

**REQUEST FOR QUALIFICATIONS
("RFQ")**

(Non-Binding, Value-Driven)

Title:

**RFQ: Inuvialuit Energy Security Project (IESP)
Site Civil Works Construction**

Issued by:

Inuvialuit Petroleum Corporation (IPC)

Overview and Information:

Respondents are invited to submit a Statement of Qualification for consideration in order to be placed on a Qualified Requests For Proposal List for the construction of the Inuvialuit Energy Security Project

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PART A: INTRODUCTIONS AND INTERPRETATION

1.0 Definitions

.1 For the purpose of this RFQ:

“Closing Time” means the date and time Responses must be received by the Owner in accordance with section 1.1 of Part B: Instructions to Respondent (as amended);

“Evaluation Criteria” means the criteria used to evaluate Responses under this RFQ;

“Owner” means the Inuvialuit Petroleum Corporation;

“Respondent” means an individual, partnership, corporation, or other person that submits a Response;

“Response” means a response submitted in response to this RFQ;

“Response Form” means the form(s) included with this RFQ;

“RFQ” means this request for qualifications. for Qualified Source List and any addenda;

“QSL” means the qualified source list of eligible contractors produced under this RFQ, which may be used by the Owner in a Subsequent Procurement Process;

“Subsequent Procurement Process” means the subsequent procurement or contracting process where one or more Respondent(s) may be selected from the QSL, such a process may include: limited tendering through direct award or invitational procurement, or any other single stage or multi-stage alternative procurement method or process as determined by the Owner; and

“Work” means any work, goods, services, or deliverables to be provided or performed as stated in the RFQ, QSL, or through a Subsequent Procurement Process.

2.0 Interpretation

In this RFQ:

.1 The words shall have a plural, feminine, or neutral meaning where the context so requires.

.2 The words “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

.3 No term of this RFQ will be construed against or interpreted to the disadvantage of any party because the party is deemed to have drafted the provision.

.4 The word “should” is not mandatory, but is recommended to be followed, and failure to comply may affect the acceptance or rejection of a Response or the exclusion of a Response from the QSL.

PART B: INSTRUCTIONS TO RESPONDENT

IMPORTANT: This RFQ is an invitation for prospective contractors to submit non-binding Responses. Subject to the terms of the RFQ, eligible Respondents are placed on a Qualified Source List, which may be used in a Subsequent Request For Proposal Process for specified work.

Respondents must carefully read and follow the instructions set out in this RFQ, including any addenda, attached documents, and materials, as any variation from them may result in a Response being rejected or a Respondent being excluded from the QSL or excluded from further consideration by the Owner.

If a Respondent has any questions or concerns regarding the RFQ, they may ask questions in accordance with the RFQ.

Respondents acknowledge and agree that they bear the full risk and responsibility for the rejection of their Response or being excluded from the QSL if the Respondent fails to follow the instructions or requirements of this RFQ or fails to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFQ.

1.0 Closing Time

- .1 Responses must be received before 4:00:00 p.m., as determined by the time stamp clock at the Closing Location on: February 20, 2021

Delivery of Responses prior to the Closing Time is the sole responsibility of the Respondent. Responses received after the Closing Time will not be considered regardless of the reason for their late delivery.

2.0 Closing Location and Response Delivery

- .1 Responses shall be submitted by electronic mail.
- .2 Responses must be received before the Closing Time. Responses received after the Closing Time will not be accepted or considered regardless of the reason.

3.0 Amendments by the Respondent

- .1 Respondents may amend their submitted Response prior to the Closing Time. Any amendments to the Response will be deemed to nullify and replace any previous amendment to the Response.
- .2 Any amendments to a Response must be in writing and be duly authorized by the Respondent or a person authorized to act on behalf of the Respondent. Amendments should:
 - .a be clearly labelled "amendment";
 - .b identify the change and where it applies; and
 - .c identify the Project Title, the Respondent's name and contact information.
- .3 Amendments to a Response must be submitted by electronic mail.
- .4 If any amendment to a Response is unclear, ambiguous as to its meaning or intent, or does not comply with the requirements of this RFQ, then the Owner reserves the right, in its sole and absolute discretion to:
 - .a reject the amendment and the original Response, including any previous amendment(s) to the Response;
 - .b reject the amendment and accept the original Response and any previous amendment(s) made to the Response in accordance with this RFQ received prior to the Closing Time; or
 - .c where the amendment has a defect, remedy the defect in accordance with this RFQ, and accept the amendment.

4.0 Withdrawal of Response Prior to Closing Time

- .1 Respondents may withdraw a Response by making a written request to withdraw their Response to the Closing Location. Prior to the Closing Time, the Response will be returned to the Respondent unopened. If a Respondent withdraws and re-submits a Response, then the Response with the latest time and date stamp will be deemed to be the official Response.

