



**REQUEST FOR PROPOSAL FOR CONSULTANCY
SERVICES FOR COUNCIL CHAMBERS AUDIO/VISUAL
RENEWAL**

City of Iqaluit

Iqaluit, NU

PROPOSAL CALL: SEPTEMBER 3, 2019

PROPOSAL DUE: SEPTEMBER 16, 2019

BEFORE 3:00:00 PM E.S.T.

820973.12- 0009 (1.0)

CITY OF IQALUIT REQUEST FOR PROPOSAL FOR
PROVISION OF COUNCIL CHAMBERS AUDIO VISUAL SYSTEM

1.0 GENERAL

1.1 Introduction

The City of Iqaluit is seeking Proposal for Council Chambers Audio Visual Upgrade Services, “the Project” for the City of Iqaluit. The purpose of this Request for Proposal is to select qualified Consultant to complete the scope of work outlined in Appendix A. The requirements of the submission are outlined in Sections 2 and 3 of this RFP.

The intent of the project is to provide the council chamber an efficient Audio-Visual system integrated with the City communication network with capability for online streaming on council sessions when required, in three languages; Inuktitut, English, and French. The successful consultant will have responsibility for design of the system, develop the specifications, make recommendations to the City on options and supervise implementation of the project

1.2 Background

The City of Iqaluit’s 2019 Capital program is a variety of projects and capital purchases, including improvements to public facilities. The Council Chambers Audio Visual project is intended to upgrade existing Audio-Visual equipment and facility at the City Hall.

The Council Chambers currently has a large ‘U’ shaped desk with approximately 10 -12 seats for council members. At each seat there is a small stand microphone and video monitor. There is also a small table for presenters with a small stand microphone during council sessions and approximately 20 seats for the general public to attend.

The translation is performed by interpreters in two translation booths located in the back corner of the room. Councilors, presenters and the general public are given a small device and headset which they can set which channel they want and receive real-time translation.

For video presentations, there is a projector set on a table in the center of the room that projects onto a pull-down screen.

1.3 Definitions

In this RFP the following definitions shall apply:

“City” or “Owner” means City of Iqaluit;

“Contract” means a formal written agreement between the and the successful Proponent to undertake the services, the preferred form of which is attached as Appendix B;

“Proponent” means an entity that submits a Proposal;

“Proposal” or “Submission” means a Proposal submitted on response this RFP;

“RFP” means Request for Proposal;

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“Site” means the place or places where the services are to be performed;

“Successful Proponent” means the Proponent selected to enter into negotiations for a contract.

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Submission

- a) Proponents must submit electronic (PDF) copies of their Proposal(s), emails are to be received before 3:00:00 pm EST on September 16, 2019 addressed to:

Matthew Van Strien
Procurement Officer
City of Iqaluit
M.VanStrien@city.iqaluit.nu.ca

Emails should be clearly marked in the subject line with “City of Iqaluit– Audio Visual Upgrades” and the Proponent name.

Proponents shall submit a Cost Submission form identifying the corresponding costs, as shown in Appendix B.

- b) The total size of email submissions should be less than 9MB in size to facilitate delivery and adequate time must be allowed for delivery. It is the Proponent’s responsibility to confirm successful receipt of the email submission prior to the deadline. The final decision on whether to accept late Proposal is at the City’s discretion.
- c) Technical and Commercial shall be submitted in separate files. The commercial offer shall be submitted in a passworded file. Bidders shall submit a Cost Submission form identifying the corresponding costs. Other than inserting the information requested, a Tenderer may not make any changes to the cost submission forms in Appendix A. Any Tender containing such changes, whether on the face of the form or elsewhere in the Tender, may be disqualified.

2.2 Inquiries and Amendments

All inquiries concerning this RFP are to be directed by email only to:

Mathew Van Strien
M.VanStrien@city.iqaluit.nu.ca

The deadline for submitting inquiries is 5 business days prior to the date and time of the submission deadline.

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To ensure consistency and fairness to all Proponents, all firms who have received the RFP will receive any information with respect to significant inquiries in the form of written addenda. Verbal explanations or instructions will not be provided.

2.3 Proponent Requirements

The successful Proponent(s) must have a valid City of Iqaluit Business License prior to award of any Contract.

