QIKIQTANI INUIT ASSOCIATION

REQUEST FOR PROPOSALS

For

STANDING OFFER AGREEMENTS FOR AUDIT SERVICES

Issue date: October 28, 2026

SOA Termination Date: March 31, 2030

Proposal Submission Deadline: 4:00 PM Eastern Time, November 25, 2026

Delivery Location is:

Qikiqtani Inuit Association
200-922 Sivumugiaq Street
Igluvut Building, 2nd Floor
Iqaluit, Nunavut X0A 3H0

e-mail: procurement@qia.ca

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1.0 GENERAL

1.1 Purpose

This Request for Proposals ("**RFP**") will create a list of qualified companies ("**Successful Proponents**") that Qikiqtani Inuit Association ("**QIA**") may enter into Standing Offer Agreements ("**SOAs**") to provide auditing services as further described in Section 3 of this RFP (the "**Services**").

The effective period for SOAs under this RFP will be the date of award to March 31, 2030.

The purpose of this RFP is to qualify consulting companies with the experience to perform audit services.

1.2 Background

QIA is the Regional Inuit Association that democratically represents over 14,000 Inuit in the 13 communities of the Qikiqtani (Baffin) region. By Article 39 of the *Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada* (the "**Nunavut Agreement**"), QIA is a Designated Inuit Organization ("**DIO**") in accordance with the Master Designation List maintained by Nunavut Tunngavik Inc. ("**NTI**") QIA is a non-profit society incorporated under the *Societies Act* (Nunavut).

QIA and its subsidiaries, Qikiqtaaluk Corporation and Kakivak Association, are involved in a wide range of advocacy, social development and economic development projects. **For certainty, this RFP is only for QIA itself and not those subsidiaries.** For more information about QIA, see qia.ca.

Proponents identified through this SOA process will respect Inuit Qaujimajatuqangit (i.e., Inuit traditional knowledge) and will work towards ensuring Inuit knowledge is applied, to the extent possible, including valuing principles that are based on Aajiiqatigiinniq (i.e., decision-making through discussion and consensus) and Piliriqatigiinniq (i.e., working together for a common purpose).

Respondents should note the following:

a) This RFP is intended for Proponents with the experience and capacity to resource strategic projects on either an 'individual' or a 'team' basis. A 'team' constitutes more than one individual from the same company resourcing a project.

b) QIA is not bound to accept only the Proposal(s) with the highest score. The purpose of this RFP is to generate a roster of qualified service providers in each field and enter into one or more SOAs with those providers. QIA will use these rostered providers starting on the date of the award notice for the SOA till March 31, 2030. The SOAs will be renewable by mutual agreement for up to two one-year extensions, for a possible maximum of five years total.

c) In an SOA, the proponent agrees to provide goods or services at prices and on terms as agreed, but QIA is not bound to purchase any particular goods or services whatsoever.

d) Any SOA with a Successful Proponent will be substantially similar to the SOA Template provided in Appendix A.

e) Specific purchases of goods and contracts for services will be by way of Service Requests. The SOAs will set out the terms under which specific Service Requests may be issued to a Successful Proponent (a "**SOA Contractor**").

f) QIA reserves the right to use other procurement methods to acquire goods and services instead of, or in addition to, contracts with SOA Contractors that may pertain to the Services and this SOA in the future.

g) QIA reserves the right to invite proposals from contractors to be evaluated for potential inclusion in the SOA arrangement during the term of the SOA.

h) Individual contracts with Successful Proponents for the Services shall arise only when a specific Service Request is issued by QIA and signed by the Proponent under the SOA. By entering into a SOA, QIA does not promise any work to any Proponent, and does not guarantee a minimum volume of Service Requests. No SOA Contractor shall acquire any legal or equitable rights or privileges for any individual contract work or services whatsoever until a specific Service Request for the work is signed. The existence of a SOA will not bind QIA to issue a specific Service Request, nor bind the Successful Proponent to accept a specific Service Request.

i) The process for issuing a Service Request is set out in the section entitled Call-Up Procedures in the SOA.

j) The following rules will apply;
    i. for services estimated at $100,000 or less, QIA may engage with any SOA Contractor at its discretion by way of Service Request;
    ii. For services greater than $100,000, QIA will engage in a public RFP process.

k) QIA reserves the right to request specific proposals from amongst any of the SOA Contractors at any time for anticipated Service Requests (for example, with respect to capacity or timing) but any such will not involve a change in price or a change in any other term of the SOA.

l) Unless notified otherwise, SOA Contractors shall be required to keep the terms of their proposals valid and open for acceptance for individual jobs for the duration of the full term of the SOA. Either party may withdraw from the SOA on thirty days written notice.

m) Every SOA and Service Request issued as a result of this RFP will be governed by the laws of Nunavut; therefore, the SOA Contractor shall be required to comply, and shall require its sub-contractors to comply, with all applicable laws, orders, rules and regulations.

The Instructions to Proponents are outlined in Section 2.0. The Proposal Requirements and Evaluation are outlined in Section 4.0.

1.3 Definitions

"**Aajiiqatigiinniq**" means decision-making through discussion and consensus.

