

**TENDER FORM  
NNI POLICY FORMS**

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**\*\*Beneficiary of the Nunavut Land Claim Agreement**

**TENDER FORM  
NNI POLICY FORMS**

**4. Employee Verification and Consent Form**

**TO: CITY OF IQALUIT**

My full name is \_\_\_\_\_  
(Print or Type)

My permanent home address is \_\_\_\_\_  
(mailing and physical address)  
\_\_\_\_\_

I am employed by \_\_\_\_\_

On \_\_\_\_\_  
(Name or Description of Project)

I have lived in Nunavut for at least the past 12 months and in \_\_\_\_\_

\_\_\_\_\_ For at least the past 6 months.  
(Community)

**AND TO WHOM IT MAY CONCERN**

I hereby authorize any Federal, Provincial or Territorial government department or agency to release particulars and/or a copy of my Nunavut Health Care Card, Nunavut Driver's License, Nunavut Motor Vehicle Registration, Nunavut General Hunting License, and Nunavut Tungavik Inc. (NTI) to release my Beneficiary number or card, or any other documentation which the City of Iqaluit may deem helpful or necessary in verifying my place of residence or Beneficiary status.

\_\_\_\_\_  
(Witness) (Employee Signature)

Signed \_\_\_\_\_, \_\_\_\_\_  
(Date) (Year)

**TENDER FORM  
NNI POLICY FORMS**

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**5. Bid Adjustment Information**

- This Contract shall be awarded to the Tenderer who has submitted a Tender that, after the application of any tender adjustment permitted under the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy, is lower than that submitted by any other Tenderer. Tender and Contract requirements have been developed to comply with the letter and the spirit and intent of the NNI Policy.
- If and when requested by the City, the Tenderer shall, prior to award, provide the City with any and all clarifications, substantiations or further explanation about the proposals made by the Tenderer in respect to Local, Nunavut, Inuit and other content contained in their Tender and reflected on Appendices "J-1" and "J-2".
- Tenderers are required to identify the dollar value of own forces as well as to name ALL subcontractors/suppliers and to identify their dollar value.
- Amendments affecting the Tender price shall require the Tenderer to also amend Appendix "J-1" to reflect the change; prior to the Phase I tender closing.
- Dollar value of own forces/Subcontractors noted in Appendix "J-1" shall include all amounts listed in Appendix "J-2" (i.e., payroll, transportation, equipment, etc.) for the Tenderer and all subcontractors. J-2 amounts that exceed the J-1 amounts will not be considered for bid adjustment.
- Dollar value(s) for payroll on Appendix "J-2" shall include all payroll costs for all divisions of work identified as own forces.
- An approved Nunavut Business or Inuit Firm will only receive bid adjustments for subcontractors, suppliers, payroll, and other bid components for those parts of bid that are Own Forces, or that are subcontracted to approved Nunavut businesses and/or Inuit firms, or for payroll to Inuit or Nunavut Residents. Bid adjustments will not be given for those portions of the bid that are not Nunavut or Inuit content. The definition of "Nunavut Business", "Inuit Firm", "Inuit" and "Nunavut Resident" are to be those definitions in the NNI Policy Definitions Appendix.
- Any business that is not an approved Nunavut Business, two weeks prior to tender closing, or is not an approved Inuit Firm prior to tender close, will not receive a bid adjustment for their portion of the bid, with the exception of the Inuit and/or Nunavut Payroll components, and amounts listed on Appendix J-1 as subcontracted to Nunavut and/or Inuit firms approved by the foregoing deadlines. Payroll to Inuit and Payroll to Nunavut Residents, need not be supplied by an Inuit Firm or a Nunavut Business to receive a bid adjustment.
- A Tenderer that is not a Nunavut Business or an Inuit Firm will only receive bid adjustments for Inuit and/or Nunavut Payroll amounts, and for amounts identified on Appendix J-1 as going to approved Nunavut Businesses and/or Inuit Firms. A completed Appendix J-2 for each named Nunavut Business and/or Inuit firm listed on Appendix J-1 must be submitted by the Contractor for the Nunavut and/or Inuit subcontractor or supplier amounts to be eligible for bid adjustment.
- For companies listed as suppliers of materials, to receive the Nunavut bid adjustment, the company listed must be specifically approved by the City for supply of the applicable type of materials 2 weeks prior to the Tender closing.

**TENDER FORM**  
**NNI POLICY FORMS**

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- To be eligible for an extra adjustment for "Local", the bid amount must first be eligible for an adjustment as a Nunavut business, or an Inuit firm.

**TENDER FORM**  
**GENERAL CONTRACTORS & SUB-CONTRACTORS DOLLAR AMOUNT**

**APPENDIX J-1**  
**GENERAL CONTRACTORS & SUB-CONTRACTORS DOLLAR AMOUNT**

Tenderers are required to identify the dollar value of own forces as well as ALL Sub-Contractors that will be involved in the completion of the Project. The Appendix MUST be submitted no later than the time and date set for Phase I of the Tender closing. If this Appendix is not submitted or is incomplete the Tenderer may be disqualified. By signing this Tender, the Tenderer is certifying that the information on this Appendix is correct. Changes to this information will not be accepted after Phase I of the Tender closing. The City reserves the right to ask the Tenderer for substantiation of information provided.

<b>General Contractor: (Full Business Name)</b>	<b>Own Forces Amount: (\$)</b>
	\$
<b>Sub-Contractors: (Full Business Name)</b>	<b>Sub-Contract Amount: (\$)</b>
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11.	\$
12.	\$
13.	\$
14.	\$
15.	\$
<b>Other(s)</b>	<b>Amount: (\$)</b>
16.	\$
17.	\$
18.	\$
19.	\$
20.	\$
<b>TOTAL</b>	\$

**TENDER FORM  
SUBSTANTIATION OF BID ADJUSTMENT**

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**APPENDIX J-2  
SUBSTANTIATION OF BID ADJUSTMENT**

[attached]

**TENDER FORM**  
**CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT**

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**APPENDIX K**  
**CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT**

**1.0 General**

This Contract pertains to work in Nunavut and contains provisions regarding minimum prescribed levels of Inuit Labour that must be met or exceeded in the performance of the Work. The requirements set out in this Appendix K to meet minimum prescribed levels of Inuit Labour is a fundamental term of the Contract. The minimum prescribed level of Inuit Labour shall be complied with.

If the amount of Inuit Labour identified by the Tenderer on Appendix "J-2" of the Tender is less than the Tender requirements, this would result in an obvious qualification to the Tender submission by the Tenderer that would ordinarily cause the Tender to be considered non-responsive.

For an Inuit Labour level achieved which differs from the level prescribed, a bonus or penalty will be assessed in accordance with the NNI Policy, specifically Articles 12.3 and 12.4 of the Policy. A bonus would be for exceeding the minimum prescribed Inuit Labour level, and a penalty would be for not meeting the minimum prescribed Inuit Labour level.

"Inuit Labour" and "Inuit Goods and Services" identified on the Tender Documents shall receive a bid adjustment in accordance with the NNI Policy and the adjustment percentages indicated on Appendix J-2 forms. "Inuit Goods and Services" means "Inuit Content" as defined in the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy definition appendix; the NNI Policy is attached to the Tender Documents.

Damages as described in GC 13.4 may apply if the Inuit Labour and/or Inuit Goods and Services proposed by the Contractor on the Tender Appendix J-2 forms are not met. In addition, if the minimum prescribed levels of Inuit Labour identified on page 4 of this Appendix (page 25 of the Tender Form) are not met, then for future tenders where there are similar prescribed minimum levels for Inuit Labour, the Contractor may be deemed "not responsible" (as defined in the Government Contract Regulations.)

**2.0 Definitions**

.1 "Inuit (singular Inuk)" means a person described in Article 1.1.1 of the Nunavut Land Claims Agreement (NLCA) and who has enrolled himself or herself on the Inuit Enrolment List under Article 35 of the NLCA.

.2 "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is,

- .1 a limited company with at least 51% of the company's voting shares beneficially owned by Inuit, or
- .2 a cooperative controlled by Inuit, or
- .3 an Inuk sole proprietorship or partnership; and
- .4 is included on Nunavut Tunngavik Inc. (NTI)'s Inuit Firms Registry.

**.3 "Labour"**

For the purpose of this Contract and specifically Appendix K, "Labour" means the Labour (including Inuit labour) used on the job in any capacity and including, for example, tradespeople, administrative staff and professional staff whether in a head office or in a site office and attributable to this project. "Inuit Labour" refers to the status of employees and may be directly provided by the general contractor or indirectly through a sub contractor, and is not necessarily through an Inuit Firm.

**TENDER FORM**  
**CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT**

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**.4 "Goods and Services"**

For the purpose of this contract and specifically Appendix K, "Goods and Services" means the entire dollar value of the Work including Labour. For further clarification "Inuit Goods and Services" includes all labour of Inuit firms attributable to and paid from the Contract. "Inuit Goods and Services" are to have the same meaning as the term "Inuit Content" used in the General Conditions of the Construction Contract.

**.5 "Inuit Content"**

"Inuit Content" is defined as the dollar value of the goods and services required by the Contract supplied by any Inuit Firm or Inuit sole proprietorship and Inuit Labour. Inuit Content may include:

- .1 Goods and services supplied by an Inuit Firm or Inuit supplier acting as the General Contractor and are referred to as "own forces";
- .2 Goods and services supplied by an Inuit Firm or Inuit supplier so long as these goods and services are required for the completion of the Contract and are paid for by the Contract; or
- .3 Inuit labour by an Inuit Firm or a non-Inuit Firm.

**3.0 Requirements**

.1 The Contractor shall maximize the value of Inuit Labour and Inuit Goods and Services and shall meet or exceed the Inuit Labour minimum level identified in this Appendix when tendering. In the performance of the Work, the Contractor shall meet or exceed the amounts tendered on Appendix J-2.

.2 The Contractors shall submit records on a monthly basis, or as specified, indicating the amount of Inuit Labour and Inuit Goods and Services used. No payment shall be due or payable to the Contractor if the Contractor fails to supply these reports to the City.

**4.0 FAILURE TO ACHIEVE INUIT CONTENT REQUIREMENTS**

In addition to the bonus or penalty prescribed by the Nunavummi Nangminiaqtunik Ikajuuti (NNI) Policy for exceeding or not meeting the minimum prescribed Inuit Labour level set out on page 4 of this Appendix K (page 25 of the Tender Form); the following damages may apply for not meeting Inuit Labour and /or Inuit Goods and Services requirements:

.1 There is a requirement to provide no less than the levels of Inuit Labour and Inuit Goods and Services tendered by the Contractor on Appendix J-2 of the Tender. Failure to meet this requirement by achieving the levels tendered may result in the City applying damages described in the contract General Condition GC 13.4.

.2 Additionally, if the Contractor fails to meet the prescribed minimum Inuit Labour set out on page 4 of this Appendix K (page 25 of the Tender Form), then for future tenders where there are similar prescribed minimum levels for Inuit Labour the City may deem the Contractor to be "not responsible" (as defined in the Government Contract Regulations).

.3 The City may terminate this contract prior to Final Completion if the Contractor has not demonstrated compliance with the requirement to attain the prescribed minimum levels of Inuit Labour set out on page 4 of this Appendix K (page 25 of the Tender Form).

**5.0 INDEMNIFICATION**

.1 The Contractor shall indemnify the City against any claim brought by any person because of any failure by the Contractor to achieve the prescribed levels of Inuit Labour prescribed by this contract.



**TENDER FORM**  
**CONTRACTOR'S OBLIGATION TO PROVIDE INUIT CONTENT**

**6.0 WAIVER OF INUIT CONTENT REQUIREMENTS**

.1 The prescribed level of Inuit Labour shall only be reduced when sufficient Inuit Labour is not available and the Contractor has requested and received prior approval by the City in writing to reduce the prescribed levels.

<b>Inuit Labour</b>					
<p>It is a fundamental term of this contract that the contractor shall maximize the value of Inuit labour used to perform the Work. Therefore the City has set a minimum percent by dollar value for the use of Inuit labour. The Inuit labour content may be provided by the general contractor or any subcontractor and may include professional or administrative staff or skilled or unskilled trades people, and not necessarily through an Inuit Firm. The minimum may only be reduced where sufficient Inuit labour is not available and the approval of the City has been obtained in writing.</p>					
<p>For the purposes of this Contract the City has prescribed that the following minimum percent of the total labour for this job by dollar value shall be provided by Inuit workers.</p>	<table style="width: 100%; border: none;"><tr><td style="text-align: center; border-bottom: 1px solid black; width: 100px;">0</td><td style="text-align: center; width: 20px;">%</td></tr><tr><td colspan="2"><b>Prescribed minimum level of Inuit labour as a percent of total labour by dollar value.</b></td></tr></table>	0	%	<b>Prescribed minimum level of Inuit labour as a percent of total labour by dollar value.</b>	
0	%				
<b>Prescribed minimum level of Inuit labour as a percent of total labour by dollar value.</b>					
<b>Substantiation</b>					
<p>In order to substantiate the amount of Inuit Labour the Contractor shall be responsible for providing an amalgamated employment report that shall reflect the Inuit labour used by the Contractor and any other subcontractor or supplier. The Contractor shall submit this employment report with every Progress Claim. Receipt of an employment report shall be a condition precedent to the release of a progress payment, an Substantial payment and/or a final payment.</p> <p>If requested, the Contractor shall also provide a completed "Employee Verification and Consent Form" for an Inuit worker.</p>					

**END OF TENDER FORM**

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NNI POLICY AND NNI POLICY APPEALS PROCESS

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# Nunavummi Nangminiqaqtunik Ikajuuti

**Note to Tenderers:** Section 18 of the NNI Policy has been replaced by a revised Section 18 which is attached to this document.

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**NNI POLICY**

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# **Nunavummi Nangminiqaqtunik Ikajuuti**

**Prepared by**

**The GN / NTI Contracting Working Group**

**March 17, 2000**

## **NNI POLICY AND NNI POLICY APPEALS PROCESS**

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### **CONTENTS**

<b>1.0</b>	<b>Coming Into Effect .....</b>	<b>4</b>
<b>2.0</b>	<b>Replacement .....</b>	<b>4</b>
<b>3.0</b>	<b>Authority .....</b>	<b>4</b>
<b>4.0</b>	<b>Title: .....</b>	<b>4</b>
<b>5.0</b>	<b>Application .....</b>	<b>4</b>
<b>6.0</b>	<b>Definitions.....</b>	<b>5</b>
<b>7.0</b>	<b>Policy Objectives.....</b>	<b>5</b>
<b>8.0</b>	<b>The Bathurst Mandate .....</b>	<b>5</b>
<b>9.0</b>	<b>The Clyde River Protocol.....</b>	<b>6</b>
<b>10.0</b>	<b>Relationship to Nunavut Land Claims Agreement (NLCA).....</b>	<b>6</b>
<b>11.0</b>	<b>Evaluation Process and Bid Adjustment .....</b>	<b>6</b>
<b>12.0</b>	<b>Bonuses and Penalties.....</b>	<b>7</b>
<b>13.0</b>	<b>Maximum Bonuses and Penalties.....</b>	<b>8</b>
<b>14.0</b>	<b>Monitoring and Enforcement Procedures .....</b>	<b>8</b>
<b>15.0</b>	<b>Application of Monitoring and Enforcement Procedures.....</b>	<b>8</b>
<b>16.0</b>	<b>Periodic Review.....</b>	<b>9</b>
<b>17.0</b>	<b>Review Committee.....</b>	<b>9</b>
<b>18.0</b>	<b>Appeals and Arbitration .....</b>	<b>9</b>
<b>19.0</b>	<b>Financial Resources.....</b>	<b>10</b>
<b>20.0</b>	<b>Transition for Certain Businesses .....</b>	<b>11</b>
<b>21.0</b>	<b>Revisions to or repeal of this Policy .....</b>	<b>11</b>

### **Appendices**

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

**Appendix A: Definitions**

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

## **Nunavummi Nangminiqagtunik Ikajuuti**

### **1.0 Coming Into Effect**

- 1.1 This Policy is in effect on and after April 1, 2000 for every contract initiated on or after April 1, 2000.

### **2.0 Replacement**

- 2.1 On its coming into effect, the Policy replaces the Nunavut Contracting Procedures for the Nunavut Settlement Area and the Nunavut Business Incentive Policy. Any guidelines or directives previously issued under those two replaced policies continue in effect until otherwise modified, but shall be interpreted so as to comply with the Policy.

### **3.0 Authority**

- 3.1 In exercising its wider responsibilities and prerogatives, the Cabinet may, on an exceptional basis, depart from the application of provisions of the Policy.

### **4.0 Title:**

- 4.1 The Policy is entitled the "Nunavummi Nangminiqagtunik Ikajuuti" or "NNI Policy".

### **5.0 Application**

- 5.1 Subject to sections 5.2 and 5.3, the Policy applies to the design, award, administration and interpretation of any Contract:

- (a) to which the Government of Nunavut, or any of its Public Agencies or Public Boards as described in the Financial Administration Act is a party;
- (b) where the Government of Nunavut provides, directly more than 51% of the total Contract funds; and,
- (c) where the Government of Nunavut provides, directly more than 51% of the annual operating funds of one of the parties.

- 5.2 The Policy does not apply to:

- (a) a contract that provides the Government of Nunavut with insurance against liability;
- (b) a Government of Nunavut Employment Contract; or,
- (c) a contract for the supply of emergency services,

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## NNI POLICY AND NNI POLICY APPEALS PROCESS

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### NNI Policy *Appendix "A"*

5.3 Unless otherwise agreed by the Government of the Northwest Territories, the Policy does not apply to a contract where one of the parties is

- (a) a public body that is administered on behalf of the Government of Nunavut by the Government of the Northwest Territories; or,
- (b) a joint body of the Government of Nunavut and the Government of the Northwest Territories.

## 6.0 Definitions

6.1 Unless otherwise required by the context, terms used in the Policy have the meanings set out in Appendix A.

## 7.0 Policy Objectives

7.1 The Policy has the following objectives:

(a) **Good Value and Fair Competition**

To secure goods and services for the Government of Nunavut at the best value, recognizing the higher cost of doing business in Nunavut, and using a contracting process that is clear, fair and equitable.

(b) **Strengthening the Nunavut Economy**

To build the economy of Nunavut and its communities by strengthening business sector capacity and increasing employment.

(c) **Inuit Participation**

Subject to ss.16(2), to bring about a level of Inuit participation in the provision of goods and services to the Government of Nunavut that reflects the Inuit proportion of the Nunavut population.

(d) **Nunavut Education and Training**

Subject to ss.16(2), to increase the number of trained and skilled Nunavut Residents in all parts of the workforce and business community to levels that reflect the Inuit proportion of the Nunavut population.

## 8.0 The Bathurst Mandate

8.1 The Policy has been developed in a way consistent with the Government of Nunavut's 1999 Bathurst Mandate.

## NNI POLICY AND NNI POLICY APPEALS PROCESS

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### NNI Policy *Appendix "A"*

#### **9.0 The Clyde River Protocol**

- 9.1 The Policy has been developed in cooperation with Nunavut Tunngavik Incorporated in a way consistent with the "Protocol to Govern Working Relations Between the Government of Nunavut and Nunavut Tunngavik Incorporated" ('the Clyde River Protocol'), signed in November 1999.

#### **10.0 Relationship to Nunavut Land Claims Agreement (NLCA)**

- 10.1 The Policy is aimed at implementing the Government of Nunavut's obligations under Article 24 of the NLCA.
- 10.2 The Policy shall be interpreted so as to respect to the letter and intent of the NLCA.

#### **11.0 Evaluation Process and Bid Adjustment**

- 11.1 The evaluation process for the award of Tenders and for the cost criteria portion of Requests for Proposals shall be as follows:
- (a) all Tenders submitted should meet minimum contract requirements specified in the request for tender or proposal and should demonstrate a capability of carrying out the work;
  - (b) all Tenders meeting the requirements of 11.1.a and the cost criteria of relevant Proposals shall then be adjusted based upon Nunavut Business status, Inuit Firm status, and Local status of the proponent, general contractor, subcontractors, and suppliers, including the labour component;
    - (i) the adjustment for the labour component shall be based on estimates of payroll expenditures made by the general contractor, subcontractors and suppliers, for Nunavut, Inuit, and Local payroll expenditures that form part of the bid; and,
    - (ii) in the absence of any qualitative or contrary considerations based on quality of goods and services, conduct, past performance, or other like considerations, the lowest tender after adjustments shall be awarded the contract.
  - (c) the bid adjustment values shall be as follows:
    - (i) Nunavut firm status, an adjustment of 14%;
    - (ii) Inuit firm status, an additional adjustment of 3%;
    - (iii) Local status, an additional adjustment of 3%



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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

11.2 The evaluation process for the award of Proposals shall be as follows:

- (a) all Proposals submitted should meet minimum contract requirements specified in the Request For Proposals and should demonstrate a capability of carrying out the work;
- (b) all proposals meeting the requirements of 11.2.a will be evaluated to determine which appears to offer the best overall value to the Government of Nunavut, based on the evaluation criteria established in the RFP;
- (c) for Proposals where there is a clear cost criteria the bid adjustment values outlined in 11.1.c will be applied to that portion of the evaluation;
- (d) Inuit content criteria will be included in the evaluation criteria established for each RFP. The Inuit content values shall be, at a minimum, as follows:
  - (i) for Inuit employment 10%
  - (ii) for Inuit ownership 5%

11.3 Details of the evaluation process shall be further described in procedures developed by the Responsible Department and made available to the public.

11.4 The bid adjustment values for goods contracts will be applied to the first \$100,000.00 only.

11.5 Evaluation criteria, consistent with the Policy Objectives contained in 7.0, and based on the Bid Adjustment Values and Content Ratings identified in this section, may be developed by the Responsible Department for specific types of professional services contracts or other distinctive sub-categories of contract.

**12.0 Bonuses and Penalties**

12.1 Contracts may provide for:

- (a) a bonus that shall be applied in the event that minimum threshold requirements set by the Contracting Authority in the request for tenders or proposals have been exceeded; or,
- (b) a penalty that shall be applied in event that minimum threshold requirements set by the Contracting Authority in the request for tenders or proposals have not been met.

12.2 Where applicable, bonuses or penalties shall apply with respect to Inuit participation in employment, project management, and training.

12.3 Where applicable, in the area of employment, a bonus or penalty shall be calculated as 1/3 of 1% of the total labour content of the contract for each 1% of the amount by which employment either exceeds or does not meet the mandatory requirement.

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

- 12.4 Bonuses and penalties shall be calculated for Local Inuit Labour and/or Nunavut Inuit Labour.
- 12.5 In the area of Inuit management, a bonus or penalty in the amount of 2% of the total labour content shall be determined on the basis of whether an Inuk is employed as a Project Manager, either locally or for Nunavut. A larger bonus, but not a larger penalty, of an additional 1% shall be determined for a locally employed Inuk Project Manager than a Nunavut employed Inuk Project Manager.
- 12.6 Where applicable, a bonus or penalty shall be determined on the basis of on-going evaluation as to whether Inuit are provided training in the following areas:
- (a) entry level or support positions, involving the performance of basic tasks; and,
  - (b) apprenticeship or development positions, involving on-the-job training and classroom instruction aimed at professional skills and accreditation;
- 12.7 Bonuses and penalties shall be determined for the provision of training to both non-Local Inuit and Local Inuit.
- 13.0 Maximum Bonuses and Penalties**
- 13.1 The maximum total bonuses and penalties to be determined for a single Contract for employment, management, and training shall not exceed 25% of the total labour price.
- 14.0 Monitoring and Enforcement Procedures**
- 14.1 Monitoring and enforcement procedures shall be developed and applied:
- (a) generally, to ensure compliance with the Policy by Contractors;
  - (b) more specifically, to ensure that bonuses and penalties are based on actual performance;
  - (c) to ensure that the Policy is applied consistently across departments of the Government of Nunavut, the various regional and local offices of those departments, and those GN Public Agencies and Boards set out in the Financial Administration Act.
- 15.0 Application of Monitoring and Enforcement Procedures**
- 15.1 Each Contract Authority within the Government of Nunavut is responsible for monitoring and enforcement of Contracts under which it expend funds.
- 15.2 Each Contract Authority within the Government of Nunavut shall provide monitoring and enforcement information to the Responsible Department in a manner that may be stipulated by that department.

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

- 15.3 The Government of Nunavut, through the Responsible Department shall provide Nunavut Tunngavik Incorporated with information in a timely manner regarding the outcomes of its monitoring and enforcement activities.

**16.0 Periodic Review**

- 16.1 It is recognized that achieving the objectives of the Policy will require consistent and persistent effort.
- 16.2 It is further recognized that the achievement of objectives may be most realistically and reliably secured by measured progress over time.
- 16.3 The substance and application of the Policy should therefore be reviewed and revised on a periodic basis to ensure that progress towards objectives is being made in a demonstrable and balanced way.

**17.0 Review Committee**

- 17.1 A Contracting Policy Review Committee, consisting of representatives appointed by the Government of Nunavut and Nunavut Tunngavik Incorporated, shall be established to review the implementation of the Policy on a periodic basis and, in any event, at least on an annual basis.
- 17.2 As part of its mandate, the Review Committee shall develop and apply specific mechanisms for assessing progress towards objectives and making recommendations for adjustments to the Policy.
- 17.3 As part of its mandate, the Review Committee shall examine monitoring and enforcement concerns arising out of the implementation of the Policy.
- 17.4 The Review Committee will conduct a comprehensive review at the end of the first three-year period, and every five years thereafter
- 17.5 The Review Committee shall submit all of its work to the Government of Nunavut and Nunavut Tunngavik Incorporated.
- 17.6 In carrying out its work, the Review Committee shall make efforts to collect public input and to consult with interested parties. Without limiting the ability of the Committee to make other parts of its work available to the public, these annual and multi-year reviews shall in all cases be made available to the public.

**18.0 Appeals and Arbitration**

- 18.1 A Contractor that has submitted a proposal or Tender and that wishes to challenge an award of Tender or proposal may do so within five (5) days of the award announcement by directing the challenge to the Contracting Authority. The Contracting Authority shall have five (5) business days to respond to the challenge.

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

- 18.2 Any further challenge of an award shall be directed in writing to a Contracting Appeals Board.
- 18.3 An independent Contracting Appeals Board shall be formed, consisting of the representatives of three parties, appointed to terms of two (2) years. A representative shall be appointed by each of the following :
- (a) the Government of Nunavut;
  - (b) Nunavut Tunngavik Incorporated; and,
  - (c) the Nunavut Chambers of Commerce.
- 18.4 The Board shall convene within twenty-one (21) days of receiving a challenge.
- 18.5 Upon hearing a challenge, the Appeals Board may:
- (a) uphold the award; or
  - (b) recommend remedial actions.
- 18.6 The decision of the Appeals Board shall be binding and final.
- 18.7 If, in the sole opinion of the Appeals Board, a challenge of an award is frivolous or vexatious, then the Board may seek administrative costs against the party who brought the challenge.
- 18.8 An annual report, including financial statements, shall be prepared by the Appeals Board and submitted to the Government of Nunavut and to Nunavut Tunngavik Incorporated. In addition, these annual reports shall be made available to the public.
- 18.9 Notwithstanding that an appeal may be pending, the Contracting Authority may award the Contract.
- 19.0 Financial Resources**
- 19.1 The expenditure of funds by the Government of Nunavut under the Policy is conditional on approval of such funds in the Main Estimates by the Legislative Assembly and on there being a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required, and on meeting such further requirements as may be set out in the Financial Administration Act.

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**NNI POLICY AND NNI POLICY APPEALS PROCESS**

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NNI Policy  
*Appendix "A"*

**20.0 Transition for Certain Businesses**

- 20.1 The Government of Nunavut recognizes the contribution made to the Nunavut economy by a number of companies that have operated for many years in Nunavut that do not qualify as a Nunavut Business under this Policy. Accordingly, any business that, immediately before the coming into effect of the Policy, qualified as a Nunavut Business for the purpose of the Business Incentive Policy, shall qualify as a Nunavut Business under this Policy until the second anniversary of the coming into effect of this Policy.
- 20.2 For greater certainty, section 20.1 shall cease to have any application on the second anniversary of the coming into effect of the Policy and no business shall continue to qualify as a Nunavut Business or Inuit Firm unless it meets the definitions for those terms set out in Appendix A.

**21.0 Revisions to or repeal of this Policy**

- 21.1 Cabinet may make changes to this policy consistent with the obligations of the Government of Nunavut in Article 24 of the Nunavut Land Claims Agreement which requires a collaborative process with Nunavut Tunngavik Inc. in the maintenance of preferential procurement policies, procedures and approaches.

APPROVED BY CABINET

DATE:

Original is signed by the Premier

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Paul Okalik, Premier

Includes Appendix A – Six pages

## NNI POLICY AND NNI POLICY APPEALS PROCESS

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### NNI Policy *Appendix "A"*

#### APPENDIX A: DEFINITIONS

The following definitions apply to the Policy and its Procedures.

**Article 23** - the Article of the Nunavut Land Claims Agreement dealing with Inuit Employment within Government.

**Article 24** - the Article of the Nunavut Land Claims Agreement dealing with Government Contracts.

**Bid** - a tender or an offer to sell or provide goods, services, or construction that is submitted to a Contract Authority in response to a Request for Bids or Tenders.

**Bid Adjustment** - the amount by which the face value of a Bid is reduced in accordance with Section 6(2) of this Policy. The Bid Adjustment is used for Bid evaluation purposes only. The Bid price minus the Bid Adjustment will be referred to as the adjusted price.

**Bid Security** - security given by a Bidder or Proponent to guarantee entry into a Contract.

**Bidder** - an individual, partnership, corporation, society or co-operative who submits a Bid.

**Contract** - a written agreement between a Contracting Authority and another party to provide goods, perform services, construct public works, or lease real property, for consideration, and includes

- (i) Contracts for the supply of goods.
- (ii) construction Contracts.
- (iii) Contracts for the supply of services.
- (iv) leases.

**Contract Authority** - a Government of Nunavut Minister, a Deputy Minister, or a public officer with the duties and authorities set out in the Financial Administration Act and Regulations thereto.

**Contract Price** - the price or price formulated in a Contract.

**Contract Security** - a deposit of securities by the Contractor which the Contracting Authority may convert to carry out the Contractor's obligations under the Contract.

**Contractor** - a corporation, partnership or individual that has been awarded a Contract for the execution of work or services under the terms of a Contract.

**DIO** - Nunavut Tunngavik Incorporated or such other Inuit organizations that, from time to time, Nunavut Tunngavik Incorporated may, by notice to the Government of Nunavut, designate.