



CONTRAC SERVICES

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PACKAGE G

Owner: Government of the NWT Environment and Natural Resources Finance and Administration 700, 5102-50 Avenue Yellowknife NT X1A 3S8	Bong Ramirez	
Phone: (867) 873-7397	Fax: (867) 873-0551	

DESCRIPTION OF SERVICES REQUIRED

General Title of Contract Angevine Economic Consulting Ltd.	Term of Contract: From Jun 24, 2007 To Oct 19, 2007
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The contractor agrees to provide the following services in a manner satisfactory to the GNWT:

Angevine Economic Consulting Ltd (AECL) will provide expert consulting services to the GNWT involving the analysis of the impact of northern natural gas would likely have on the price of gas in the various North American market regions and the extent to which lower prices, because of the assumed new supply of another gas, could be expected to increase gas-fired electric generation at the expense of coal and therefore reduce greenhouse gas emissions.

AECL will utilize subcontract services of Energy and Environmental Analysis Inc. (EEA) of Arlington, VA.

All work plans and related assignments are subject to prior approval by the Deputy Minister, Industry Tourism and Investment

Fees and Expenses

Professional Fees: Gerry Angevine \$180.00/hour

Expenses:

- EEA Subcontract estimated \$13,500.00 USD
- Travel - Actual costs supported by receipts to maximum limit defined under GNWT travel procedures.
- Other approved Expenses - Actual costs plus 10%.

This contract shall not exceed \$35,000.00 CDN in value

The project manager for this contract is Peter Vician Tel: 867-920-8048

CONTRACTOR

Name of Firm Angevine Economic Consulting Ltd	GSN 0176029701	Address 104 Lake Moraine Pl. SE 1441 Acadia Drive S.E. Calgary AB Canada T2J 4G6 2Y7
Contact Gerry Angevine	Phone 403-278-6288	Fax 403-278-6288
		Email AECL@telus.net

The Contractor hereby covenants and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions outlined in all attached appendices and/or other attachments, the work described above, on or before Oct 19, 2007 for the total bid price of

Thirty Five Thousand Dollars and Zero Cents \$35,000.00

	President	Sept 1, 2007
Authorized Signature	Title	Date

OWNER ACCEPTANCE - When signed, this document becomes a Contract.

	Deputy Minister	
Authorized Signature	Title	Date



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DESCRIPTION OF SERVICES REQUIRED - CONTINUED

And this complete submission together with and subject to all the provisions contained herein, shall, when accepted and executed on behalf of The Government of The Northwest Territories as represented by the Minister of ITI (herein "The G.N.W.T.") constitute a binding contract between the Contractor and the GNWT.