"**Inuit Firm**" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is (a) a limited company with at least 51% of the company's voting

shares beneficially owned by Inuit, or (b) a cooperative controlled by Inuit, or (c) an Inuk sole proprietorship or partnership; and (d) able to present evidence of inclusion on NTI's Inuit Firms Registry.

"**Must**" or "**Mandatory**" means a requirement that must be met in order for a Response to receive consideration.

"**NTI**" means Nunavut Tunngavik Inc.

"**Piliriqatigiinniq**" means working together for a common purpose.

"**Proponent**" means the individual, company or firm submitting a proposal in response to this RFP.

"**Proposal**" means the response to the RFP from a Proponent.

"**Qaujimajatuqangit**" means Inuit traditional knowledge.

"**Qikiqtani Business**" means a business located in the Qikiqtani Region that is included in the Nunavummi Nangminiqaqtunik Ikajuuti ("**NNI**") registry or can otherwise provide proof of meeting NNI registry requirements.

"**Related Business**" means a Nunavut business which is either directly or indirectly owned by Qikiqtani Inuit Association.

"**RFP**" means Request for Proposals, and specifically this Request for Proposals by Qikiqtani Inuit Association.

"**Services"** means the services that are described in Section 3 of this RFP to be provided by a Successful Proponent.

"**Service Request"** means the means by which QIA will call upon a SOA Contractor to perform and be paid for specified services under the terms of the SOA.

"**SOA**" means a Standing Offer Agreement, described in s.1.1, and attached to this RFP.

"**SOA Contractor**" means a Successful Proponent who enters into a SOA.

"**SOA Termination Date**" means the date (including any modifications thereof) that marks the termination and end of the period of validity for the SOA.

"**Successful Proponent**" means a Proponent that is added to QIA's roster of Proponents qualified to enter into a SOA for the Services pursuant to this RFP.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Submission

The Proponent may submit **a hard copy and/or an electronic copy** of their Proposal. Hard copies should be in a sealed envelope or other sealed packaging, clearly marked on the outer surface with the name of this RFP. Proposals are to be submitted to:

Qikiqtani Inuit Association
P.O. Box 1340
Iqaluit, Nunavut

X0A 1H0
Attention: Jeremiah Groves, Executive Director

Email: procurement@qia.ca

In order to be considered, responses must be received before 4:00 p.m. Eastern Time on November 25, 2026.

Electronic submissions may be delivered by email to the address in this section. Hand delivered copies may be submitted to the address in this section.

2.2 Inquiries and Amendments

All inquiries concerning this RFP are to be in writing and directed to:

Qikiqtani Inuit Association
P.O. Box 1340
Igluvut Building, 2nd Floor
Iqaluit, Nunavut X0A 1H0
Email: procurement@qia.ca

Any responses, and any changes to the RFP will be posted on the QIA website. Proponents should not expect to get verbal explanations or instructions, and any such explanation or instruction will not be binding on QIA and should not be relied on by Proponents.

Proponents should check the QIA website regularly for responses to written inquiries, in the form of written amendments or clarifications ("**addenda**"). Proponents are responsible for any changes or requirements set out in any addenda to the RFP.

The deadline for submitting inquiries is November 15, 2026 at 5 PM Eastern Time.

Despite the foregoing, QIA may choose in its sole discretion not to respond, respond in whole or in part, or reformulate enquiries in whole or in part.

2.3 Requirements of Proponents

The Successful Proponents will be independent SOA Contractors and any proposed personnel will be (an) employee(s) of the Proponent. The Proponent is responsible for all federal, provincial and territorial taxes, assessments, levies, withholdings, insurance, Workers' Compensation Board ("**WCB**") premiums and other costs.

Note: Before entering into an SOA, a Successful Proponent will be required to provide QIA with proof satisfactory to QIA of insurance required in the SOA, and compliance with all federal, territorial and municipal laws applicable to the Proponent, including applicable Goods and Services Tax ("**GST**") and/or Workers' Safety and Compensation Commission ("**WSCC**") status, as well as membership CPA Northwest Territories/Nunavut. (Note: WSCC in Nunavut is not reciprocal with other jurisdictions.) However, these documents do not need to be in the Proposal itself.

2.4 Terms and Conditions

2.4.1 Submission of a Proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all of the terms and conditions of this RFP.

2.4.2 The QIA will not make any payments for the preparation of a response to this RFP. All costs incurred by a Proponent will be borne by the Proponent. QIA is not responsible for any costs, losses or damages (direct or consequential) that might be incurred by a Proponent in respect of any matter related to this RFP, including without limitation preparation and/or delivery of a Proposal, and whether or not caused by any intentional or negligent act or omission of QIA.

2.4.3 This is not an offer or tender call. QIA does not, by virtue of this RFP, commit to any award of contract, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award SOAs in any manner (or not at all) as deemed to be in QIA's best interests as determined by QIA in its sole and unfettered discretion.

2.4.4 Proponents may not amend their Proposal, and may withdraw their Proposal at anytime by providing written notice to QIA.

2.4.5 QIA has the right to cancel this RFP at any time and to reissue it for any reason whatsoever, without incurring any liability, and no Proponent will have any claim against the QIA as a result of the cancellation or reissuing of the RFP.

2.4.6 Any Proposal that does not indicate the name of this RFP, reference information, and the Proponent's name is not a compliant Proposal and will not be considered by QIA.

2.4.7 QIA will not be responsible for any Proposal that is delivered to any address other than that provided in Section 2.1 of this RFP.

2.4.8 In the event of any inconsistency between this RFP and an SOA made pursuant to this RFP, the SOA shall govern. Both this RFP and the SOA shall be governed by the laws of Nunavut and applicable laws of Canada.

2.4.9 Any resulting SOA shall be in the form of the SOA attached to this RFP as Appendix A, and it will contain the relevant provisions of this RFP and the accepted Proposal as well as such other terms as may be mutually agreed upon, whether arising from the accepted Proposal or as a result of any negotiations prior or subsequent thereto. QIA reserves the right to negotiate modifications with any Proponent who has submitted a Proposal.

2.4.10 Any amendment made by QIA to this RFP will be issued in writing and posted on the QIA website. QIA may reject any Proposal as non-responsive if it does not provide all information requested by this RFP and any addenda. QIA may waive any deficiencies considered by QIA, in its sole discretion, to be non-material. QIA may contact a Proponent any time after the submission of a Proposal for the limited purpose of clarifying information contained in the Proposal.

2.4.11 An evaluation committee will review each Proposal. QIA reserves the exclusive right to determine the qualitative aspects of all Proposals relative to the evaluation criteria. QIA has no obligation to discuss with Proponents its decisions regarding any qualitative aspects of Proposals.

2.4.12 Proposals will be evaluated as soon as practicable after the proposal submission deadline.

2.4.13 No detail of any Proposal will be made public. QIA may publish the resulting rosters of SOA Contractors.

2.4.14 By submitting a Proposal, the Proponent consents to the copying of its Proposal to facilitate its evaluation, and warrants that such copying will not violate the rights of any third parties. The Proposal and accompanying documentation submitted by the Proponents become the property of QIA and will not be returned to the respective Proponents.

After Submission of Proposals

2.5 Submitted Proposals may not be amended but may be withdrawn on written notice to QIA.

2.6 All proponents will be advised whether or not their Proposals were successful as soon as practicable.

3.0 DESCRIPTION OF SERVICE AREAS

QIA is seeking qualified Proponents to provide audit services.

The Proponents will be required to audit, on an annual basis, the non-consolidated financial statements of QIA, including separate reporting on 35-45 projects as well as the consolidated financial statements of QIA and its subsidiaries. The subsidiaries are audited separately and these statements will be provided to the Successful Proponent.

The Proponents will be required to provide these annual non-consolidated and consolidated financial statements in both English and Inuktitut.

4.0 PROPOSAL REQUIREMENTS AND EVALUATION

The Proposal shall include all the information required to score the Proposal, including the cost-competitiveness component. The Proposal will be used to evaluate the Proponent's eligibility to provide services to QIA and to be placed on the roster of service providers for audit services.

4.1 Evaluation of Proposals

Mandatory Criteria

The following are mandatory requirements. Responses not clearly demonstrating that they meet them will receive no further consideration during the evaluation process.

Mandatory Criteria	
a)	**One (1) complete Proposal** must be submitted in either hard copy format or digital format and must be delivered to the QIA contact person at the address set forth on the cover page to this RFP before the proposal submission deadline in order to be considered for the issuance of SOAs. Proposals must clearly indicate they are in response to this RFP.
b)	The Response may be in Inuktitut but must contain an English version.

Desirable Criteria

Responses meeting the mandatory requirements will be further assessed against the following desirable criteria.

Desirable Criteria	Points Available
Relevant Experience and Qualifications*	20
Demonstrated Service Area Expertise	25
References (including from QIA)	15
Quality Assurance / Methodology	10
Cost Competitiveness**	30
TOTAL POINTS AVAILABLE	**100**

* For regulated professions and occupations individuals must be licensed to offer their services in Nunavut, and the proposal must clearly state the details of each license.

** The cost competitiveness component is subject to adjustments for Inuit Firm, Qikiqtani Business or Related Business Status.

To be successful, a Proponent must score sixty (60) points or higher in their overall score.

All Proposal ratings will be confidential and will not be made public. No details will be released about other Proponent's Proposals.

4.1.1 Relevant Experience and Qualifications

This section contains two components: corporate experience and the experience and expertise of individual team members proposed (see also Appendix B: Proponent Qualification Summary).

A. <u>Proponent Corporate Experience in Audit Services (maximum one (1) page)</u>

Describe the Proponent's organizational capacity to provide the audit services. In your description include:

a) A summary overview of the Proponent's organization describing the number of years in business; types of resources; and types of organizations you have provided audit services to within the last five (5) years since the date of the Proposal;
b) The number of years from the date of your Proposal providing audit services;
c) The number of Proponent's full time and part-time employees that are providing audit services as of the date of Proposal;
d) Information about any certifications, training and policies you have in place to keep current in the field.

