating a weekend break in Goose Bay for logistical efficiency.

5. Nunatsiavut Repository Feasibility Study and Detailed Design (Project Management)

- **Current Status:** The feasibility study is nearing completion, requiring support for the next stages.
- **Scope of Work:**
 - Assist in overseeing a financial advisory consultant tasked with securing funding for subsequent phases.
 - Conduct community consultations across all Nunatsiavut communities regarding the findings of the feasibility study.
 - Prepare a comprehensive presentation for the Nunatsiavut Executive Council to advocate for advancing to detailed design.
 - Scope next phases of the project and draft the corresponding RFP.

Additional Responsibilities

- Collaborate with the Nunatsiavut Government to scope and draft RFPs for other infrastructure-related projects.
- Provide strategic guidance based on outcomes from the infrastructure growth initiatives.
- Draft briefing notes, project scopes, and RFPs to support Nunatsiavut's infrastructure development goals.
- Mentor and support Nunatsiavut Governments Infrastructure Planning Coordinator as needed.
- Review and provide constructive feedback on draft final reports to ensure alignment with planning and growth objectives outlined in Nunatsiavut's strategic plan.
- Conduct community consultations with a focus on cultural sensitivity, ensuring respect for local customs and traditions.
- Maintain regular availability for travel to Nunatsiavut communities, with travel costs reimbursed at cost and according to Nunatsiavut Government per diem rates.
- Collaborate with external consultants to ensure project alignment with Nunatsiavut's cultural values and strategic objectives.
- Hold weekly update meetings with the Nunatsiavut Government project representative to track progress and address any challenges.
- Provide a final update report containing recommendations for next steps in implementing the Growth and Housing Strategy.
- Submit bi-monthly project update briefs to track project progression and report significant milestones.
- In December 2024 and December 2025, deliver comprehensive project status reports, including summaries and financial updates for all listed projects.

Contract Duration & Hours

- The contract will be for a period of two years, with the possibility of extension in accordance with Section 24 of the Nunatsiavut Government Procurement Act.
- Services will be capped at 20 hours per week, with the possibility of adjustments based on project progression and monthly evaluations. The total approved hours for the project will be 1,040 per year, amounting to 2,080 hours over the two-year duration. The consultant is responsible for managing these hours to ensure they are appropriately allocated throughout the contract term.
- The successful Proponent must notify the Nunatsiavut Government when 75% (1,560 hours) of the total hours have been utilized. At that point, the Nunatsiavut Government will assess the situation and determine the best course of action. The consultant is also required to monitor and adjust hours as needed to ensure they are being used effectively and efficiently. If more than 20 hours are needed in a week, approval must be obtained from the NG project representative. The consultant should propose a solution, outlining potential weeks where hours can be reduced to maintain balance over the contract duration.
- Clearly identify any hourly adjustments made throughout the two-year contract period on monthly submitted invoices. Invoices will be required to have a statement of account showing

contract progression and with paid and outstanding invoices. Travel costs are to be identified separately on submitted invoices.

Minimum Qualifications & Experience

- Minimum of **10 years' experience** in planning and policy development, specifically in Nunatsiavut or Inuit regions.
- Project team or individual must hold a **professional planning designation**.
- Experience with building development and designs in Nunatsiavut.
- Willingness and ability to travel regularly to all Nunatsiavut communities.
- Experience working in remote and northern Indigenous communities is preferred, specifically Nunatsiavut.

Requirements of Submission

Specific requirements outlined below 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. The following format and sequence be followed to provide consistency in Proponent response and to ensure each proposal receives full consideration. Note: Item 7 is mandatory for inclusion in all proposals.

1. **Introduction:** Maximum one-page introduction to the individual or team that will be providing the services and their approach to supporting the Nunatsiavut Government with its Infrastructure Future goals.
2. **Hourly Rate:** Provide a clear breakdown of your proposed hourly rates.
3. **Travel Expenses:** Travel requirements are detailed in the scope of work and should be estimated based on the information provided. An important aspect of the RFP evaluation will be assessing whether interested proponents comprehend the unique travel dynamics in Nunatsiavut, including effectively scheduling consultations to minimize fatigue and manage travel costs.
4. **Resume:** A detailed resume outlining education, qualifications, and relevant experience.
5. **Experience and Project Portfolio:** Outline previous work in Nunatsiavut, including any relevant infrastructure planning and project management experience. Please provide 2 references pertaining to past projects and work in Nunatsiavut.