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General Conditions

1. **DEFINITIONS:** In this contract
 - i. Contracting Authority means (i) a Minister or (ii) a Deputy Minister and includes a public officer who has been delegated the powers and duties of a contract officer.
 - ii. G.N.W.T. means the Government of the Northwest Territories.
 - iii. Contractor means a legal entity which has been awarded the contract.
 - iv. Work means the goods, services or construction as set out herein.
2. **APPLICABLE LAW:** This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
3. **ENTIRE CONTRACT:** This contract comprises the entire agreement between the parties and supersedes all written or oral communications, negotiations and agreements relating to the Work made prior to the date of this contract.
4. **STATUTORY CONDITION:** It is a condition of this contract that payment hereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows: "It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."
5. **INDEPENDENT CONTRACTOR:** The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, employment insurance, income tax, workers' compensation and the G.N.W.T. Payroll Tax.
6. **TIME:** Time is of the essence of this contract, both with respect to times, dates, or periods specified in the contract; and any times, dates, or periods that may be substituted for any of those in the contract, by agreement between the GNWT and the Contractor.
7. **IMPLIED TERMS:** No implied terms or obligations of any kind by or on behalf of either party to this contract shall arise from anything in the contract and the express covenants and agreements therein contained and made by the parties to this contract are the only covenants and agreements upon which any rights against the parties are to be founded.
8. **CHANGES TO THE WORK:** This contract may only be amended, extended or renewed by the written consent of the parties.
9. **SUCCESSION:** This contract shall endure to the benefit of and be binding upon the administrators, executors, successors, and assigns of Contractor and the successors and assigns of the GNWT.
10. **SEVERENCE OF TERMS:** It is intended that all provisions of this contract shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision shall be deemed severed from the remainder of this Contract and all other provisions shall remain in full force.
11. **ASSIGNMENT AND SUBCONTRACTING:** The Contractor shall not assign, transfer or sub-contract any of the Work to be done under this contract, or any part thereof, to any party without prior written consent of the GNWT. If, with the consent of the GNWT the Work or any part thereof is done by a subcontractor, the Contractor shall be fully responsible to the GNWT for the acts and omissions of the sub-contractor and all its officers, servants and agents. In the case of a proposed assignment of monies owing to the Contractor under this contract, the Contractor acknowledges that the consent in writing of the Comptroller General of the GNWT must be obtained in accordance with s.69(4) of the Financial Administration Act RSNWT 1988.
12. **WAIVER OF BREACH:** No waiver by either party of any breach of any term, condition, or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to any breach shall not affect the rights of the parties relating to other or future breaches.
13. **PERFORMANCE:** The failure of either party at any time to require the performance of any provision or requirement of this Contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
14. **NOTICE:** Any notice required to be given herein or any other communication to either party pursuant to this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail to the address on the front of this contract.
15. **GOODS & SERVICES TAX:** The GNWT certifies that the Work to be purchased by the GNWT from the Contractor will be purchased with government funds and are not, therefore, subject to the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST). Even though the Contractor will not charge GST or HST, the Contractor may be eligible to receive input tax credits with respect to any GST or HST liability incurred in providing the Work if such a refund would be available in other circumstances. It is the sole responsibility of the Contractor to determine if input tax credits are available in respect of the provision of the Work to the GNWT. The GNWT will not compensate the Contractor for any GST or HST liability incurred in the provision of the Work.
16. **WORKPLACE CONFLICT:** The parties and their employees, agents, and representatives shall observe and be bound by the Workplace Conflict Resolution Policy of the G.N.W.T. as it applies to this contract. A copy of the Workplace Conflict Resolution Policy can be found at the following website: <http://www.hr.gov.nt.ca/policy/documents/Workplaceconflictreresolutionpolicy.pdf>. The Contractor shall, upon the request of the GNWT, remove from any GNWT work site where the contract work is being performed, any person employed by it for the purposes of the contract who, in the opinion of the GNWT, has violated the Workplace Conflict Resolution Policy. The Contractor shall not permit a person who has been removed to return to that work site.

CONTRACTOR'S RESPONSIBILITIES

1. **EQUIPMENT:** The Contractor shall furnish all tools, equipment, labour, supervision, materials and other supplies and services necessary for the execution and completion of the Work, at the Contractor's sole expense, unless otherwise specified in writing to the contrary. Upon request the Contractor shall supply the GNWT with copies of any permits or approvals so required.
2. **SUBCONTRACTORS:** The Contractor shall ensure that any subcontractors engaged to perform any portion of the Work will be bound by the terms and conditions essentially the same as those in this contract, to the extent that they are applicable to the goods or services provided by the subcontractor.
3. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all codes, laws and regulations in effect at the place of the Work and the Contractor shall arrange and pay for all permits, licenses and fees required in connection with the Work. Without limiting any of the foregoing the Contractor shall take all actions required or necessary to ensure compliance by all persons employed in the performance of the Work, including the employees of the Contractor and subcontractors and their employees with the Safety Act, R.S.N.W.T. 1988, c.S-1 and the regulations enacted pursuant thereto.



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General Conditions

4. **INDEMNITY:** The Contractor shall indemnify and hold harmless the GNWT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, costs, losses, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the Contractor under this contract.
5. **RECORDS:** The Contractor shall keep proper accounts and records of this contract for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or the three years after the expiry of this contract, the Contractor, upon request of the GNWT shall produce such accounts and records.
6. **CONFIDENTIALITY:** The Contractor shall ensure that all and any information related to the affairs of the GNWT to which the Contractor becomes privy as a result of this contract, is confidential and shall be treated as confidential during and after the term of this contract and shall not be divulged, released or published without the prior written approval of the GNWT.
7. **NOTICE OF CLAIM:** The Contractor shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted, or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the service under this contract.
8. **INVOICING:** In order to obtain payment of any fees and expenses under this contract, the Contractor must submit to the GNWT an invoice in a form satisfactory to the GNWT upon completion of the Work or at other times described herein.