B. Proponent's Individual Team Member Experience In Audit Services (maximum two (2) pages per team member)

The Proposal should present the principal members of the proposed team, including their roles and responsibilities, their experience and qualifications, and their ability to provide the Services. Information provided for each should include:

- Name,
- Education,
- Licensing, certification and/or authorization (note that for regulated professions and occupations, individuals must be licensed to offer their services in Nunavut, and the Proposal must clearly state the details of each license),
- Recent employment history and description of relevant experience,
- Any prior experience working:
  - with QIA itself, its policies, values and practices,
  - with Inuit organizations,
  - in the communities of the Qikiqtani Region
  - with Inuit culture and language, including working with translators and interpreters,
  - in the north, and
  - with other indigenous organizations.

Proponents should identify any proposed team member who has previously worked on QIA projects.

4.1.3 Demonstrated Audit Service Expertise

Using Appendix B, Proponents must provide specific details about audit services provided.

Proponents should include the following information in their examples (but not limited to):

- Name of Client Organization,
- Scope of example,
- Details of value and impact to the client,
- Key success factors, challenges, and final outcomes,
- Respondent's specific role and level of Respondent's involvement,
- Length of engagement, and
- Client contact information for reference.

4.1.4 References

As part of the evaluation of the Proposal, QIA may review the references of the Proponent and the Proponent's team from other clients. A minimum of one (1) **independent** reference (that is, from someone other than the Proponent or someone on the Proponent's team) must be provided in the submission as part of the Demonstrated Expertise examples as set out in Appendix B. QIA will consult its own records and staff with respect to work the proponent has done for QIA and take that into account in the scoring.

4.1.5 Quality Assurance / Methodology

The Proponent should describe their quality assurance process designed to ensure that consistent high-quality work is provided. The following contents may be included, though are not required:

i. Planning approaches to projects;
ii. Communication, including verbal and written communications, with clients ;
iii. Conducting meetings;
iv. Completing work required, including for example, performing necessary research, drafting documents, revising documents, and providing advice;
v. Managing documents created during projects;
vi. Checking the overall quality level of completed projects; or
vii. Any other relevant areas the Proponent believes is important in demonstrating a comprehensive and proven quality assurance system or any other aspects of their methodology that are key contributors to the Proponent's approach to service delivery.

4.1.6 Cost Competitiveness

The Proposal should provide

- Hourly and/or daily rates for each team member, including subcontractors;
- Flat rates for particular services (if any);
- Rates for travel time, if any; and
- Any other rates, charges or discounts.

Amounts must be stated in actual dollars and cents, exclusive of GST, and expressed in Canadian funds. The rates must remain valid through the period of the SOA, including the possible extensions.

The Proposal should include an outline of the preferred billing arrangements, if any, and may include a description of a standard invoice. QIA reserves the right to require the use of a minimum standard invoice format at a future date.

Cost competitiveness will be evaluated in the following manner.

- Daily rates for all proposed team members will be combined and an average rate determined.
- The Proponent with the lowest daily rate receives all the points allocated cost competitiveness, and all others are awarded points based on the following formula:

$$\frac{Lowest\ Rate}{Proponent's\ Rate\ *\ Points\ Allocated}$$

4.1.7 Adjustment

Consideration will be given to the Proponent's Inuit and local status. Adjustments will be made to the cost competitiveness score as follows:

(a) Inuit Firm status, an adjustment of up to 5%;

(b) Qikiqtani Business status, an adjustment of up to 5%;

(c) Related Business status, an adjustment of up to 5%.

It is up to the Proponent to provide evidence of claimed status.

5.0 TERMS OF PAYMENT

The Proponent shall be compensated for Services provided in accordance with the terms and conditions of the SOA, and the Service Request.

[Remainder of page intentionally left blank. Signature Page follows]

Appendix A: Standing Offer Agreement Template

STANDING OFFER AGREEMENT
(the "**Agreement**")

FOR AUDIT SERVICES 2026-2030

THIS AGREEMENT is made as of the date it is fully executed below, and dated for reference [Insert date here].

BETWEEN:

QIKIQTANI INUIT ASSOCIATION, a society incorporated under the laws of Nunavut, having its head office in Iqaluit, Nunavut having an address of:

PO Box 1340
Iqaluit, NU X0A 0H0
Fax: (867) 979-3238
Email: info@qia.ca

,
(hereinafter referred to as "**QIA**")

-- and --

[Insert Company name here], a [corporation/sole proprietorship] having an address of:

[Insert address here]
(hereinafter referred to as the "**Contractor**")

WHEREAS

QIA represents Inuit of the Qikiqtani region of Nunavut, and the QIA Executive Director (the "**Executive Director**") is responsible for overseeing the administration, programs and strategic plan of QIA;

QIA requires the services of consultants from time to time, and on October 22, 2026 issued a request for proposals for Standing Offer Agreements for Audit Services (the "**RFP**");

The Contractor provided a detailed proposal (the "**Proposal**") outlining its ability to provide audit services, and was a Successful Proponent under the RFP;

This Agreement is in the form prescribed under Appendix A of the RFP and as such, all terms and conditions of the RFP apply to this Agreement; and

QIA wishes to retain the Contractor to provide certain specific services and perform specific tasks for the Executive Director as described herein, and the Contractor wishes to provide the specific

services and to perform the specific tasks as described as aforesaid, on the terms and subject to the conditions specified herein.

