



**REQUEST FOR PROPOSAL  
FOR THE PROVISION OF**

**CONTRACTED SERVICES  
ANIMAL CONTROL SERVICES**

**REQUEST FOR PROPOSAL CALL: TUESDAY NOVEMBER 12, 2024**

**RESPONSES DUE: TUESDAY DECEMBER 3, 2024 3:00PM EST**

**2024-RFP-AC001**



REQUEST FOR PROPOSAL  
**ANIMAL CONTROL SERVICES**  
2024-RFP-AC001



The City of Iqaluit is seeking Request for Proposals for Animal Control Services to be conducted and managed by a qualified local contractor to Iqaluit. All local contractors interested in entering into a contractual agreement with the City Of Iqaluit for this work are requested to respond to this RFP by 3:00PM EST on **December 3, 2024**. The project details & requirements are shown in the attached Terms of Reference.

**REQUEST FOR PROPOSAL**

**To:** City of Iqaluit – Purchasing Department  
**Attention:** Jim Jones  
**Title:** Procurement Agent  
**Address:** 100-1085  
Iqaluit, Nunavut, X0A 3H0  
**Fax:** 867-979-5649  
**Email:** [j.jones@iqaluit.ca](mailto:j.jones@iqaluit.ca)

Representative's contact information:

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name – Please Print

\_\_\_\_\_  
City, Province/ Territory, Postal Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email

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## 1.0 GENERAL

The following is Request for Proposal to provide Animal Control Services to the City of Iqaluit. The requirements of the submission are outlined in the Request for Proposal, and the requirements and objectives of the project outlined in the Term of Reference. The attached Terms of Reference is considered an integral part of this Request for Proposal.

### 1.1 Introduction

The City of Iqaluit is requesting Request for Proposal for the provision of Animal Control Services for the continuance of services to our residents.

The Terms of Reference for this project is included in this Request for Proposal.

### 1.2 General Information

#### 1.2.1 Location

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island, on Frobisher Bay at 64° 31'N latitude and 68° 31'W longitude. Access to Iqaluit is provided by regular scheduled commercial aircraft year round, snowmobile trails from other Baffin Island communities in the winter, and sealift from the port of Montreal in the summer.

#### 1.2.2 Geology and Terrain

Iqaluit's location is above the tree line and within the continuous permafrost zone of Canada. The region generally consists of glacially scoured igneous/metamorphic terrain. In some locations, a thin layer of organic material is found.

#### 1.2.3 Climate

Iqaluit has an Arctic climate with January and July high and low mean temperatures of -21.5°C/-29.7°C (high/low) and 11.4°C/3.7°C (high/low), respectively. The annual precipitation is made up of 19.2 cm of rainfall and 255.0 cm of snowfall for a total of 43.0 cm precipitation. The prevailing winds are northwest at 16.7 km/hr

### 1.3 Definitions

The City: The City of Iqaluit, Nunavut.

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The RFP: This Request for Proposal is for the provision of Animal Control Services for the continuation of services to our residents.

The RFP: The Request for Proposal submitted by the proponent in response to the RFP.

The TOR: The Terms of Reference included in this RFP that provides information and requirements on the specific project.

The RFP: The Request for Proposal issued for the works described in the RFP and TOR to the proponents which have been deemed to have best responded to the RFP.

The Proponent: The firm submitting in response to this RFP.

The Project: The work and services that are described in the Scope of Work of the Terms of Reference.

The Contract: The City may enter into a contract with the successful Proponent for the provision of Animal Control Services for the services as outlined in the Terms of Reference.

## 2.0 INSTRUCTION TO PROPONENTS

### 2.1 Submission

The proponents shall submit four (4) copies of the sealed RFP, clearly marked with the name of the project. The RFP's are to be submitted to:

Purchasing Department

100-1085 Mivvik Street

Iqaluit, Nunavut

X0A 3H0

Attention: Jim Jones – Procurement Agent

no later than **3:00PM on Tuesday December 3, 2024.**

Upon completion of the review and rating of the RFP, all proponents will be notified if they are successful in their RFP submission. There will not be a public opening of the RFP and the

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details of the rating results will not be made public. In the event that only one proponent submits an RFP and meet all the mandatory requirements of the scope of work and Terms of conditions for the contracted services, the City may award the contract to the proponent submitting the RFP.

Facsimile submissions or amendments will NOT be considered.

### 2.2 Inquiries and Amendments

All inquiries concerning this Request for Proposal must be submitted no later than five (5) working days (**November 25, 2024 at 3:00PM EST**) prior to the closing date (**December 3, 2024 3PM EST**) to allow sufficient time for a response. All inquiries are to be directed to either:

Jim Jones	Rod Mugford
Procurement Agent	Senior Executive Director Operations & Protective Services
City of Iqaluit	<a href="mailto:r.mugford@iqaluit.ca">r.mugford@iqaluit.ca</a>

100-1085 Mivvik Street  
Iqaluit, Nunavut  
X0A 3H0

[j.jones@iqaluit.ca](mailto:j.jones@iqaluit.ca) or by phone at 867-979-5649

Any amendments or additions to the Request for Proposals shall be issued in writing. The owner shall not be bound and the proponent agrees not to rely upon any written or verbal statements or representations of any persons, other than the contact person identified in this RFP, whether employed by the owner or not, in the preparation and submission of their EOI. Verbal explanations or instructions will not be binding.

To ensure consistency and fairness to all proponents, all firms who intend to submit an RFP will receive any information with respect to significant inquiries in the form of written amendments or clarifications.

### 2.3 Proponents Requirements

Proponents must be licensed to operate in the Territory of Nunavut.

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## 2.4 Terms and Conditions

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

2.4.2 The City 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.

2.4.3 This RFP is not an offer. The City of Iqaluit does not bind itself to accept the lowest price or any proposal submitted.

2.4.4 The City has the right to cancel this RFP at any time and/or to reissue it for any reason whatsoever without incurring any liability and no proponent will have any claim against the City as a result of the cancellation or reissuing of the RFP.

2.4.5 The City reserves the right to wave non-compliance of any submission at any time at their own discretion.

2.4.6 The City reserves the right to negotiate the final terms of any contract with the likely successful proponent, or any, bidder.

2.4.7 The City reserves the right to contact any respondent to clarify any issues in the RFP submission.

2.4.8 The City will not be responsible for any RFP that does not indicate the RFP reference, the closing date and time and the proponent's name.

2.4.9 The City will not be responsible for any RFP that is delivered to any address other than that provided in Section 2.1 of this RFP.

2.4.10 There will be no public opening of the RFP. The submissions will be evaluated as soon as practical after the closing. No details of any RFP will be made public except for the names of parties submitting, and the proponents requested to submit a proposal.

2.4.11 The submissions, and all accompanying documents submitted are the property of the City and shall not be returned.

2.4.12 The City reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.

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2.4.13 Proponents may not amend their submission after the closing date and time; however they may withdraw their submission within 72 hours after closing of the RFP.

### 3.0 REQUEST FOR PROPOSAL REQUIREMENTS AND EVALUATION

The Request for Proposal (RFP) shall include all the information required to evaluate the submission.

The requirements of this project are outlined in the Section 4 - Terms of Reference.

The submission shall meet the formatting outlined in Section 3.3 – Request for Proposal Submission Format.

#### 3.1 Request for Proposal Submission Requirements

##### 3.1.1 Licensing, Certification or Authorization

The proponent shall be a licensed and a registered firm, or eligible to be licensed to provide Animal Control Services in Nunavut.

Understanding of the Project – The proponent shall demonstrate an understanding of the objectives of the work, technical requirements, constraints, selection of resources, and any special considerations associated with the services. The proponent shall provide a description of the services, highlighting those that are of particular significance to the delivery of the services.

##### 3.1.2 Project Team Identification & Technical Submission

For the RFP Technical submission the envelop must be clearly marked “Technical Submission” and include the project title. Failure to clearly mark the envelope may result in the proposal not being accepted.

Only the key project team personnel need to be identified for the RFP and must include:

- Project Manager/CEO
- Operations Manager
- Specialists

The proponent shall present the Project Team’s key personnel, including their roles and responsibilities. The proponent shall demonstrate the experience and qualifications of the project team members to provide the services required. The experience on similar projects and

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working in Northern climates and conditions, should be demonstrated for the senior project team members. The qualifications and experience of each project team member will be considered in the evaluation.

Information to be included for project team members:

Name

Education (relevant)

Work Experience

Similar projects involved with role(s) in this project type.

Any applicable Licensing, certification and/or authorization

### 3.1.3 Qualifications and Experience of Firms

The proponent shall present the firm(s) or team members who shall comprise the Project Team for Animal Control Services. The proponent shall additionally provide a detailed work plan which demonstrates that the proponent understands the services to be provided and is also the proponent's opportunity to present ideas and approaches to the services. The work plan provides the proponent an opportunity to describe how the proponent proposes to meet the requirements of the Terms of Reference and provide the deliverables specified.

If at all possible the proponent shall demonstrate previous experience on projects of a similar scope and scale. A description of projects completed by the proponent. The project descriptions shall demonstrate the proponent's experience on similar projects in Northern climates and conditions. Descriptions of projects shall be limited to one single sided page, including photographs and/or graphics.

The project descriptions should include:

- Description of the project.
- Key personnel and their roles and responsibilities on the project.
- Client reference.

### 3.2 Evaluation of Request for Proposal

The purpose of the RFP submission is to ensure the most qualified, experienced firm(s) have submitted a detailed Proposal. The firm's qualifications, past experience and experience of

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personnel shall be evaluated. The submission must demonstrate the experience of each team member with Animal Control Services. Experience in Northern climates will be an asset.

### 3.3 Costing

The costing submission must be submitted in a separate envelope from the technical submission. The envelop must be clearly marked “Costing Submission” and include the project title. Failure to clearly mark the envelope may result in the proposal not being accepted.

The costing submission should clearly identify a Total Fixed Fee for services, and include a breakdown of how the Fixed Fee was arrived at, in the form of a Fee Schedule.

The following rating scheme shall be employed when evaluating the submissions:

Evaluation Criteria	Weighting
Understanding the Project	10 Points
Reference Projects	20 points
Work plan	30 points
Corporate Qualifications and Experience	20 points
Qualifications and Experience (Inuit Content)	20 Points
<b>Technical Score Sub-Total</b>	<b>85 Points</b>
<b>Financial Submission</b>	
Cost submission	15 Points
Financial Score Sub-Total	<b>15 Points</b>
Total RFP Evaluation Score	<b>100 Points</b>

### 3.4 Request for Proposal Submission Format

The submission for the RFP shall be limited to twenty (20) pages including text, graphics, project descriptions, etc. All pages, with the exception of the cover page and index, shall be counted as a page. Any pages in excess of the twenty (20) pages shall be removed from the submission, and will not be considered.

Submissions shall meet the following formatting or they will not be evaluated.

Paper Size - 8 ½" x 11";

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Minimum font size - 11 point Times or equal;

Minimum margins - 12 mm top, bottom, left, and right;

Double-sided submissions are preferred but not mandatory;

One page means one side of an 8 ½" x 11" sheet of paper;

11 x 17 foldouts will be considered as two (2) pages.

#### 4.0 TERMS OF REFERENCE

##### 4.1 Background

The City of Iqaluit has provided Animal Control Services to the residents of Iqaluit including but not limited to loose/stray dogs. Relocation of animals to southern jurisdictions through southern humane societies and other partnerships. Additionally, there has been other aspects of Animal Control Services provided including education, registration of animals and Enforcement of the Domesticated Animal Control Bylaws.

This RFP does not encompass the requirement to enforce any municipal bylaws, and as such the successful proponent **MUST** understand that such activities will be governed and enforced by the City of Iqaluit Municipal Enforcement Department.

This RFP outlines the requirement for the successful proponent "Scope of Work":

##### 4.2 Scope of Work

The scope of work to be completed by the successful consultant as part of this project is summarized below.

- ♦ Capture and impound loose/stray animals within the City.
- ♦ Represent themselves at all times in a professional manner, professional in dress and deportment and **MUST** not identify themselves as "City Employees" or "Municipal Enforcement Officers" or "Peace Officers".
- ♦ Adhere and comply with all policies, regulations and conditions set out by the City of Iqaluit and that of the Domestic Animal Control By-law No. 924 and any of its amendments.
- ♦ Comply with all business licensing requirements as established by the City of Iqaluit as well as comply with all General Plans and applicable Zoning by-laws and regulations.
- ♦ Provide for the housing, care and safe custody of all animals impounded.
- ♦ Euthanizing of Animals.

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- ◆ Keep up-to-date and acceptable records on behalf of the City.
- ◆ Ensure that on-going communications with the City and its designates (**Municipal Enforcement Department**) are implemented and adhered with.
- ◆ Assist in educating residents pertaining to Animal Control and regulations.
- ◆ Coordinate the transfer of Animals to Southern Jurisdictions. (Includes crating/kenneling & transporting animals to the Airport)
- ◆ Provide all Animal Control related tools, equipment, vehicles, cleaning supplies & adhering with the regulations governing Kenneling and Animals in care legislation/regulations.
- ◆ Ensuring that the building utilized for Animal Control meets industry and regulatory standards. (**Building to be provided by the Contractor**)
- ◆ The contractor will be responsible for all O&M costs of the building.
- ◆ Ensuring all Health and Safety Regulations and requirements are met and adhered to.
- ◆ Ensuring all staff are trained in Health and Safety Regulations and Requirements.

The scope of required services described above will not be considered all-inclusive. All associated tasks required to meet the project/contracted services objectives will be considered to be required and included under this Terms of Reference unless they are deemed unforeseeable or are required to meet expanded contracted services objectives.

- ◆ Any other duties as identified by the City of Iqaluit.

Hours of Operation

The intent of this project is to provide Animal Control Services and encompass regular hours of operation as well as after hours response for call for services.

Weekdays	Weekends	Holidays	After hours
Mon-Fri	Sat-Sun	Statutory	Weekdays/Weekends
0700-2400Daily	0700-2400 Daily	0700-2400	2400 - 0700

Between the hours of 2400 – 0700 hours response for service shall only be required in emergency situations pertaining to Animal Control Services.

All associated tasks required to meet the project/contracted services objectives will be required and included under this Terms of Reference unless they are deemed unforeseeable or are required to meet expanded contracted services objectives.

**4.3 Mandatory Site Visit**

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The Municipal Enforcement Department or City representative shall be provided with reasonable access to the building and or vehicles/equipment to inspect and ensure compliance of regulatory standards or contractual requirements are being met.

**4.4 Proposed Schedule**

Upon awarding the contract with the successfully proponent, the exact commencement of the contract for Animal Control Services will be mutually agreed upon.

<b>Milestones</b>	<b>Date</b>
<b>Issue Request for Proposal</b>	<b>November 12, 2024</b>
<b>Submission of Proposal</b>	<b>December 3, 2024</b>
<b>Award of contract</b>	<b>December 20, 2024</b>

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**CITY OF IQALUIT SERVICES AGREEMENT**

BETWEEN: THE MUNICIPAL CORPORATION OF THE CITY OF IQALUIT  
(hereinafter referred to as the "CITY OF IQALUIT")

OF THE FIRST PART

AND: **###**  
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Contractor to provide certain services for Animal Control Services dated **###** and titled **###**

AND WHEREAS the Contractor has agreed to provide such services to the CITY OF IQALUIT;

AND WHEREAS the CITY OF IQALUIT and the Contractor wish to set out the terms and conditions relating to the provision of such services;

THEREFORE the CITY OF IQALUIT and the Contractor agree as follows:

1. SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the CITY OF IQALUIT those services set out in the Terms of Reference.
- 1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than **###** plus GST, for the provision of equipments based on the Quote dated **###**. A copy of the service contract is attached as Appendix "B"

2. TERM

- 2.1. This Contract shall commence on the **###** and terminates on **###** unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

- 3.1 Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

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i) If, to the CITY OF IQALUIT:

Steve England  
Chief Administrative Officer  
City of Iqaluit  
100-1085 Mivvik Street  
Iqaluit, Nunavut, X0A 3H0  
[s.England@iqaluit.ca](mailto:s.England@iqaluit.ca)

Reference: ###

ii) If to the Contractor at:

###

4. COMPLETE AGREEMENT

- 4.1 This Contract and its attachments constitute the complete Contract between the parties. Except as provided herein, it supersedes and shall take effect in substitution for all previous agreements. It is subject to change only by an instrument executed in writing by the City.
- 4.2 If this Contract arises from a request for proposals or tender call, the provisions of the request for proposals or tender call and the Contractor's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.

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- 4.3 In the event of a conflict between this Contract, the Contractor's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals, the more recently prepared document shall govern to the extent of such inconsistency.

5. GENERAL TERMS

- 5.1 Any information obtained from or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents or employees in the performance of any contract shall be confidential. The Contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the CITY OF IQALUIT and in the possession of or under the control of the Contractor. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence. The Contractor shall deliver the services specified in the contract and according to the project schedule on costs. The CITY OF IQALUIT may grant reasonable extensions to the Contractor for delays, if the Contractor can show those delays were caused by circumstances beyond the control of the Contractor.
- 5.3 The Contractor is an independent Contractor with the CITY OF IQALUIT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principal and agent between the CITY OF IQALUIT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, workers' compensation and the Nunavut Payroll Tax.
- 5.4 This contract shall be interpreted and governed in accordance with the laws of Nunavut and the laws of Canada as they apply in Nunavut.
- 5.5 No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
- 5.6 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.
- 5.7 It is intended that all provisions of this agreement 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 remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.8 This contract may be extended by the written consent of the parties.
- 5.9 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the Contractor.
- 5.10 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.