5.0 Inquiries

- .1 All inquiries related to the RFQ shall be submitted in writing to Mark Fleming below at least four business days before the Closing Time. After this time, the Owner has no obligation to respond to inquiries and reserves the right to not respond to inquiries. The Project Team may respond by issuing addenda.

Name: Mark Fleming Position: Chief Financial Officer

E-mail: m Fleming@inuvaluit.com

Please Note: Information obtained from any other source is not official and may not be accurate.

- .2 Respondents are responsible for reviewing the RFQ documents and should immediately notify the Project Team, in writing, if the RFQ documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities, errors, or omissions, or if conditions for the Work differ from those described in the RFQ documents.

6.0 Issuing of Addenda

- .1 The Owner may, at any time prior to the Closing Time, issue addenda to amend the terms in the RFQ, including: adding or deleting terms; correcting errors, discrepancies or omissions in the RFQ; or clarify the meaning or intent of any provision therein. All addenda become part of the RFQ. Written addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written responses to enquiries, will be included in or in any way amend this RFQ.
- .2 If the Owner issues addenda within three business days, then the Owner will extend the Closing Time.
- .3 Receipt of addenda is acknowledged by the Respondent in the Response. Failure to provide such acknowledgement; however, will not alter that all addenda will be incorporated into the terms of the RFQ. Respondents are solely responsible for ensuring all addenda issued during the RFQ are received by the Respondent and will be deemed to be in receipt of all addenda.

7.0 Responsibility for Response Costs

- .1 Respondents are solely responsible for any and all costs or expenses related to the preparing, presenting, delivery of their Responses, including: obtaining and providing any documentation, certifications, and materials, attending any information meetings, site visits, participating in any Subsequent Procurement Process, or responding to any Owner information requests or changes.

8.0 No Contract and Not Legally Binding

- .1 Despite any other term in this RFQ, this RFQ is a request for non-binding responses to be qualified onto a list. This RFQ is not a tender call, contract, or request/order for work, and is not intended to create, and will not create a formal offer or legally binding bidding process or contract. By submitting a Response, the Respondent acknowledges and agrees that this RFQ will be non-binding and, except for clauses 4 of Part C: Response Submission Process and Content, will not give rise to any legal rights or obligations in any way, whether express or implied, whether in contract or tort, arising out of this RFQ process, including: any “Contract A”-based tendering law duties or obligations (express or implied).

9.0 No Guarantee or Obligation to Award Work or Contracts

- .1 This RFQ process is intended to solicit non-binding Responses for consideration by the Owner to be placed on a QSL, and may, in the Owner’s sole and absolute discretion, result in an opportunity from the Owner to participate in a Subsequent Procurement Process. There is no obligation on the Owner to engage any supplier to provide work, goods or services, or to award a contract as a result of pre-qualification or placement on a QSL.
- .2 Despite any other term in this RFQ, the Owner makes NO guarantee, representation, or warranty and has no duty or obligation in any way with respect to: the eligibility, inclusion, or placement of a Respondent on the QSL; providing opportunities to a Respondent under the QSL; providing Work or the value or volume of Work to a Respondent; whether a contract will be awarded or executed with a Respondent, use of the QSL for the Work or other work, including: when the QSL will be used and what work will be provided under the QSL; or whether a Respondent will be eligible to participate in any Subsequent Procurement Process;

- .3 The QSL is non-exclusive, and the Owner, reserves the right, in its sole and absolute discretion, to select a contractor or award Work or any other work, or a contract through any alternative or separate procurement or contracting process outside the QSL. The Owner has no duty or obligation in any way to use the QSL or provide any Work, Subsequent Procurement Process, or opportunities under the QSL.

10.0 Right to Cancel or Disqualify and Reject or Exclude a Response

- .1 The Owner reserves the right, in its sole and absolute discretion, to cancel this RFQ at any time without cause, liability, award, or compensation to Respondents. The Owner also reserves the right to reissue this RFQ upon the same or different terms and conditions.
- .2 Failure to comply with any instruction or term contained in this RFQ may be deemed sufficient cause by the Owner to reject a Response or exclude a Respondent from the QSL. While this RFQ is non-binding, the Owner, still reserves the right to reject a Response or exclude a Respondent from the QSL if there are any items omitted from or any terms, conditions, assumptions, or qualifications added to the Response. Any Response submitted on forms other than those provided may also be disqualified. No pricing or escalation clauses will be accepted, unless explicitly authorized under this RFQ.
- .3 The Owner need not necessarily accept any Response. And reserves the right to disqualify a Response and has no duty or obligation in any way to accept a Response. Without limiting the generality of the foregoing, the Owner reserves the right, in its sole and absolute discretion, to reject a Response and has no obligation to accept a Response if one or more of the following circumstances occur:
 - .a the Response is not submitted in the required form, is non-legible, or has significant errors or omissions of required information;
 - .b the Respondent fails to submit or complete the Response Form;
 - .c the Response is not submitted or signed by a duly authorized person representing the Respondent;
 - .d the Response has terms, conditions, assumptions, or qualifications not explicitly authorized by the RFQ, or the Respondent fails to follow the instructions or comply with the terms of the RFQ;
 - .e there is reasonable evidence, satisfactory to the Owner, that the Respondent would be unable to properly carry out the Work, including: lack of experience, qualifications, equipment, or resources to satisfactorily perform the Work or ability to satisfactorily meet the schedule for the Work, or difficulty working with the Respondent and likelihood of disputes or claims;
 - .f there is reasonable evidence, satisfactory to the Owner, that the Respondent, its employee(s), subcontractor(s), or agent(s) has been involved in fraud, bribery, misrepresentation, illegal, or criminal activity that would adversely impact the ability of the Respondent to properly perform any Work or Contract; or
 - .g in the judgment of the Owner, the interests of the Owner would best be served by not accepting the Response.

The above list is non-exhaustive, and the Owner reserves the right, in its sole and absolute discretion, to reject a Response that otherwise fails to follow the instructions or comply with the RFQ or for other reasonable causes.

11.0 Right to Waive any Defect, Clarification, and Rectification

- .1 If, in the opinion of the Owner, any Response contains a defect in any way, whether minor or material or by error or omission, or fails in any way to comply with any requirement of this RFQ, then the Owner reserves the right, in its sole and absolute discretion, to waive the defect or request clarification or rectification, and accept the Response. A defect may include terms, conditions, assumptions, or qualifications which may affect: pricing; the performance of any contract or Work; the RFQ, QSL, or any Subsequent Procurement Process or uniformity of Responses.
- .2 The Owner, reserves the right, in its sole and absolute discretion, to be innovative in the acceptance of Responses and allow for and request written clarification or rectification from a Respondent on any defect. If, in the opinion of the Owner, a Respondent fails to properly clarify or rectify its Response in writing within the specified time of receiving a request for clarification or rectification from the Owner, then this will be considered sufficient grounds for the Owner to reject a Response or exclude the Respondent from the QSL. The determination of: whether or not to disqualify any Respondent; waive any defect or failure to comply with a term of the RFQ; whether or not to require clarification or rectification; and the adequacy and acceptability of any clarification or rectification submitted by a Respondent shall be made at the sole

and absolute discretion of the Owner. There is no duty or obligation on the Owner in any way to exercise its right to clarify or rectify a Response, and Respondents still bear the full risk and responsibility for rejection or exclusion of their Response if they fail to follow the instructions or requirements of this RFQ or fail to ask questions or seek clarification from the Owner on any instructions, requirement, or matter related to this RFQ.

- .3 Without limiting the foregoing, the Owner reserves the right, in its sole and absolute discretion, to rectify any defect related to a Response, including in the following circumstances:
 - .a the Response is submitted by more than one legal entity or a non-legal entity;
 - .b failure to provide any required documents or materials, including proof of certification or registration;
 - .c the Response is not properly filled out or completed or there is uncertainty in the terms submitted in or with the Response;
 - .d the Response contains material, documents, or other additional information or special conditions, additional terms, assumptions, or qualifications, which may affect: pricing; the performance of any contract or Work; the RFQ, QSL, or any Subsequent Procurement Process or uniformity of Responses.; or
 - .e fails to comply with any instruction or requirement in the RFQ.
- .4 If the Owner exercises its right to rectify a Response, then the Owner may send a written rectification notice to the Respondent identifying the defect(s), and provide the Respondent with a timeframe to rectify the defect or provide further sufficient information. If the Respondent fails to rectify the defect or provide further information, in a form and with content reasonably acceptable to the Owner, within the timeframe provided by the Owner, then this will be deemed sufficient grounds by the Owner, in its sole and absolute discretion, to reject a Response or exclude a Respondent from the QSL
- .5 Despite any review by the Owner, the Owner has no duty or obligation to identify or exercise its right to waive, clarify, or rectify any or all deficiencies in a Response submitted by a Respondent. The Owner shall not be bound by industry custom or practice in the exercise of its right to waive, clarify, or rectify defects. Respondents shall remain solely responsible and bear the full risk for ensuring the consistency of the information submitted in their Response at all times, including: ensuring that any response to a rectification notice is consistent with any other information originally submitted with their Response; and the risk and responsibility for any disqualification or prejudice to the evaluation of its Response that may occur from the information submitted by a Respondent in its response to a rectification notice.

12.0 Conflict of Interest and Lobbying

- .1 By submitting a Response, Respondents represent and warrant that they: do not have a conflict of interest in relation to the RFQ.
- .2 The Owner reserves the right, in its sole and absolute discretion, to reject or disqualify any Respondent, exclude a Respondent from the QSL, or not award a Contract to a Respondent who: has a conflict of interest; engages in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion; or engages in any unethical conduct, including: making any misrepresentation or providing other misleading or inaccurate information in their Response or to public officials, or engages in conduct or attempts to communicate directly or indirectly with any employee, contractor, representative, or elected official of the Owner to adversely affect the RFQ process or unduly influence the outcome of: accepting or rejecting a Respondent, selection of a Respondent in a Subsequent Procurement Process, or awarding Work or a contract to the Respondent's advantage or favor.

13.0 Site Visit

- .1 A site visit will not be conducted prior to the Closing Time

PART C: RESPONSE SUBMISSION PROCESS AND CONTENT

IMPORTANT: Respondents are solely responsible for ensuring that the form, content, and submission of their Responses are complete and in accordance with this RFQ.

1.0 Contents of Response

- .1 Respondents are to include any forms, information, documents, or materials explicitly required under this RFQ.
- .2 Any erasures and/or corrections to the Response Form(s) should be initialed by the person(s) authorized to sign the Response Form.
- .3 To ensure uniformity in Responses on the QSL, Respondents should NOT include, suggest, or propose any special conditions, terms, assumptions, qualifications, or changes in the Response. Respondent's including such additional conditions, terms, assumptions, qualifications, or changes in their Response assume the full risk and responsibility for rejection of their Response or exclusion from the QSL.

2.0 Authority to Submit Response

- .1 The Response should be signed and submitted by an authorized individual.
- .2 Every Respondent must be an entity capable, as a matter of law, of entering into a contract through any Subsequent Procurement Process with the Owner.
- .3 Due to performance and contracting concerns, Respondents must submit only one legal entity.

3.0 Submission of Response

- .1 Responses must be submitted **in an electronic PDF package** by electronic mail.
- .2 The Response package should identify the following information:
 - .a Project title;
 - .b Respondent's name as stated on the Response Form;
 - .c Response Closing Time and date; and
 - .d Respondent's return address.

4.0 Exclusion of Liability

- .1 In exchange for participating in this RFQ and the opportunity to submit a non-binding and revocable Response, the sufficiency of which is hereby acknowledged, the Respondent agrees to the following waiver and release and limitation on liability, which are legally binding, severable, and independent from the other terms of this RFQ. Each Respondent by submitting a Response, permanently and irrevocably waives and releases the Owner, its elected officials, officers, employees, and agents from any and all: claims, liabilities, actions, proceedings (including any judicial review or injunction application), damages (including: direct, indirect, consequential, incidental, general, special, or exemplary damages, any economic losses, lost profits, lost opportunities, or any other costs, expenses or losses for any reason), or any other legal remedy in any way or for any reason (collectively, the "Claims") arising from or related to this RFQ process, including: any actual or alleged unfairness on the part of the Owner during the evaluation of Responses or at any stage of the RFQ process; any breach of the Owner's policies or directives; any breach of a statutory or other duty; rejection of a Response or Respondent, failure by the Owner to include a Respondent on a QSL; use of the QSL by the Owner; failure by the Owner to allow a Respondent to participate in a Subsequent Procurement Process under or outside the QSL; failure to provide Work or a certain value or volume of Work; failure to award a contract through a Subsequent Procurement Process or other process; cancellation of the RFQ or QSL and re-issuing of the RFQ or QSL on the same terms or other terms; acceptance by the Owner of a Response with a defect or a rectified, clarified, or amended Response; any waiver, clarification, or rectification of a defect, Response, or the scope of the Work; negligence, misrepresentation (negligent or otherwise), or any other tort; bad faith or violation of common law duties; any breach of express or implied duties or terms of this RFQ; and any decisions, acts, omissions, or errors by the Owner in relation to this RFQ process, QSL, or Subsequent Procurement Process.