THEREFORE, QIA and the Contractor agree as follows:

Services

1. The Contractor will supply audit services (the "**Services**") from time to time, which Services will be specifically set out in a Service Request agreed by both parties, the form of which is attached hereto as Schedule A.

2. No goods or services will be provided and no payments will be made except as set out in a Service Request signed by the parties. QIA does not promise the Contractor, and does not guarantee a minimum volume of Service Requests. The Contractor has no legal or equitable rights or privileges for any individual contract work or services until a specific Service Request for the work is signed.

3. The Services provided by the Contractor shall be provided in a professional manner, of a high grade, nature, and to a standard no less than that promised in the Proposal, industry standards of the Contractor's field, and in accordance with and subject to the terms of this Agreement. The Services shall be performed in a timely manner and shall meet deadlines agreed between the Contractor and QIA.

4. The Services are subject to inspection and acceptance by QIA. Inspection and acceptance of the Services by QIA do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Agreement. QIA may reject any work that does not reasonably meet the requirements of this Agreement. QIA may require the Contractor to correct or replace the Services at the Contractor's expense.

5. The Contractor may not assign this Agreement, delegate the performance of the Services, or subcontract to agents and subcontractors not named in the Proposal without the prior written consent of QIA. Any such assignment shall not relieve the Contractor from any obligation under the Agreement and it does not impose any liability on QIA.

Call-Up Procedure

6. The Contractor will not provide services, and QIA will not pay for services, except as provided for in a complete Service Request. The Service Request is not complete unless it includes:
    i. the scope of work, or description of the deliverable,
    ii. total price,
    iii. timing or deadlines,
    iv. contractor's personnel assigned to the task,
    v. the name of the person in QIA to whom the Contractor reports, and
    vi. is signed by both parties.

7. The Contractor's work will be performed and billed in accordance with the following documents, and in case of a conflict, in the following order:

i. The Service Request, and
ii. This Agreement.

8. The Contractor shall report to the QIA staff person named in the Service Request. The Contractor shall provide written and verbal reports of their activities as requested, and shall participate in regular meetings with QIA personnel, agents, and other QIA contractors as directed by the Executive Director from time to time.

9. The Service Request may be amended or extended provided all amendments are in writing and signed by the parties, and in such a case any terms not expressly changed will continue to apply.

Term and Termination

10. This Agreement is effective as of the date this Agreement is fully executed and shall continue until March 31, 2030.

11. This Agreement may be extended for a maximum of two (2) additional one-year terms by written agreement with both parties.

12. Either party may terminate this Agreement on thirty (30) days written notice. If, at the time of such notice, QIA and the Contractor are parties to a Service Request for which work is not complete, the Contractor must complete the work unless QIA directs otherwise.

13. If the Contractor defaults in carrying out any of its obligations under this Agreement or a Service Request, QIA shall notify the Contractor of its default. If the Contractor does not cure the default in thirty (30) days, QIA may terminate the Agreement for default. In the event of such default, QIA shall be entitled to withhold payment of any amounts otherwise due to Contractor in a sufficient amount to set-off against any damages caused to QIA as a consequence of Contractor's default.

14. QIA may terminate this Agreement immediately upon notice to the Contractor in the event that the Contractor:
    a. becomes insolvent or admits its inability to pay its debts generally as they become due;
    b. becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) days or is not dismissed or vacated within forty-five (45) days after filing;
    c. is dissolved or liquidated or takes any corporate action for such purpose.
    d. makes a general assignment for the benefit of creditors; or
    e. has a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15. QIA may in its discretion order work to stop on any Service Request on 14-days notice, and the Contractor will stop the work. QIA reserves the right to terminate without notice if circumstances require.

16. Except by prior written agreement, QIA will not pay for Services rendered after the termination of this Agreement. Except by prior written agreement, QIA will not pay for Services rendered pursuant to a Service Request after that Service Request has been terminated.

17. Termination of this Agreement or termination of a Service Request shall not affect the provisions under Sections 24 to 35, which shall survive any such termination.

Payment

18. The Contractor will be paid for the Services pursuant to the specific prices set forth in its Proposal, attached hereto as Schedule B (the "**Prices**"). Goods and Services Tax ("**GST**") shall be in addition to the Prices. The Contractor's rates are fixed for the term of this Agreement.

19. No payment will be made for remedying errors or omissions for which the Contractor is responsible.

20. Excepting GST, QIA will not withhold, be responsible for or indemnify the Contractor for any other taxes in respect of such remuneration.

21. The Contractor warrants that it is a GST registrant and agrees to remit all GST charged on its invoices to Canada Revenue Agency in a timely manner, and will be solely responsible for any other taxes whatsoever levied upon the Contractor in respect of the Services.

Insurance

22. The Contractor shall maintain at its own expense the following insurance:

    a. Where available, professional liability insurance with limits of not less than one million dollars ($1,000,000.00) per claim; or

    b. Where no professional liability insurance is available, commercial general liability insurance with limits of not less that one million dollars ($1,000,000.00) inclusive per occurrence for bodily injury, death, and damage to or loss of use of property;

    c. Nunavut Workers Compensation and Safety coverage. Coverage from another province or territory is not effective in Nunavut.

23. The Service Request may establish higher insurance coverages.

Confidentiality and Ownership of Information

24. The Contractor recognizes and acknowledges that QIA possesses certain confidential information that constitutes a valuable, special, and unique asset and that the Contractor may acquire confidential information in the course of the performance of this Service Contract . The Contractor agrees that they shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential information of QIA, and that if they are not sure if information is confidential, they will ask QIA. The obligations under this section do not apply to any information where that information:

a. Is publicly available from a source other than the other Party;

b. Is rightfully obtained by the Contractor on a non- confidential basis from a third party; or

c. Is developed by a Party without the use of the information of the other Party.

25. The Contractor will protect personal information it acquires in the performance of the Services, and will comply with the *Canada Personal Information Protection and Electronic Documents Act.* If the Contractor is not sure if information is personal information or not, the Contractor will ask QIA.

26. Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the Contractor in performing the Services (the "**Property**") shall vest in QIA and the Contractor hereby absolutely assigns to QIA the copyright in the Property for the whole of the term of the copyright. The Contractor shall ensure that its contractual relations with employees and subcontractors preserve and protect the intellectual property rights of QIA.

27. At the request of QIA, the Contractor shall provide to QIA a written permanent waiver of moral rights as defined in the *Copyright Act*, R.C. 1985, c. C-42 in a form acceptable to QIA from every author that contributed to the Material.

28. The Contractor shall execute any document relating to intellectual property as QIA may require.

29. The Contractor agrees that upon termination of this Agreement, the Contractor will return to QIA all drawings, reports, blueprints, notes, memoranda, specifications, designs, writings, software, devices, documents and any other material containing or disclosing any confidential or proprietary information of QIA or created for QIA pursuant to this Agreement, and shall not retain any copies of such materials without the express written consent of QIA.

30. The Contractor further agrees that any and all Inuit Qaujimajatuqangit ("**IQ**") it collects is both confidential information as described in s.22 above, and the intellectual property of the holder of that IQ. The Contractor shall not make use of IQ it collects during the Services for any purpose other than the performance of the Services for QIA.

General Indemnification and Remedies

31. If the Contractor engages in negligence, wilful misconduct, or breaches this Agreement and QIA or any director, officer, employee, agent, or representative of QIA ("**Indemnities**") pay

out any costs arising out of or connected to that negligence, wilful misconduct or breach, the Contractor shall reimburse QIA and its Indemnities for those costs. The Contractor shall not settle any matter without QIA's or its Indemnitees' written consent.

32. The rights and remedies provided by this Agreement are in addition to and not in substitution for any other rights and remedies available at law.

33. No failure or neglect of either Party in any instance to exercise any right, power or privilege under this Agreement or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either Party must be contained in a written instrument signed by the party providing the waiver and, in the case of QIA, by the Executive Director or other person duly authorized by QIA.

34. Any applicable statute of limitations runs from the date QIA discovers the non-compliance with this Agreement.

35. The Contractor specifically acknowledges and agrees that the remedy at law of damages for any breach of this Agreement will be inadequate, and that QIA, in addition to any other relief available to it, shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damage, and the Contractor hereby expressly consents to QIA obtaining from a court of competent jurisdiction any temporary or permanent injunctive relief in the event of any breach of this Agreement.

Representation and Warranties

36. The Contractor warrants that:

a. It is competent to perform the Services;

b. It has everything necessary to perform the Services, including the resources, facilities, technology, equipment, and materials;

c. It will comply with all applicable law and health directives while performing the Services;

d. It will obtain all necessary licenses before the Services start, and maintain those licenses;

e. It will perform the Services diligently and efficiently;

f. It will comply with all QIA rules, regulations, policies, and procedures of which it has been made aware in its provision of the Services;

g. It will maintain complete and accurate records relating to the provision of the Services under this Agreement, in such form as QIA shall approve. During the term of

this Agreement, upon QIA's written request, Contractor shall allow QIA or QIA's representative to inspect and make copies of such records; provided that QIA provides Contractor with advance written notice of the inspection, and any such inspection shall take place during regular business hours;

h. The Contractor warrants that it is a GST registrant and agrees to remit all GST charged on its invoices to Canada Revenue Agency in a timely manner, and will be solely responsible for any other taxes whatsoever levied upon the Contractor in respect of the Services.

i. The Contractor's agreement to perform the Services pursuant to this Agreement does not violate any agreement or obligation between the Contractor and a third party; and

j. The Services as delivered to QIA will not infringe any copyright, patent, trade secret, or other proprietary right held by any third party.

37. The Contractor shall, during and after termination of the Services, upon reasonable notice, furnish such information and proper assistance to QIA as may reasonably be required by QIA in connection with the Services performed by the Contractor. Any such further assistance requested by QIA following termination shall be furnished at levels of reasonable compensation, taking into consideration the Prices paid pursuant to this Agreement, and the nature and scope of the additional services requested by QIA. The terms and provisions of this Agreement, except as to the definition of the Services and the Prices, shall continue to apply in respect of such further assistance.

Relationship of Parties

38. The Contractor is an independent contractor of QIA. Nothing in this Agreement shall be construed as creating a partnership or joint venture between them or providing a guarantee of future engagement, or as a limitation upon QIA's sole discretion to terminate this Agreement at any time without cause. The Contractor further agrees to be responsible for all of the Contractor's federal, provincial and territorial taxes, assessments, levies, withholdings, insurance, and other costs in respect of the Contractor's own employees and obligations to its agents and subcontractors. The Contractor shall provide QIA with reasonable proof of the payment of its own employees, agents and subcontractors at the reasonable request of QIA. The Contractor and its personnel have no authority to commit, act for or on behalf of QIA or to bind QIA to any obligation or liability.

39. The Contractor and its personnel shall not be eligible for and shall not be eligible to participate in any employee benefits or compensation plans offered by QIA to its employees, including, without limitation, any payment under any employment standard legislation. QIA shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Contractor's personnel. The Contractor is responsible for these withholding, remitting,

and registration obligations, and shall indemnify QIA from and against any order, penalty, interest, taxes, or contributions that may be assessed against QIA due to the failure or delay of QIA to make any such withholdings, remittances, or registration, or to file any information required by any law, and shall be solely responsible for the payment of all taxes, unemployment insurance contributions, and all similar taxes and fees relating to the fees earned by the Contractor hereunder.

40. The Contractor is free to engage in other independent contracting activities, provided that the Contractor does not engage in any such activities which are inconsistent with or in conflict with this Agreement or the best interests of QIA, or that so occupy the Contractor's attention as to interfere with the proper and efficient performance of the Services, as determined by QIA in its sole discretion. The Contractor agrees not to induce or attempt to influence, directly or indirectly, any employee or agent of QIA to terminate his/her employment or services and work for the Contractor or any other person.

Notices and Reporting

41. For all notices, reporting and communication for this Service Contract, the contact information is as follows:

    The QIA contact is [name] [email] [[phone][postal address]

    The Contractor contact is [name] [email] [[phone][postal address]

42. The parties will exchange all written communications by email. The parties will send written communications by post only if requested by the recipient or in the event of email failure. Service will be effective on the 10th business day following the giving of the written notice to Canada Post for delivery.

43. The parties will keep each other advised of any change of contact information, including contact person.

Time of the Essence

44. Time is of the essence. The Contractor shall perform the Services at or by the times set out in the Service Request.

Miscellaneous

45. Headers in this Agreement are for information only.

46. This Agreement shall be to the benefit of and shall be binding upon the parties hereto and their respective legal administrators, successors and permitted assigns.

47. This Agreement shall be governed by and construed in accordance with the laws of the Territory of Nunavut and the federal laws of Canada applicable therein. The parties agree irrevocably to conform to the exclusive jurisdiction of the Courts of Nunavut.

48. If any Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason, that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Section or portion thereof shall be severed from the remainder of this Agreement.

49. All amendments and extensions to this Agreement shall be effective only when confirmed in writing between the parties, and signed by the Executive Director of QIA or his designate. In case of amendment or extension, all terms and provisions not expressly mentioned shall continue to apply.

Agreement May be Signed in Counterparts and Delivered Electronically

50. This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall be deemed to be one instrument.

51. Signed counterparts to this Agreement may be delivered by facsimile or PDF or such similar device, and that the reproduction of signatures by facsimile, PDF, or such similar device will be treated as binding as if originals. Each party undertakes to provide the other party with a copy of the Agreement bearing original signatures on demand.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties have hereby duly executed this agreement:

Per: QIKIQTANI INUIT ASSOCIATION

_____	_____
Name	Title
_____	_____
Signature	Date

Per: [Name of Contractor]

By signing, I confirm that I am authorized to enter into this Agreement on behalf of the Contractor, and do so.

_____	_____
Name	Title
_____	_____
Signature	Date

SCHEDULE A TO THE STANDING OFFER AGREEMENT
SERVICE REQUEST AGREEMENT
(the "**Contract**")

This Contract is made as of the date it is fully executed below and is dated for reference [insert date].

Between:

Qikiqtani Inuit Association, a society incorporated under the laws of Nunavut, having its head office in the City of Iqaluit, Nunavut, having an address of:

200-922 Sivumugiaq St
Iqaluit, NU X0A 0H0
Fax: (867)979-3238
Email: rstevenson@qia.ca

(hereinafter referred to as "**QIA**")

- and -

[Insert contractor name here]
[Insert contractor address here]
[Insert contractor phone/fax here]
[Insert contractor email here]

(hereinafter referred to as the "**Contractor**")

Statement of Purpose:

A. QIA wishes to retain the Contractor to provide certain specific services and to perform specific tasks set out below.

B. This Contract is the form prescribed under a schedule to the Standing Agreement entered into between the Contractor and QIA on [date] in response to a proposal made to QIA's Request for Proposal for Standing Offer Agreements for Audit Services (the "**RFP**") and as such, all terms and conditions of that Service Agreement apply to this Contract.