GNWT RIGHTS AND OBLIGATIONS

1. **BREACH OF CONTRACT:** The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the Contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the Contractor has failed to comply with or has in any way breached an obligation of the Contractor. Any such holdbacks shall continue until the breach has been rectified to the satisfaction of the GNWT.
2. **DEFAULT:** In the event that the Contractor is, in the opinion of the Contract Authority, in default in respect of any of the obligations under the Contract hereunder the GNWT may do any act it deems necessary to rectify such default and the GNWT may deduct or set off the cost of such rectification against any payment due the Contractor.
3. **SET OFF:** The GNWT may set off any payment due to the Contractor pursuant to this contract against any monies owed by the Contractor to the GNWT.
4. **TERMINATION:** The GNWT may terminate this contract at any time without penalty, upon giving written notice to this effect to the Contractor if, in the opinion of the Contracting Authority, the Contractor is unable to deliver the Work as required, the Contractor's performance of the Work is faulty, the Contractor becomes insolvent or commits an act of bankruptcy, in the event any actual or potential labour dispute delays or threatens to delay timely performance of this contract, or the Contractor defaults or fails to observe the terms and conditions of this contract in any material respect. This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the GNWT for work performed to the date of termination.
5. **PAYMENT:** Upon completion and acceptance of the Work, or any agreed upon part thereof, and provided all terms and conditions hereof on the part of the Contractor have been complied with, the GNWT shall pay each invoice from the Contractor within thirty (30) calendar days after its receipt, or thirty (30) calendar days after delivery of the Work, whichever is later. Invoices from Northern Contractors (as defined by the G.N.W.T. Business Incentive Policy, 63.02) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt of the Work, whichever is later.
6. **NON-LIABILITY:** The GNWT, its servants and agents, shall not be liable to the Contractor, its officers, servants, agents or subcontractors for any loss, damage or injury (including death) or for any loss or damage to the property of the Contractor, or property of others for which the Contractor is responsible, howsoever arising or in any manner based upon, arising from or attributable to the performance of this contract; and the Contractor waives all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the Contractor's property or property of others for which the Contractor is responsible, and in the event of any such loss, damage or injury the Contractor's Insurers shall have no recourse or right of subrogation against the GNWT.



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TERMS AND CONDITIONS FOR CONTRACTED SERVICES

1. The Contractor shall provide the services set out herein to the full satisfaction of the GNWT.
2. The Contractor shall perform the Work to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services customary to the Work.
3. The Contractor shall ensure that all persons employed or retained to perform the Work are competent to do so and are properly trained, licensed (if legally so required) and supervised in carrying out their assigned duties and tasks.
4. The GNWT may make written changes to the Work by adding to, deleting from or revising the Work so long as the changes are reasonable and do not fundamentally alter the contract and the Contractor shall comply with such changes. The Contractor shall determine how the changes are to be made.
5. The Contractor shall maintain the following insurance coverage for the duration of this contract:
 - Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof
 - Automobile Liability Insurance in respect of the Contractor's owned and leased vehicles with limits of not less than \$1,000,000 inclusive per occurrence for bodily injury, death, and damage to property.
6. The Contractor will not provide any services to any person in circumstances, that, in the reasonable opinion of the GNWT, would likely give rise to a conflict of interest between the Contractor's obligations to that person and the Contractor's obligations to the GNWT under this contract.



CONTRACT SUMMARY & COMMITMENT

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Contractor Angevine Economic Consulting Ltd		Value: \$35,000.00	
GSN 0176029701	Community Yellowknife	<input type="checkbox"/> Local <input type="checkbox"/> North <input type="checkbox"/> NWI <input checked="" type="checkbox"/> South	
Client Directorate - ITI		Holdback Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Multi-Year Contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Future Year Commitment Schedule	Fiscal Year	Amount	Current Year
Fiscal Year	Amount	Fiscal Year	Amount
Fiscal Year	Amount	Fiscal Year	Amount
Competitive <input type="checkbox"/> Competitive <input type="checkbox"/> Tender <input type="checkbox"/> RFP <input type="checkbox"/> SOA		Did BIP Affect Award? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Department File No: SC407970
Description Angevine Economic Consulting Ltd.			
Non-Competitive <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Below Tender Limits <input type="checkbox"/> Emergency <input type="checkbox"/> Only Source			
Explanation/Rationale			
Documents Received (as applicable prior to contract finalization)			
<input type="checkbox"/> Insurance		<input type="checkbox"/> WCB Letter of Good Standing	
<input type="checkbox"/> RFP Evaluation Report		<input type="checkbox"/> Contract Security	
<input type="checkbox"/> Contract		<input type="checkbox"/> BIP Summary	
<input type="checkbox"/> Other			