PART D: EVALUATION

1.0 Overview of Evaluation

- .1 Responses are to be evaluated based upon the following criteria:
 - .a technical merit; and
 - .b any supplementary evaluation criteria explicitly stated in the RFQ (if applicable).
- .2 Responses will be evaluated based on criteria listed in the RFQ and only on the contents of the Responses submitted, including any responses from project references (if applicable). Respondents are solely responsible for ensuring that their Responses are complete, clear, and succinct, and have enough detail to enable the Owner to evaluate their Response based on the RFQ criteria.
- .3 The Owner reserves the right, in its sole and absolute discretion, to reject a Response, exclude a Respondent from the QSL, or adjust the evaluation scoring of a Response if the Response or Respondent's written response contains any misrepresentations or any other inaccurate, misleading, or incomplete information.
- .4 The Owner reserves the right, in its sole and absolute discretion, to investigate or request verification or clarification from a Respondent with respect to the contents of its Response, without being obligated to seek verification or clarification from any or all other Respondents. Such further verification or clarification may include: details of qualifications of any personnel, current legal entity status, insurance, or health and safety certification or record, status of security or bonds, financial capability, business practices, references for previous work or services, details respecting labour, subcontractors, supplies, or equipment, or the ability of the Respondent to perform the Work or meet the requirements of any Subsequent Procurement Process. The Respondent agrees to permit and fully cooperate with the Owner in seeking verification or clarification respecting the contents of their Response. There is no duty or obligation on the Owner in any way to exercise its right to request or seek verification or clarification, and such right does not entitle the Respondent with an opportunity to correct errors or substantially change its Response. The Owner will be under no duty or obligation in any way to further verify or clarify or receive further information, whether written or oral, from any Respondent. The Owner is under no duty or obligation in any way to Respondent to perform any investigations or to otherwise verify or clarify any statements or representations made in a Response.
- .5 If any or all the Responses submitted on the RFQ are not acceptable to the Owner, then the Owner reserves the right, in its sole and absolute discretion, to do any one or more of the following: cancel the RFQ, re-issue the RFQ on the same or different terms and conditions regardless of whether Responses have been made public or not, or take such other action as the Owner deems necessary in the circumstances.
- .6 Respondents who meet the requirements of the evaluation criteria and other terms of the RFQ will be eligible to be placed on the QSL.

2.0 Criteria Weighting

- .1 Criteria are given an assessment ranking from 0-5 and then awarded the corresponding percentage of maximum possible score in each area according to the following scale:

Assessment Scoring Formula		
Assessment	Assessment Description	Score (% of Maximum Points)
0 – Not Provided	<ul style="list-style-type: none"> ▪ no responses provided or the information provided fails to address the criteria. 	0
1 – Insufficient	<ul style="list-style-type: none"> ▪ responses considered insufficient to meet the criteria, minimal information is provided, or the information provided cannot be understood. 	30%
2 – Marginal	<ul style="list-style-type: none"> ▪ responses demonstrate marginal understanding of criteria, the information provided does not fully meet the criteria, or information is poorly organized. 	50%
3 – Fair	<ul style="list-style-type: none"> ▪ responses meet the basic criteria; and demonstrate a basic ability to perform the work. 	70%
4 – Good	<ul style="list-style-type: none"> ▪ responses meet the established criteria; and provide specific and relevant information, in clear detail, of the proponent’s ability to perform the work. 	90%
5 – Excellent	<ul style="list-style-type: none"> ▪ responses exceed the established criteria; and indicate a superior approach to performing the work. 	100%

NOTE: Criteria that are True, False, Yes, or No will be identified below and receive a 0 or 5. All other criteria will be graded on the scale above with no partial assessment points given.

3.0 Qualified Source List

- .1 Submissions scoring less than the minimum number of points on the technical evaluation will be considered technically unacceptable and will not be included on the QSL. The minimum technical score can be found at the end of the evaluation criteria.
- .2 The highest ranked Respondents scoring above the minimum number of points will be included on the QSL.

4.0 Technical Evaluation

	TECHNICAL EVALUATION CRITERIA	Maximum Points
Criterion 1: Company Profile		
	<p>Submissions:</p> <ol style="list-style-type: none"> 1. Provide a profile of your company that includes: <ol style="list-style-type: none"> a. Description of Inuvialuit Ownership. b. Description of organization, capabilities and capacity. c. Description of Inuvialuit labour resources. d. Organization chart(s), at the corporate level, including Key Individual(s) below. Describe the management structure within the organization. <p>Evaluation of Submissions:</p> <ol style="list-style-type: none"> 1. Description of organization, capabilities and capacity provided; (Yes or No) 2. Corporate organization chart(s) provided, including the Key Individual(s) below; (Yes or No) 3. Description of management structure provided; (Yes or No) <p>NOTE: to achieve any of the points in this category the Respondent must be included in the Inuvialuit Business List.</p>	40

	TECHNICAL EVALUATION CRITERIA	Maximum Points
Criterion 2: Key Individual(s)		
<p>Submissions:</p> <ol style="list-style-type: none"> 1. Provide a resume for the individual(s) that will be leading your participation in the QSL Stage. Work history and a relevant project list should be included to meet the evaluation criteria. 2. Project list should include: <ol style="list-style-type: none"> a. Key Individual's role and responsibilities on the project b. Short description of the project c. Value of the project d. Inuvialuit groups involved e. Client 3. Respondents may submit up to two Key Individuals, one for each of the criteria below. If two Key Individuals are submitted, it should be indicated which criterion they are being submitted for. <p>Evaluation of Submissions:</p> <ol style="list-style-type: none"> 1. Has the Respondent managed projects that involved large procurements? (three projects over \$5.0M; or two projects over \$10 million, or one project over \$50 million = Excellent, two projects over \$500k or one project over \$5 million = Good, one project over \$500k = Marginal, zero projects = Not Provided) 2. Have they liaised with Inuvialuit groups on previous projects? (three projects = Excellent, two projects = Good, one project = Marginal, zero projects = Not Provided) <p>Notes:</p> <ol style="list-style-type: none"> 1. <i>If more than two resumes are submitted, only the first two resumes will be reviewed.</i> 2. <i>If it is not indicated which resume is being submitted for which criterion, the first resume will be used for the first criterion and the second resume for second criterion.</i> 		20
Criterion 3: Civil Works Construction Experience		
<p>Submissions:</p> <ol style="list-style-type: none"> 1. Provide a summary of the civil construction projects you have completed. List maximum 10 projects. Summary should include the following for each project. <ol style="list-style-type: none"> a. Project Name b. Location c. Client d. Client Contact Information e. Project Value (Total) f. Start Date g. Completion Date h. Did the project require change orders? Please clarify. 2. If projects are in progress, include a summary of the work that has been completed and the total work required for the project. Points will be awarded based on work completed. 3. If the Respondent was not the primary contractor, the summary should only include the Respondent's and their subcontractor's performance and portion of the work. 4. Provide three references for the above projects including at least one project over \$10M. <p>Evaluation of Submissions:</p> <ol style="list-style-type: none"> 1. Submission will be evaluated based upon similarity of projects to the IESP site works 		30

	TECHNICAL EVALUATION CRITERIA	Maximum Points
<i>Notes:</i>	<p>scope, and respondent performance.</p> <p>1. <i>The Owner may contact clients or respondents to confirm information.</i></p>	
Criterion 4: Project Experience		
	<p>Submissions:</p> <ol style="list-style-type: none"> 1. Provide up to three project summaries, each with a maximum of five pages, that show the ability to identify, sub-contract and, where applicable provide training or capacity building to Inuvialuit sub-contractor(s). Provide the following information. These projects should be selected to meet the evaluation criteria below. <ol style="list-style-type: none"> (a) Client (b) Client contact information (c) Location (d) Project Value (e) Start Date (f) Completion Date (g) Overall project scope (brief) (h) Respondent's role in the project (prime, sub, etc.) (i) Scope of work completed by respondent (j) Scope(s) of work completed by Respondent's Inuvialuit sub-contractor(s) (k) Value of Respondent's work (l) Value of Respondent's Inuvialuit Sub-contractors' work (m) Highlights of training, mentoring or capacity building on the job or otherwise 2. If projects are in progress, include a summary of the work that has been completed and the total work required for the project. 3. If the Respondent was not the primary contractor, the summary should only include Respondent's and their subcontractor's performance and portion of the work. <p>Evaluation of Submissions:</p> <ol style="list-style-type: none"> 1. Has the Respondent successful worked with Inuvialuit subcontractors? 2. Has the work included an element of capacity building? 3. Have the subcontractors provided a good reference? 4. <p><i>Notes:</i></p> <ol style="list-style-type: none"> 1. <i>Points will be awarded based on assessment of the evaluation questions and answers provided by the Respondent and their sub-contractors.</i> 2. <i>Only the first five pages of each project summary will be reviewed and only the first three project summaries will be reviewed.</i> 	10
TOTAL MAXIMUM TECHNICAL EVALUATION SCORE		100
MINIMUM TECHNICAL SCORE		60

PART E: TERMS OF QUALIFIED SOURCE LIST

1.0 Term of Qualified Source List

- .1 The term of the QSL will be for the Civil works associated with the all-weather road creation to site M-18, subject to extension, cancellation, or termination of the QSL by the Owner.

2.0 Selection Process for Qualified Source List

- .1 Subject to the terms of this RFQ, if a Response is accepted by the Owner, the Respondent will be added to the QSL. The Owner will provide written notification to the Respondent of their placement on the QSL.
- .2 If and when needed, the Owner may, in its sole and absolute discretion, select one or more Respondent(s) who are placed on the QSL for a Subsequent Procurement Process to perform any Work based on one or more of the following criteria:
 - .a price;
 - .b experience, skills, certifications, and qualifications;
 - .c capabilities, including: labour resources, equipment, or other resources capabilities;
 - .d timing and availability;
 - .e suitability and prior experience working with the Respondent/contractor, including: difficulty executing a contract or working with the Respondent/contractor, likelihood of disputes or claims, ability to satisfactorily perform the Work in accordance with any specifications/scope of work, and ability to perform the Work on schedule and meet any milestone dates for performance of the Work; or
 - .f a likelihood of additional costs, delays, disputes, or claims in the Subsequent Procurement Process or in the performance of the Work or any subsequent contract.

any other requirements that may be needed for the performance of the Work or contract.

- .3 Respondents are not bound to participate in any Subsequent Procurement Process, and may, upon written notice to the Owner, decline to respond or provide submissions in any such process. However, if a Respondent decides to respond or submit on any Subsequent Procurement Process, the Respondent will be subject to the terms of such process.
- .4 The QSL and this RFQ is NOT a contract. No legal relationship or obligation regarding any Work will be created between a Respondent and the Owner in any way or for any reason by the QSL or this RFQ process.
- .5 The Owner, may, in its sole and absolute discretion, request additional information or materials from the Respondent, including: proof of certification, experience, or qualifications; proof of insurance, contract security, safety certification, workers' compensation coverage; list of labour, subcontractors, equipment and resources; work schedule; and any other information or materials that may be relevant to the performance of the Work or a contract.
- .6 If a selected Respondent fails or refuses to promptly participate in a Subsequent Procurement Process within the timeframe provided by the Owner, or fails or refuses to provide additional information or materials requested by the Owner within the timeframe provided by the Owner, then the Respondent will be deemed to have rejected or declined to participate in the Subsequent Procurement Process regardless of the reason for failure or refusal to participate in the Subsequent Procurement Process or provide additional information or materials, and the Owner may, in its sole and absolute discretion, do one or more of the following: reject or exclude the Respondent from the Subsequent Procurement Process; choose another Respondent for the Subsequent Procurement Process; or award the Work or contract through an alternative or separate procurement or contracting process outside the QSL.
- .7 If there is any conflict between the terms of this RFQ and any Subsequent Procurement Process, the terms of the Subsequent Procurement Process shall govern.

3.0 No Guarantee, Representation, Duty, or Obligation to Use or Provide Opportunities under QSL

- .1 Despite any other term in this RFQ, the Owner makes NO guarantee, representation, or warranty and has no duty or obligation in any way with respect to: the eligibility, inclusion, acceptance, or placement of a Respondent on the QSL; providing opportunities to a Respondent under the QSL; providing Work or the

value or volume of Work to a Respondent; whether a contract will be awarded or executed with a Respondent, use of the QSL for the Work or other work, including: when the QSL will be used and what work will be provided under the QSL; or whether a Respondent will be eligible to participate in any Subsequent Procurement Process.

- .2 The QSL is non-exclusive, and the Owner, reserves the right, in its sole and absolute discretion, to select a contractor or award Work or any other work, or a contract through any alternative or separate procurement or contracting process outside the QSL. The Owner has no duty or obligation in any way to use the QSL or provide any Work, Subsequent Procurement Process, or opportunities under the QSL.
- .3 By submitting a Response and being placed on the QSL, the Respondent agrees that the Respondent is prepared and satisfied as to the practicality of executing the Work if selected from the QSL and successful in any Subsequent Procurement Process, and will investigate all facts and conditions that are related to or affect any subsequent Work to be performed by the Respondent, including: mobilization/start up costs and demobilization; the nature, condition, and location of the site for delivery or Work; delivery dates and work schedule; existing structures and the surrounding environment; existing systems and equipment; compatibility requirements, the quantities, quality, and nature of the Work; the labour resources required to complete the Work, certifications or specialized knowledge or expertise, materials, and equipment necessary for the completion of the Work; means of access to perform the Work; any shipping, transportation, travel, and accommodations that may be required; customs, tariffs, duties, and taxes applicable to the Work, health and safety requirements; environmental requirements; permitting, licensing, or other regulatory requirements; other costs, expenses, bonding/contract security, and insurance requirements; and any risks, contingencies, or other circumstances which may arise from or relate to the Work.
- .4 The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained or provided with the RFQ or any addenda. Any quantities shown or information contained or provided under this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to Respondent the general scale and scope of the Work. It is the Respondent's responsibility to obtain all the information necessary to prepare a Response in response to this RFQ or Subsequent Procurement Process.

PART F: RESPONSE FORM

RESPONSE FORM

TITLE: M-18 All-Weather Road Civil Works RFQ

This form must be submitted and enclosed in a properly identified sealed envelope or package along with your written submission outlining your ability to complete the work in Part G. I/we acknowledge and agree to the following:

1. I/We have submitted a Response in accordance with the terms of this RFQ.
2. I/We have carefully examined and thoroughly reviewed Part G: Scope of Work. I/We am/are prepared and satisfied as to the practicality of executing such work, and will investigate all facts and conditions that are related to or affect such work in any Subsequent Procurement Process.
3. I/We acknowledge and fully agree to the terms of the RFQ, including: Part F: Terms of Qualified Source List, and agree to be placed on the Qualified Source List in accordance with the terms of the RFQ and QSL.
4. I/We agree to and acknowledge receipt of all addenda issued under this RFQ.
5. I/we represent and warrant that the Respondent and the person signing this form on behalf of the Respondent is properly authorized to do so. I/we agree to the statements and representations made in this Response are true and accurate.
6. I/we have carefully read and reviewed this RFQ, all addenda, and understand the terms of the RFQ.

RESPONDENT'S FULL LEGAL NAME:

DOING BUSINESS AS (if different from above):

FULL BUSINESS ADDRESS:

PHONE: _____ FAX: _____ EMAIL: _____

Executed by or on behalf of the Respondent this ____ day of, _____ 20__

SIGNATURE: _____

TITLE: _____

PRINTED NAME: _____

PART G: SCOPE OF WORK

1.0 Project Description

IPC, as part of a site remediation at M-18 is required to construct an all-weather road with culverts, an intersection at the ITH, and a pre-fabricated bridge on steel piles from the Inuvik-Tuktoyaktuk Highway (ITH) to a sump near the M-18 well site located approximately 16 kilometres south of Tuktoyaktuk, Northwest Territories, Canada, and less than four kilometres west of the new Inuvik to Tuktoyaktuk Highway (ITH). The coordinates of the well are 69°17'50.6"N latitude and 133°04'34.6"W longitude.

Issued For Review (IFR) Drawings are included as an appendix to this document.

The proposed construction of these site works is currently scheduled for the spring of 2021, under winter conditions and prior to spring thaw and migratory bird season.

The Inuvialuit hold and exercise rights throughout the Inuvialuit Settlement Region that include harvesting rights and rights to economic participation in the wealth generated from this territory.

2.0 Scope of Work

IPC requires the services of a qualified civil works General Contractor, with proven experience working in Arctic environments in Northern Canada and in sensitive permafrost conditions.

The Site (Civil) Works Construction will include:

- intersection construction at the Inuvik Tuktoyaktuk Highway (approx. KM Post 128+700);
- an all-weather gravel access road from the ITH to the wellsite (approximately 4 km), including drainage culverts;
- Installation of one prefabricated bridge and steel piles for the creek crossing at KM2.2; and
- a new and expanded “cap” for the existing M-18 drilling mud sump at the site, using borrow from sources approved by the ILA.

3.0 Background

IPC is going through the regulatory processes for the Inuvialuit Energy Security Project (IESP). The Project has passed the review of the Environmental Impact Screening Committee and is in process with the Inuvialuit Land Administration and Inuvialuit Water Board. IPC has completed numerous baseline field studies to support the development of the IESP that can be made available on request and are currently available on the EISC Registry. With respect to the Site Works, IPC has sponsored or co-sponsored two geotechnical field programs (non-intrusive site reconnaissance and terrain mapping in August 2018 and geotechnical borehole drilling program in March 2020), and five environmental field studies (undertaken in 2018) of the Project Area completed by Kiggiak-EBA Consulting Ltd. In addition, a detailed ground survey of the local project area was completed by Inukshuk Geomatics in 2018. Based upon these studies, the IPC has identified a location for the highway take-off, an access road alignment, and a stream crossing location. Additional studies are required and will require completion prior to the commencement of construction.

IPC has engaged Kiggiak-EBA to prepare Issued for Construction (IFC) drawings and specifications for a Site (Civil) Works Construction Consultant (which will be sourced through this RFQ and a subsequent RFP process)

4.0 Relevant Dates

Milestone	Target Date
RFQ: Release	February 9, 2021
RFQ: Closing	February 23, 2021
RFQ: Qualified Source List Established	February 28, 2021
Negotiated Request For Proposal: Tender Release	Q2 2021
Construction Begins	Q2 2021

Note: The schedule above is for information purposes only and will be adjusted as the project progresses.

5.0 Advance Work by the Owner

.1 The design work is currently progressing.

.2 QSL Stage - The Owner intends to have facilitation events and information exchanges with the Respondents on the QSL. Details of these events and exchanges will be discussed and developed with the Respondents on the QSL.

6.0 Negotiated Request for Proposal Scope of Work

- .1 Below is a list of the expected responsibilities that will be within the Negotiated Request for Proposal. This list is subject to change and will be finalized in the negotiated request for proposal package.
 - .a Materials
 - .b Equipment
 - .c Labour
 - .d Staging
 - .e Construction Execution Planning, including detailed safety, environmental protection and emergency response plans
 - .f Lodging/Camps (off-site)
- .2 The following identifies but is not limited to the expected construction methodologies to be employed. This list is subject to change and will be finalized in the negotiated request for proposal package.
 - .a Winter Construction including 24 hr operations;
 - .b Drill, blast, excavation of materials from Borrow source(s);
 - .c Excavation and disposal of ice on and around the existing sump as per IWB requirements (TBD);
 - .d Placement and compaction of frozen fill materials; and
 - .e Supply and install of horizontal ground temperature cables in the sump cap.