1. The Services

1.1. The Contractor will supply the Services (the "**Services**") set out in Appendix A to this Contract.

1.2. The Services provided by the Contractor shall be provided in a professional manner, of a high grade, nature, quality to the reasonable satisfaction of QIA, and to a standard no less

than that promised in the Proposal, industry standards of the Contractor's field, and in accordance with the terms and subject to the terms of this Contract. The Contractor shall use personnel of required skill, experience, and qualifications. The Services shall be performed in a timely manner and shall meet deadlines agreed between the Contractor and QIA.

1.3. The Contractor may not assign this Contract, delegate the performance of the Services, or subcontract to agents and subcontractors not named in the Proposal without the prior written consent of QIA. Any such assignment shall not relieve the Contractor from any obligation under the Contract and it does not impose any liability on QIA.

2. The Term

This Contract begins on [insert date] and ends on [insert date].

3. Payment

3.1. QIA will pay the Contractor pursuant to the prices (the "**Prices**") set out in Appendix B to this Contract, minus any costs QIA has paid in advance, for satisfactorily performing the Services. The Contractor shall charge Goods and Services Tax ("**GST**") in addition to the Prices. The Contractor's rates are fixed for the term of this Contract.

3.2. QIA will not pay for remedying errors or omissions for which the Contractor is responsible. The Contractor must remedy any errors or omissions for which it is responsible at its own cost.

4. Amendments

The Parties may amend or extend this Contract if all amendments are in writing and signed by the authorized representatives of the Parties.

5. Notices and Reporting

5.1. The Parties shall exchange all written communications by email. The Parties will send written communications by mail only if requested by the recipient or in the event of email failure. Mailed communications are deemed received on the 10th business day following delivery of the written communication to Canada Post.

5.2. The contact information for all notices, reporting and communication for the Parties of this Contract are as set out in the preamble of this Contract, above.

5.3. The Parties shall keep each other advised of any change to contact information, including contact person.

6. Counterparts

6.1. The Parties may execute this Contract in counterparts, each of which so executed shall be deemed to be an original, and the counterparts together shall be deemed to be one instrument.

6.2. The Parties may deliver signed counterparts to this Contract by PDF, facsimile or similar electronic device. The reproduction of signatures by PDF, facsimile or similar electronic device shall be treated as binding as if originals. Each Party shall provide to the other Party an original signed Contract if requested by the other Party.

[The balance of this page is deliberately left blank. Signature lines are on the following page.]

Appendix A to Service Request:
Description of Services

[Project name]

Scope of Work and Deliverable(s):

The Contractor will provide the Services listed: [...].

[Include timeframes]

Personnel:

[Include billing details and positions (e.g., senior analyst)]

Appendix B to Service Request:
Prices

The Total Price in payment for Services shall not exceed a total of $[value], including GST.

[insert breakdown of Prices]

SCHEDULE B TO THE STANDING OFFER AGREEMENT:
PAYMENT

Rates of payment for Personnel identified in Service Request. (Note: No payment will be made for personnel not named in Service Request.)

[Insert personnel and rates here]

Travel Rate: 50% of the applicable rate to a maximum of 8 hours in a day.

Days delayed while on travel in Nunavut due to weather: $1,600 per day.

Hardbound reports: $75 per document and any additional associated courier fees etc.

Invoices are payable within 30 days of receipt, with interest owing and payable on any overdue amount at the rate of 2% per month.

Meals and incidental expenses during work-related travel in Nunavut will be by per diem at QIA standard rates, set out below, and changed by QIA from time to time.

Breakfast	$30.00
Lunch	$40.00
Dinner	$85.00
Incidentals	$20.00
TOTAL	$175.00
Billets (Private Accommodation)	$225.00 per night

All other disbursements must be authorized in advance by QIA, and will be reimbursed without markup on production of receipts.

Appendix B – Proponent Qualification Summary

A. Overview

Requested Service:			
Respondent's Name:			
Office Address:			
Contact for projects arising from this RFP	**Name**	**Phone Number**	**Email Address**

B. Proponent Corporate Experience in Audit Services
(maximum length 1 page)

Describe the Proponent's organizational capacity to provide the audit services. In your description include:

e) A summary overview of Proponent's organization describing the number of years in business; types of resources; and types of organizations you have delivered audit services to within the last five (5) years of the date of Proposal.
f) The number of years from the date of your Proposal providing audit services.
g) The number of Proponent's full time and part time employees that are providing audit services as of the date of Proposal.
h) Information about any certifications, training and policies you have in place to keep current in the field.

C. Proponent's Individual Team Member Experience In Audit services
(maximum 2 pages per Team Member)

The Proposal should present the principal members of the proposed team, including their roles and responsibilities, their experience and qualifications, and their ability to provide the services. Information provided for each should include:

- Name
- Education
- Licensing, certification and/or authorization
- Recent employment history and description of relevant experience
- Any prior experience working
    - With QIA itself, its policies, values and practices
    - with Inuit organizations
    - in the communities of the Qikiqtani Region
    - with Inuit culture and language, including working with translators and interpreters
    - in the north, and
    - with other indigenous organizations.

QIKIQTANI INUIT ASSOCIATION

SOAs FOR CONSULTING AND PROFESSIONAL SERVICES

If a proposed team member has worked on QIA projects before, those should be identified, and if not, at least one of the letters of reference included in the proposal should mention the person.

Each team member's bio/cv has a maximum of two pages.