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6. CONTRACTOR RESPONSIBILITIES

- 6.1 The Contractor shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Contractor under this contract.
- 6.2 The Contractor shall be liable to the CITY OF IQALUIT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the Contractor for use in connection with the contract if such loss or damage is attributable to negligence or deliberate acts of the Contractor or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Contractor is in default in respect of any obligation of the Contractor hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Contractor for any direct costs associated with any such remediation, including a reasonable allowance for the use of the CITY OF IQALUIT's own employees or equipment.
- 6.4 The Contractor may not assign or delegate work to be done under this contract, or any part thereof, to any other party without the written consent of the CITY OF IQALUIT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Contractor shall keep proper accounts and records of the services for a period of 3 years after the expiry or termination of this agreement. At any time during the term of this contract or during the three years following the completion or termination of this agreement, the Contractor shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.
- 6.6 The Contractor shall notify the CITY OF IQALUIT 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 services under this contract.
- 6.7 If at any time the Contractor considers their estimates indicate costs will exceed the project budget they will immediately advise the City of Iqaluit. If in the opinion of the City of Iqaluit, acting reasonably, the excess is due to costs factors or matters under the control or reasonably foreseeable by the Contractor, the CITY OF IQALUIT may require the Contractor to do everything by way of revision to bring the cost estimate within the project budget. Costs of completing such revisions shall be based upon a level of compensation reasonably appropriate to the circumstances, including the reason for the revisions.
- 6.8 Except as required in the performance of services set out in this agreement, the Contractor must maintain as confidential all data and information made available to the Contractor, the CITY OF IQALUIT, or any other parties which is generated by or results from the Contractor's performance of the Services described in this Contract. All such data and information is the property of the City of Iqaluit. This clause shall survive the termination of the Contract.

7. TERMINATION

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- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Contractor if, in the opinion of the CITY OF IQALUIT, the Contractor is unable to deliver the service as required, the Contractor's performance of work is persistently faulty, in the event that the Contractor becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely performance of the contract or the (Contractor's Sub-Contractor) defaults or fails to observe the terms and conditions of the contract in any material respect.
- 7.2 This contract shall terminate as of the day for termination set out in the written notice and the Contractor shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Contractor pursuant to clause 7.2 shall be reviewed by the CITY OF IQALUIT to assess the amount which is properly due and owing for work done by the Contractor prior to termination.

8. FINANCIAL

- a. The CITY OF IQALUIT, 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 hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.
- 8.2 The CITY OF IQALUIT may set off any payment due the Contractor against any monies owed by the Contractor to the CITY OF IQALUIT.
- 8.3 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.4 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later.
- 8.5 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a Sub-Contractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the contract, if any, directly to the obligee of and the claimants against the Contractor or Sub-Contractor.

9. INSURANCE AND LIABILITY

- 9.1 The Contractor's liability to the City of Iqaluit for claims arising out of this Agreement, or in any way relating to the Services, will be limited to direct damages and to the re-performance, without additional compensation, of any Services not meeting a normal professional standard of care and such liability will, in the aggregate, not exceed the amount of \$2,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Contractor's liability arises under breach of contract or warranty;

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tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Contractor's directors, officers, employees, insurers, agents and sub-contractor.

- 9.2 In no event will either party be liable to the other party for indirect or consequential damages including without limitation loss of use or production, loss of profits or business interruption.
- 9.3 The Contractor shall, without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:
- a) Workers' Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or any sub-contractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the CITY OF IQALUIT.
  - b) Employer's liability insurance with limits not less than \$2,000,000 for each accidental injury to or death of the Contractor's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the aforementioned Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (d) herein shall contain an endorsement providing for Contingent Employers' Liability insurance.
  - c) Motor Vehicle, water craft and snow craft standard liability insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss of or damage to the passengers property in one accident.)
  - d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
    - Operations Liability \*
    - Contractor's Protective Liability
    - Blanket Contractual Liability
    - Broad Form Property Damage
    - Personal Injury Liability
    - Cross Liability

**INITIALS** \_\_\_\_\_



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- Medical Payments
- Non-owned Automobile Liability \*
- Contingent Employers Liability \*
- Employees as Additional Insureds \*

*\*WHERE APPLICABLE*

- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

All policies shall provide that thirty (30) days written notice be given to the CITY OF IQALUIT prior to any cancellation of any such policies.

The Comprehensive General Liability Insurance policies shall name the CITY OF IQALUIT and any permitted sub contractor's as additional insureds only with respect to the terms of this contract and shall extend to cover the Insureds hereunder.

The Contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The Contractor shall deposit with the CITY OF IQALUIT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the CITY OF IQALUIT and with insurance companies satisfactory to the CITY OF IQALUIT

**INITIALS** \_\_\_\_\_



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IN WITNESS WHEREOF the parties hereto have set their hand as of the date and year entered below.

FOR THE CITY OF IQALUIT:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**INITIALS** \_\_\_\_\_