RECOMMENDATION/APPROVALS

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RECOMMENDED BY

Signature _____ Date _____	Signature _____ Date _____	Signature _____ Date _____

FINANCIAL COMMITMENT (When applicable)

LN	Trans Code	Doc. Ref.	Index	Costing	Sett	Object	Amount
1			263335				\$35,000.00
0	Trans Code Total				Document Total		\$35,000.00

Spending Authority Certified pursuant to subsection 44(1)(A) or 49(2)(A) of the Financial Administration Act 	Date Sept 4 / 07
Payment/Commitment Authority Certified pursuant to subsection 44(1)(B) or 49(2)(B) of the Financial Administration Act 	Date 04/09/07



SOLE SOURCE AUTHORIZATION

- ◆ This form must be completed with applicable signatures prior to initiating contracting procedures.
- ◆ Requests for Sole Source Authorization must come from the program Director or Manager.
- ◆ This form must be authorized in accordance with the departmental signing authorities for Sole Source contracts.
- ◆ **This form must be attached to the contract.**

Name of Proposed Contract: Impact of Northern Natural Gas on Prices and Greenhouse Gas Emissions

Service Contract/RS/LCA Number: SC 407970

Description of Good and Services Required: Provide expert analysis of the impact of Northern natural gas on the price of gas in North American markets and the effect of lower prices on the reduction of greenhouse gas emissions

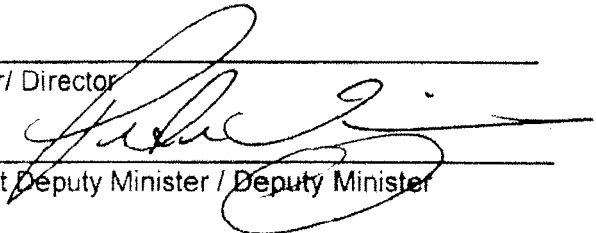
Start Date of Proposed Contract: June 24, 2007

Value of Contract: \$ 35,500.00

Identify which criteria is met: (in accordance with FAM Directive 9904 – Government Contract Regulations)

- The goods, services or construction are urgently required and delay would be injurious to the public interest. (Typically, this means something that is an emergency and the consequences of delay have significant cost implications. An inability to plan or organize ahead of time does not validate a sole-source contract.)
- Only one party is available and capable of performing the contract. (Typically, this suggests one or more of the following reasons. (please identify with justification below):
 - the work is quite unusual
 - a legal cooperative agreement exists with the contractor
 - geographic limits on the availability of materials and supplies used (eg. In construction/repair of roads)
 - to maintain security or order or to protect human, animal or plant life or health
 - prototype, experiment or original development
 - statutory monopoly
 - an absence of competition (only one business available and capable)
 - compatibility, copyright and patent rights, or to maintain manufacturers warranty)
- The contract is an architectural/engineering contract that will not exceed \$25,000. (Explanation as requested below is not necessary)

 As per DM

 Manager/ Director


 Assistant Deputy Minister / Deputy Minister

 Date
AUG 29 2007

 Date

Government of the Northwest Territories
Contract Registry Reporting System

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 [Reports](#)
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Procurement ID: PM005413

Title: Consulting Services

Procurement Information **Change Base Procurement**

Procurement Status:

Non-Comp

Reference Number:

PM005413

Reference Date:**Procurement Designation:**

Services

Procurement Process:

Sole Source procurement

Description:

Consulting Services

Sole Source Reason:

Due to absence of competition.

Originator:

HQ - Minerals, Oil and Gas

Subject to BIP:

No

Local BIP Preference:**Designated Local Community:**

Yellowknife

Department/Agency:

ITI

Administrative Contact:

Bong Ramirez, ITI/ENR Headquarters

Last Updated:

04 Sep 2007

Last Updated By:

Bong_Ramirez@gov.nt.ca

Cancel Proc

Category Information **Change Categories**

Consulting Services - General

Contract Information **Change Contracts**

Document Number	Bidder Name	Addr	Title	Start Date	Expiry Date	Contract Amount	Cc Tc
SC407970	Angevine Economic Consulting Ltd	1411 Acadia Drive S.E. Cal	Consulting Services	24 Jun 2007	19 Oct 2007	\$35,000.00	\$: