



CONTRACT FOR SERVICES

Reference Number	SC 487838	
24, 2007	Page 1 of 4	Attachments 0

PACKAGE H

Owner
 Government of the Northwest Territories
 Industry, Tourism and Investment
 Shared Services Centre
 806-8102-50th Avenue
 Yellowknife NT X1A 3S8

k Maddeaux

Phone: (867) 873-7582

Fax: (867) 873-0550

DESCRIPTION OF SERVICES REQUIRED

General Title of Contract Consulting Services	Term of Contract From Jun 5, 2007 To Oct 18, 2007
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The contractor agrees to provide the following services in a manner satisfactory to the GNWT:
 Matthews Energy Consulting will provide the GNWT with consulting services towards the development of a Northern Energy Resource Communications Strategy.
 Work will be carried out under the direction of the Deputy Minister of Industry Tourism and Investment and in general alignment with the proposed letter dated June 5, 2007 from Matthews Energy Consulting

Fees and Expenses

- Consulting advise - Doug Matthews \$800.00/day
- Expenses - Travel - actual costs, supported with receipts, not to exceed GNWT duty travel allowances
- Other Expenses - Prior approved expenses - actual costs plus 10%

This contract shall not exceed \$30,000.00 CDN in value

The project manager for this contract is Peter Viclan Tel: 867-426-8048

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.

CONTRACTOR

Name of Firm Matthews Energy Consulting	GSN 174461101	Address 1788 80 Point McKay Crescent NW Calgary AB T3B 3W4
Contact Doug		
Phone 403-838-1301	Fax 403-283-4539	Email matthews.energy@gmail.com

The Contractor hereby covenants and agrees to execute and complete, in a workmanlike manner, in accordance with the terms and conditions outlined in of attached appendices and/or other attachments, the work described above, on or before Oct 18, 2007 for the total bid price of

Thirty Thousand Dollars and Zero Cents

\$30,000.00

[Signature]
 Authorized Signature

[Signature]
 Title

[Signature]
 Date
Aug 30/07

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

[Signature]
 Authorized Signature

DIRECTOR FINANCE
 Title

[Signature]
 Date
Aug 30/07



CONTRACT FOR SERVICES

Reference Number	SC 407936	
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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 ensure 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.
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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/Workplaceconflictrsolutionpolicy.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.



CONTRACT FOR SERVICES

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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 CHANGE ORDER

Reference Number	CC 408686
Date	Page
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Contract No: **SC 407936** Project No: **PM005389**

Change Order No: **One**

Project Name: **Consulting Services**

Project Location: **Calgary**

Contractor: **Matthews Energy Consulting**

Mailing Address: **1708 80 Point McKay Crescent NW, Calgary, AB, T: 403-838-1301, F: 43-283-4539**

THE ABOVE CONTRACT IS TO BE CHANGED AS FOLLOWS:

This contract change order is established to increase the total dollar amount in this contract by an additional \$ 2,149.50 do to additional work being performed.

All other terms and conditions in this Service Contract shall remain unchanged

If you're in agreement with this contract change order then please sign and date in the contractors signature area and fax this document back to Rick Maddeaux at fax number 867-873-0550

Don't hesitate to contact me should you have any questions Tel: 867-873-7582

Contract amount to be	Change in completion dates	From	To
Increased by <input type="checkbox"/> Decreased by <input type="checkbox"/>			
Original Contract Amount	Total Additions	Total Deductions	Revised Contract
\$30,000.00	\$2,149.50		\$32,149.50

Acceptance Signatures

Contractor's name (please print): **DOUG MATTHEWS** Position Title: **Consultant**

Contractor's signature: *[Signature]* Date: **Oct 24/07**

Owner's name (please print): **Rick Maddeaux**

Owner's signature: *[Signature]* Date: **Oct 24/07**

Trans Code	Des. Ref.	Notes	Costing	Self	Object	Amount
	407936	262835				\$2,149.50

Spending Authority Certified pursuant to subsection 44(1)(A) or 49(2)(A) of the Financial Administration Act

[Signature] Date: **24/10/07**

Payment Commitment Authority Certified pursuant to subsection 44(1)(B) or 49(2)(B) of the Financial Administration Act

[Signature] Date: **24/10/07**

Rick Maddeaux

Deb Archibald
Wednesday, October 10, 2007 12:47 PM
Rick Maddeaux
RE: Matthews energy

and get back to you.

al Message-----

Rick Maddeaux
Wednesday, October 10, 2007 12:44 PM
Deb Archibald
cc: Matthews energy

vice contract with Matthews Energy was established for 30K and we have overspent the committed amount by \$
9,500.
There be any more invoices coming through, or is this it.