6. **Inuit Content and Commitment to Cultural Sensitivity:** Describe your commitment to Inuit content and cultural sensitivity in project execution, including any Inuit partnerships or involvement of beneficiaries to help support the project. Inuit content Factor will be calculated using the Inuit content scoring sheet outlined in the Nunatsiavut Government *Procurement Act*. The Proponent is required to fill out and provide a copy of the Inuit Content Factor scoring sheet. This will be recalculated and reviewed by the project team to ensure accuracy and to determine if there is a preferred supplier.

7. **Mandatory Attachments to be Submitted with Proposal**

Appendix A: Signed acknowledgement of the Insurance requirements

Appendix B: Inuit Content Form

Evaluation Criteria for Proposals

The following scoring will be utilized to determine value for money for the Nunatsiavut Government when reviewing the informal RFPs.

- **Experience (40%)**
 - Demonstrated experience in planning, policy development, and architectural oversight within Nunatsiavut or similar environments.
- **Qualifications (20%)**
 - Professional planning designation and relevant credentials.
- **Cultural Sensitivity (20%)**
 - Commitment to Inuit content and cultural sensitivity in project execution.
- **Hourly Rate and Travel Costs (20%)**
 - Competitive and reasonable pricing for professional services.

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 2.**

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 documents:

- Schedule A: Insurance Requirements
- Appendix 1: Procurement Act;
- Appendix 2: Inuit Content Factor Scoresheet.

Enquiries

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

Attn: Colin Gilbride- Director of Infrastructure

Re: Consulting Support RFP: Professional Planning/Project Management Services (NGSUP-AL-24001)

Telephone: 709-923-2007

Mail: P.O. Box 92, Makkovik, NL A0P 1J0

Email: colin.gilbride@nunatsiavut.com (cc infra.ngprocurement@nuantsiavut.com)

Such enquiries should be delivered on or before **October 4, 2024 at 4:00pm (ADT)** so that questions and answers can be sent to all proponents as an addendum. Information given by word of mouth will not be valid or enforceable.

Addenda

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

Any addenda issued to this RFP will be posted on the NG website at www.nunatsiavut.com, as well as on merx. 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 submitted through the Project MERX solicitation advertisement and/or sent to Colin Gilbride – Director of Infrastructure at colin.gilbride@nunatsiavut.com (cc infra.ngprocurement@nunantsiavut.com) with the subject line **PROPOSAL SUBMITTAL: Consulting Support RFP: Professional Planning/Project Management Services (NGSUP-AL-24001)**

Submission Deadline

Proposals must be received on or before 4:00 p.m. (ADT) on **October 11, 2024** (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 Makkovik.

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.

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 the 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, models, files, and documents developed during this project. Upon final completion, all information and project files (including GIS, excel files, and working files) will be packaged by the consultant and transferred to NG at project closeout.

Release of Information

At proposal Opening:

Only the names of the bidders 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.

Schedule A

The successful proponent must, without limiting the proponent's obligations or liabilities and at the proponent'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 \$1,000,000.00 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 Nunatsiavut Government as an additional insured,
 - (ii) be endorsed to provide the Nunatsiavut Government 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 proponent 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 proponent 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 proponent must provide to the Nunatsiavut Government certified copies of the required insurance policies.
4. The successful proponent must obtain, maintain and pay for any additional insurance which the proponent is required by law to carry, or which the proponent considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the proponent's sole discretion. The successful proponent 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 proposal I, _____ (please print) acknowledge review of this Schedule A – Insurance.

Signature

Appendix 1- Nunatsiavut Procurement Act

Will be attached to this document and can also be found on the Nunatsiavut Government website at:

<https://www.nunatsiavut.com/government/government-legislation/>

By searching: ***IL 2011-04 Procurement Act***

Appendix 2- Inuit Content Scoresheet

Inuit Content Factor Calculation (section 17 Nunatsiavut Procurement Act)

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.	/20
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.	/10
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.	/10
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.	/20
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.	/10
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.	/10
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.	/10
Total (out of possible 90)	/90