Rick Maddeaux

To: Deb Archibald
Subject: Matthews energy

A service contract with Matthews Energy was established for 30K and we have overspent the committed amount by \$ 2,149.50
will there be any more invoices coming through, or is this it.
Rick



AUG 30 2007

Mr. Doug Matthews
Matthews Energy Consulting
1005 – 80 Point McKay Cr. N.W.
CALGARY, AB T3B 4W4

Dear Mr. Matthews:

Promotional Speaking Tour & CD – “Gas is Green”

Further to your proposal letter of June 5, 2007, please find enclosed a contract for your signature and return to this office. Please also submit an invoice for all work that you have performed to date.

Thank you for your assistance, and I look forward to the successful completion of the contract.

Sincerely,

Peter Vician
Deputy Minister

Enclosure

Send by PDF
to Doug
Aug 30/07

MODE:F ACTION:

ID- L1 Ver 4.14

---Document Li Inquiry---

01 Region: 1 Document: SC-407936-01 NORTHERN ENERGY RESOURCE STRATEGY
 02 GSN: 1-744-911-01 ---Financial Coding---
 Name: Matthews Energy Consulting 13 Index: 263335
 Address: 1708-80 Point McKay Crescent NW 14 Reg-Area:1-1
 15 Program: 63
 03 Batch: 1-63-24-281 AUG/2007 Text Lines: 0 16 Activity:255
 04 B/S: 11- 0 G/L: 4200 Commitments/Encumbra 17 Costing: 6302-371-000
 05 Terms: 0.00- 0-30 Holdback %: 0 Rollover: 0 18 Acc-Task 000-0000
 06 Disp?: Handling: Deleted?: N 19 Settlmnt:151
 -----Dates----- 20 Project: 000-000-0
 07 Reference: - - 10 Created: 04/SEP/2007 21 Order: 000000
 08 Subsidiary: 11 Updated: 04/SEP/2007 22 Vote: 01
 09 Treasurers:0 - 12 Action: 05/JUN/2007 23 Object: 3-550

	Original	Revised	Cleared	Balance
24 To March 2006:	\$0.00	\$0.00	\$0.00	0.00
25 Fiscal 2007:	0.00	0.00	0.00	
26 Prior Month End:	30,000.00	30,000.00	-20,800.00	
27 Current MTD:	0.00	0.00	0.00	
28 Current Total:	\$30,000.00	\$30,000.00	-\$20,800.00	9,200.00

Enter: TR for transactions TX for text lines

June 5, 2007

Mr. Peter Vician
Deputy Minister
Industry, Trade & Investment
Government of NWT
Box 1320
Yellowknife, NT

Dear Mr. Vician;

Re: Promotional Speaking Tour & CD – “Gas is Green”

Further to our recent discussions, I am pleased to provide you with this proposal for the development of a promotional speaking tour and CD for the department on the subject of the environmental benefits of northern natural gas.

It is my understanding that the department wishes to promote the use of northern gas as an energy source for electricity generation in southern Canada and the United States. As we discussed, the current high prices for natural gas have led to the increasing use of coal for electricity generation, to the detriment of the climate in general, and our northern climate in particular, given the high greenhouse gas emissions associated with the use of coal.

Should northern gas supplies be brought to southern markets in sufficient volumes, the price should fall, making that gas economically competitive with coal.

I would therefore propose for your consideration the following:

I will develop a public presentation, roughly twenty five minutes in length, for Minister Bell to use this September that will outline the impacts of climate change on the north, both now and in the future; show the environmental benefits of natural gas in electricity generation; provide third party economic analysis of projected northern gas flows to markets and their impacts on pricing; and raise and address in a preliminary manner, the public policy issues that will

need to be addressed to help realize the goal of additional northern gas reserves.

The presentation will include both speaking notes and a sophisticated visual backup.

I will work with a number of agencies in southern Canada and the United States to develop a speaking tour for Minister Bell that will likely include Ottawa, Toronto, Vancouver, Washington, D.C., New York, Boston, Dallas and several California venues.

In each city, we will arrange for a formal speaking opportunity with both an industry association and an academic institution as well as meetings with appropriate politicians. The American meetings will be arranged with the support of the Canadian Embassy in Washington and the respective consular offices throughout the U.S.

In addition, the minister will meet with local press, both at the editorial board and reporter levels. These meetings will be arranged with the assistance of Brian Kennedy of the Can-Am Group.

Following the speaking tour, the presentations will be revised to reflect public response and will be reformatted in the form of a CD for ongoing use by the department. In addition, speaking notes will be provided for the use of GNWT ministers and senior officials of the new government.

Elements of the Workplan

Assuming your approval, my work could begin in late June and would require 8 days in June, 14 in July and 10 in August, for a total of thirty-two days. At a rate of \$ 800/day, this would total \$ 25,600.

I would travel to Yellowknife on or about June 24 and remain there until July 24th. Costs associated with this travel would be my responsibility.

During this time, I will meet with you and the Minister to develop a story outline; undertake the required research; begin to write the script; arrange for a short-term technical advisor, (about \$ 2000), to

provide a visual storyboard and recommend a company to undertake the task; and work with Dr Gerry Angevine and the Environmental & Economic Analysis (EEA) Group to determine and develop the required economic analysis.

There will, of course, be additional fees for Dr. Angevine, EEA and the selected visual company, each of which will be the subject of a separate contract between the department and the individual. I would expect that each of the three will charge between \$ 15,000 and \$ 20,000 for their contribution.

I would expect to have the storyboard ready for the approval of you and the Minister around mid-July; the preliminary visuals and the EEA analysis by the end of July; Dr. Angevine's work by early August and a draft of the completed presentation by mid-August.

I would be available to travel to Yellowknife in late August to work with the department on the final presentation. The fees for such work would be covered by the main contract, but travel costs would be additional.

Should you wish me to accompany the Minister on the September speaking tour, I would be pleased to do so. This trip would generate additional, but reasonable, fees (no charge for weekends, for example) and travel expenses.

I hope this meets with your approval and I look forward to working with the department on this initiative.

Yours very truly,

Doug Matthews



CONTRACT FOR SERVICES

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Owner: Government of the Northwest Territories Industry, Tourism and Investment Shared Services Centre 800-8102-90th Avenue Yellowknife NT X1A 3S8	Contact: Rick Maddeux
Phone: (867) 873-7582	Fax: (867) 873-0550

DESCRIPTION OF SERVICES REQUIRED

General Title of Contract Consulting Services	Term of Contract: From Jun 6, 2007 To Oct 19, 2007
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The contractor agrees to provide the following services in a manner satisfactory to the GNWT:

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Work will be carried out under the direction of the Deputy Minister of Industry Tourism and Investment and in general alignment with the proposed letter dated June 5, 2007 from Matthews Energy Consulting

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CONTRACTOR

Name of Firm Matthews Energy Consulting	GSN 174461101	Address 1708 80 Point McKay Crescent NW Calgary AB T3B 3W4
Contact Doug	Phone 403-838-1301	Fax 403-283-4539
		Email matthews.energy@gmail.com

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Thirty Thousand Dollars and Zero Cents \$30,000.00

Authorized Signature	Title	Date

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

	DIRECTOR FIN ADMIN	
Authorized Signature	Title	Date



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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/Workplaceconflictpolicy.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.



CONTRACT FOR SERVICES

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Date	Page	Attachments
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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 whomever 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.



CONTRACT FOR SERVICES

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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

Reference Number	SC407936
Date	Aug 24, 2007
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Contractor Mathews Energy Consulting		Value: \$30,000.00	
GSN 174491101	Community Yellowknife	<input type="checkbox"/> Local <input type="checkbox"/> North <input type="checkbox"/> NWT <input checked="" type="checkbox"/> South	
Client ITI Directorate		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 checked="" type="checkbox"/> Competitive <input type="checkbox"/> Tender <input type="checkbox"/> RFP <input type="checkbox"/> SOA		Did BIP Affect Award? <input type="checkbox"/> Yes <input type="checkbox"/> No	Department File No: PM005389
Description Consulting Services - Energy			
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 The work is quite unusual			
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

Recommend award of contract

RECOMMENDED BY

Signature _____	Date _____	Signature _____	Date _____	Signature _____	Date _____
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FINANCIAL COMMITMENT (When applicable)

LN	Trans Code	Doc. Ref.	Index	Costing	Sett	Object	Amount	
1		407936	263335				\$30,000.00	
0	Trans Code Total						Document Total	\$30,000.00

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 04/0907



CONTRACT SUMMARY & COMMITMENT

Reference Number	SC407936
Date	Aug 24, 2007
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Contractor: **Matthews Energy Consulting** Value: **\$30,000.00**

GSN: **174491101** Community: **Yellowknife** Local North NWT South

Client: **ITI Directorate** Holdback Required? Yes No Multi-Year Contract? Yes No Current Year

Future Year Commitment Schedule	Fiscal Year	Amount	Fiscal Year	Amount	Fiscal Year	Amount
Fiscal Year	Amount	Fiscal Year	Amount	Fiscal Year	Amount	Fiscal Year

Competitive: Competitive Tender RFP SOA Did BIP Affect Award? Yes No Department File No: **PM005389**

Description: **Consulting Services - Energy**

Non-Competitive: Non-Competitive Negotiated Sole Source Below Tender Limits Emergency Only Source

Explanation/Rationale: **The work is quite unusual**

Documents Received (as applicable prior to contract finalization): Insurance WCB Letter of Good Standing Contract Security BIP Summary RFP Evaluation Report Contract Other

RECOMMENDATION/APPROVALS

Recommend award of contract

RECOMMENDED BY

Signature	Date	Signature	Date	Signature	Date
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FINANCIAL COMMITMENT (When applicable)

LN	Trans Code	Doc. Ref.	Index	Costing	Sett	Object	Amount
1		407936	263335				\$30,000.00
0	Trans Code Total						
						Document Total	\$30,000.00

Spending Authority Certified pursuant to subsection 44(1)(A) or 49(2)(A) of the Financial Administration Act

Alchibald Date: **Sept 4/07**

Payment/Commitment Authority Certified pursuant to subsection 44(1)(B) or 49(2)(B) of the Financial Administration Act

D. [Signature] Date: **04/09/07**



SOLE SOURCE AUTHORIZATION

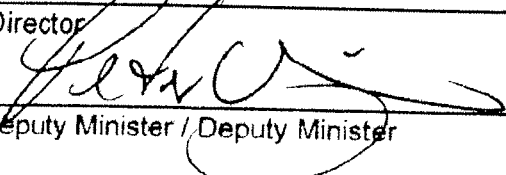
- ◆ This form must be completed with applicable signatures prior to initiating contracting procedures.
- ◆ Requests for Sole Source Authorization must come from the program Director or Manager.
- ◆ This form must be authorized in accordance with the departmental signing authorities for Sole Source contracts.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

Name of Proposed Contract:	Consulting Services
Service Contract/RS/LCA Number:	SC 407936
Description of Good and Services Required:	Provide consulting services towards the development of a Northern Energy Resource Communications Strategy.
Start Date of Proposed Contract:	June 5, 2007
Value of Contract:	\$ 30,000.00

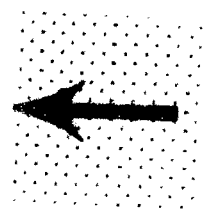
Identify which criteria is met: (In accordance with FAM Directive 9904 – Government Contract Regulations)

- 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 30 2007
 _____ Date



Government of the Northwest Territories
Contract Registry Reporting System

Home Procurements Reports Logout Reference

Procurement ID: PM005389

Title: Consulting Services - Energy

Procurement Information Change Base Procurement

Procurement Status:
Non-Comp

Reference Number:
PM005389

Reference Date:

Procurement Designation:
Services

Procurement Process:
Sole Source procurement

Description:
The contractor will provide consulting services towards the development of a northern energy resource communications strategy

Sole Source Reason:
Due to absence of competition.

Originator:
ITI Headquarters - Directorate

Subject to BIP:
No

Local BIP Preference:

Designated Local Community:
Yellowknife

Department/Agency:
ITI

Administrative Contact:
Rick Maddeaux, ITI/ENR Headquarters

Last Updated:

Last Updated By:

24 Oct 2007

rick_maddeaux@gov.nt.ca

[Cancel Procurement](#)

Consulting Services - General
[Category Information](#) [Change Categories](#)

Contract Information Change Contracts

Document Number	Bidder Name Addr	Title	Start Date	Expiry Date	Contract Amount	Contract Total
SC407936	Matthews Energy Consulting 1708 80 Point Mckay Crescent NW	Consulting Services - Energy	05 Jun 2007	19 Oct 2007	\$30,000.00	\$32,149.50

Amendment Information for SC407936

Amendment Document	Amendment Title	Amendment Start Date	Amendment Expiry Date	Amendment Amount
One	Additional Expenses	22 Oct 2007	22 Oct 2007	\$2,149.50

GNWT Contract Registry and Reporting System Version 1.8