2.4 Solicitation of Council Members, City Staff and City Consultants

2.4.1 Proponents and their agents will not contact any member of the City Council, City Staff or City Consultants with respect to this RFP, other than the those named in Section 2.2, at any time prior to the award of a contract or the cancellation of this RFP.

2.4.2 Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure

2.5 Terms and Conditions

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

2.5.2 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.

2.5.3 This is not an offer. The City does not, by virtue of this Proposal call, commit to an award of a Proposal, nor does it limit itself to accepting the lowest price or any Proposal submitted, but reserves the right to award this Proposal in any manner deemed to be in the City's best interest.

2.5.5 The City 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 City as a result of the cancellation or reissuing of the RFP.

2.5.6 The City will not be responsible for any Proposal that does not indicate the RFP reference, and the Proponent's name.

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

2.5.8 If a contract(s) is to be awarded as a result of this RFP, it will be awarded to the Proponent whose Proposal for each service, in the City's opinion, provides the best potential value to the City and is capable in all respects to perform fully the contract requirements and has the integrity and reliability to assure performance of the contract obligations.

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- 2.5.9 If the City decides to award a contract(s) based on a submission received in response to this RFP, the Successful Proponent(s) will be notified of the intent to award in writing, and the subsequent execution of a written agreement shall constitute the making of a Contract. Proponents will not acquire any legal or equitable rights or privileges whatsoever until a Contract is signed by both parties.
- 2.5.10 In the event of any inconsistency between this RFP, and any ensuing Contract(s), the Contract shall govern.
- 2.5.11 Any Contract(s) will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this RFP, 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. The City reserves the right to negotiate modifications with any Proponent who has submitted a Proposal.

A copy of the Services Agreement is included as Appendix C.

- 2.5.12 Any amendment made by the City to the RFP will be issued in writing and sent to all who have received the documents via addenda.
- 2.5.13 An Evaluation Committee will review each Proposal. The City reserves the exclusive right to determine the qualitative aspects of all Proposal relative to the evaluation criteria.
- 2.5.14 Proposal will be evaluated as soon as practicable after the closing time. No detail of any Proposal will be made public except the names of all parties submitting Proposal.
- 2.5.15 Proponents must acknowledge receipt of any addenda issued by the City in their Proposal.

2.6 Validity of Offer

Proposal shall remain open for acceptance for a period of not less than sixty (60) days from the closing date of this RFP.

3.0 PROPOSAL REQUIREMENTS AND EVALUATION

3.1 Mandatory Requirements

Proponents must satisfy the following mandatory requirements in their Proposal in accordance with the requirements of this RFP. Proponents shall submit the following:

- a) Fully executed and unconditional Cost Submission Form

3.2 Financial

Submit a properly executed and unqualified Cost Submission Form. The fixed price shall include all disbursements / expenses.

3.3 Evaluation Process

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The Owner will appoint an Evaluation Committee for the purpose of evaluating Proposal.

The Proposal evaluation follows a two-step process:

- a) Validation of mandatory requirements;
- b) Technical evaluation, 70 points available;
- c) Financial evaluation, 30 points available;

Proposal that do not meet the mandatory requirements will not be considered further.

3.4 Technical Evaluation

Total Value 70 Points

3.4.1 Project Team Roles, Responsibility, Qualifications and Related Experience (20 Points)

Identify key personnel to be involved in the project, and ensure their roles and responsibilities are clearly defined. Identify a Project Manager and clearly establish lines of communication within the team, and with the City's Project Manager.

To demonstrate knowledge, skill, related experience, relevant education and accreditation of each member proposed to carry out work on the project, the proponent should provide a detailed list of similar projects completed in the past ten (10) years and identify who the projects were completed for. Also provide a brief description of the work that was done and the project outcomes and who on the proposed project team was part of the listed projects.

The Quotation content is expected to demonstrate appropriate and relevant knowledge, skills and experience within the team, however, personal resumes for each of the proposed team members should be provided to support the Quotation. Personal resumes should be limited to not more than three (3) pages per person

3.4.2 Corporate Information and Experience (20 Points)

Provide a general description of the firm's experience with similar work, particularly in Arctic climates and in/around the City of Iqaluit.

Provide a detailed list of three (3) successfully completed projects within the last ten (10) years, including client references, that demonstrate the Proponent's experience with similar engineering services

3.4.3 Project Methodology – Approach for Successful Completion (15 Points)

Provide details how you will work with the City to implement the upgrades will still allowing the City staff to perform their work with minimal disruption. Provide details of your solution and how it will be implemented. Explain how it will successfully achieve the department's goals and objectives and benefit the end users.

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Your methodology should also include your proposed means of working with the City project manager, the levels of authority within the Project Team and all lines and means of communication.

You may also summarize your methodology in a work plan or other format which demonstrates a logical sequence of events and identifies specific tasks and the person responsible for completing them.

Proponents shall describe any specific challenges and risks that may exist for this project and how those challenges and risks will be managed/mitigated.

3.4.4 Schedule – Provide a schedule that meets the project objectives (15 Points)

Provide a schedule for the sequence of events described in the methodology. Identify key milestone dates for submittals, approvals, travel, meetings, etc. Your timeline will be evaluated considering the time constraints discussed in the Terms of Reference and the timeframes you have set out for each task.

3.5 Financial Evaluation

Total Value 30 Points

Points will be awarded based on the fixed fee Quotation and the allocation of fees based on the various Phases required of the project.

Each Proponent will receive a percentage of the total possible points allocated to price based on the following formula:

Lowest Price/Proponent Price x 30 Points = Proponents Points.

4.0 TERMS OF PAYMENT

The Consultant shall be reimbursed monthly for works completed for each service provided as follows:

- The invoice shall include the project title, **the Service Contract number**, a description of the work completed, and a billing summary. The summary shall include the tasks as set forth in the costing submission, the proposed costs, costs to date, percentage invoiced to date, and the percentage of work completed to date for each task.
- No payment will be made for the cost of work incurred to remedy errors or omissions for which the Consultant is responsible.
- Services will be deemed to be complete only after all the documentation has been received and approved by the City Project Manager and City Utilidor Superintendent.

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- As part of invoicing, the Consultant should make sure that they provide a progress claim, which details what they are claiming for work completed, as it relates to the Proposal form (cost submission sheet).
- Any parts/material required, complete with the part/material supply invoice and the Consultant's mark-up. The mark-up must be as per the rate established.
- The work order(s) must be included with the invoice for reference purposes.
- Invoices shall include backup for all disbursements (time sheets may be requested).
- Invoices shall include progress claims which details what work is being claimed. Each line item shall clearly indicate costs, in accordance with the figures included in this Proposal.
- All invoices are to be submitted to the City Project Manager for review, approval, and processing.
- Invoices shall include backup for all disbursements (time sheets may be requested). This includes parts and materials required to perform with work, along with the relevant mark-up per the contract.

5.0 SCHEDULE

DATE	ACTION
September 3, 2019	<ul style="list-style-type: none"> • Opening date for RFP
September 16, 2019, before 3:00:00 pm EST	<ul style="list-style-type: none"> • Closing date for RFP
September 18, 2019	<ul style="list-style-type: none"> • Anticipated Award date
September 19, 2019	<ul style="list-style-type: none"> • Anticipated Project Start / Kick-Off Meeting
October 25, 2019	<ul style="list-style-type: none"> • Audio-Visual Design Brief report complete
November 25, 2019	<ul style="list-style-type: none"> • Design and tender package complete

Appendix A – Scope of Work

SCOPE OF WORK FOR COUNCIL CHAMBERS AV RENEWAL

The successful proponent is to complete a site visit after contract award of the council chambers located at City Hall to become familiar with the existing equipment and room layout. They shall then prepare a design brief identifying several appropriate options that would satisfy the City's requirements listed below. For each option, the cost shall be provided as well as the benefits and disadvantages. The design brief will ultimately contain a recommendation from the proponent identifying which option would best meet the City needs.

The City's requirements are listed below:

- Translation/Interpretation systems
 - Total channels to be recorded (4 - Floor, Inuktitut, English, French)
 - Audio storage requirements – Proponent to recommend based on best practice/ experience/discussions with City after award
 - Requirements for interpretation receivers for guests in the gallery – Proponent to recommend based on best practice/ experience/discussions with City after award
 - Secure interpretation for in-camera meetings – Proponent to recommend based on best practice/ experience/discussions with City after award
 - Conference bridge functionality and integration with callers located off-site
 - Redesign of existing chamber/interpreter booths to accommodate acoustically
- Microphone systems
 - Chairman/delegate unit functionality that allows the moderator to switch off a speaker without having to physically take the microphone
 - Integration of wireless desk-mount/hand-held microphones
- Broadcast systems
 - Technical requirements for cameras in the chamber - Proponent to recommend based on best practice/ experience/discussions with City after award
 - Video storage requirements - Proponent to recommend based on best practice/ experience/discussions with City after award
 - Integration with translation/interpretation and microphone systems
 - Development of automated management and control systems such as automated time limit, auto recording of deliberation etc.

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- Identify bandwidth capacity requirements and network connectivity for video conferencing and live video broadcasting and confirm if the City systems can support this.
- Specify the requirements of a live streaming hosting service and hardware – Implementation is not included in the scope; however, all equipment must support the ability to integrate with a live streaming service.
- Council Chamber
 - Design and install of smart board and/or screen and projector
 - Physical design of on-desk monitor systems such as fixed, moveable, inclined and orientation of the whole assembly – Proponent to recommend based on best practice/ experience/discussions with City after award
 - Operational design of on-desk monitor systems such as single view, multiple views etc. – Proponent to recommend based on best practice/ experience/discussions with City after award
 - Power and network connectivity planning
 - Integration with overall city network; internet and server so council members can access their files while in the chamber

Once the City has reviewed the design brief and confirmed the approach for the project, the successful proponent will then prepare 90% and Tender design packages, with client review at 90% completion.

Tendering support, construction administration, commissioning and closeout procedures are also to be included in the fixed price.

Tendering Support includes:

- Answer contractor questions
- Issue addenda
- Review submissions
- Submit a recommendation of award

Construction Administration includes:

- Review and certify contractor progress claims
- Issue site instructions, RFI responses, CCNs
- Review shop drawings
- Attend construction meetings via teleconference and issue meeting minutes (assume 4 meetings)
- Site visit at substantial completion to verify the final installation, confirm system functionality and prepare a site visit report

Commissioning and Closeout includes:

- Review contractor commissioning report
- Prepare record drawings
- Review O&M manual to be prepared by the contractor

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Bidder is to provide an initial project schedule 1 week after the award of the contract. An updated project schedule must be submitted on a monthly basis.

Deliverables

The deliverables listed below are minimum. City Reserve the right to request for supplementary documentation when deemed necessary to provide understanding.

- a) Assessment report of the existing system, functions and capabilities, with options for:
 - I) Upgrade with cost estimate
 - II) Do nothing with a conceptual design of an Audio-Visual system to meet City requirements as stated in Appendix A, with a cost estimate for review and comments. Presentation may be required through online resources.
- b) Upon approval of conceptual or upgrade scheme, prepare a detail design, with specifications for equipment, devices, and key components, for review and approval. Design will include compatibility analysis report of the existing system, City communication network and highlights any integration issues to be resolved at implementation.
- c) Detail Cost estimate
- d) Tender package for procurement
- e) Construction Administration services and reports
- f) Commissioning Services, warranty documentation and final project report

Appendix B – Cost Submission Form

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Cost Submission Form

Proponent Name: _____

Proponent Address: _____

Proponent Email\Telephone: _____

Provide the following cost breakdown for the services detailed herein that the Proponent is proposing to offer the City of Iqaluit*. The scope of work for each task item can be found in Appendix A.

1. Design Brief and Recommendations \$ _____

2. Design Stage \$ _____

90% Design

Construction Documents

Tendering Assistance

3. Construction Stage \$ _____

Contract Administration

Project Completion (Commissioning, closeout)

SUBTOTAL (Items 1,2 & 3): \$ _____

Applicable Taxes (GST): \$ _____

TOTAL FIXED FEE (Incl. GST): \$ _____

**All disbursements shall be included in the associated Lump Sum costs above*

Proponent Representative

Name: _____ Sign: _____ Date: _____

Appendix C - City of Iqaluit Services Agreement

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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 "Consultant")

OF THE SECOND PART

WHEREAS the CITY OF IQALUIT has requested the Consultant to provide certain services in a Request for Proposal (RFP) dated ##### and titled "#####";

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its response to the Request for Proposal (Proposal) dated #####;

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

THEREFORE, the CITY OF IQALUIT and the Consultant agree as follows:

1. SERVICES AND PAYMENT

- 1.1 The Consultant agrees to provide to the CITY OF IQALUIT those services set out in the Terms of Reference of the Request for Proposal for ####. A copy of the RFP is attached as Appendix "A".
- 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 professional services based on the Proposal dated ##### and as attached in Appendix "B" hereto.

2. TERM

- 2.1. This Contract shall commence on the ##^{set} of #####, #### and terminates on the ##st of #####, #### 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:

i) If, to the CITY OF IQALUIT:

####

Reference:

ii) If to the Consultant at:

####

- 3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have

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been received on the seventh day after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

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 Proposal or tender call, the provisions of the request for Proposal or tender call and the Consultant's Proposal 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.
- 4.3 In the event of a conflict between this Contract, the Consultant's Proposal or Proposal submission, and the City's original tender Proposal instructions or Request for Proposal, 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 Consultant, its agents or employees in the performance of any contract shall be confidential. The Consultant 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 Consultant. This clause survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence. The Consultant 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 Consultant for delays, if the Consultant can show those delays were caused by circumstances beyond the control of the Consultant.
- 5.3 The Consultant is an independent Consultant 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 Consultant. The Consultant 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 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 Consultant in performing the contract or conceived,

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developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Consultant hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Consultant shall not be responsible for any loss or damage suffered by the City of Iqaluit or any third parties resulting from any unauthorized use or modification of the property, errors in transmission of the property, changes to the Property by others, the consequences of design defects due to the design of others, or defects in contract documents prepared by others, and the City of Iqaluit agrees to defend, indemnify, and hold the Consultant harmless from and against all claims, demands, losses, damages, liability and costs associated therewith. Subject to the foregoing, the Property may be relied by the City of Iqaluit for design and construction work undertaken by other parties with respect to the Services provided that such parties verify the accuracy and completeness of the Property to their satisfaction.

- 5.8 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.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or Consultant the CITY OF IQALUIT by notice in writing to the Consultant.
- 5.11 This contract shall ensure to the benefit of and be binding on the respective administrators, successors and assignment of each of the parties hereto.

6. CONSULTANT RESPONSIBILITIES

- 6.1 The Consultant shall indemnify and hold harmless, the CITY OF IQALUIT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the negligent acts, errors, or omissions of the Consultant under this contract.
- 6.2 The Consultant 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 Consultant for use in connection with the contract if such loss or damage is attributable to the negligence or deliberate acts of the Consultant or its employees or agents.
- 6.3 If, in the opinion of the CITY OF IQALUIT acting reasonably, the Consultant is in default in respect of any obligation of the Consultant hereunder, the CITY OF IQALUIT may rectify such default and pursue a claim against the Consultant 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 Consultant 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 Consultant under this contract, the consent in writing of the CITY OF IQALUIT must be obtained.
- 6.5 The Consultant 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

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or during the three years following the completion or termination of this agreement, the Consultant shall produce copies of such accounts and records upon the written request of the CITY OF IQALUIT.

- 6.6 The Consultant 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 Consultant 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 design, costs factors or matters under the control or reasonably foreseeable by the Consultant, the CITY OF IQALUIT may require the Consultant to do everything by way of revision of the design 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 Consultant must maintain as confidential all data and information made available to the Consultant, the CITY OF IQALUIT, or any other parties which is generated by or results from the Consultant'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

- 7.1 The CITY OF IQALUIT may terminate this contract at any time upon giving written notice to this effect to the Consultant if, in the opinion of the CITY OF IQALUIT, the Consultant is unable to deliver the service as required, the Consultant's performance of work is persistently faulty, in the event that the Consultant 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 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 Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.
- 7.3 Any invoice submitted by the Consultant 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 Consultant prior to termination.

8. FINANCIAL

- 8.1 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 Consultant without penalty, expense or liability, if in the opinion of the Contracting Authority, the Consultant has failed to comply with or has in any way breached an obligation of the contract. 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 Consultant against any monies owed by the Consultant 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 Consultant have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar

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days after delivery of the services, whichever is later. Invoices from Nunavut Consultants (as defined by the CITY OF IQALUIT NNI Policy) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after receipt 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 Consultant or a Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the sub-Consultants and claimants against the Consultant or sub-Consultant

9. INSURANCE AND LIABILITY

- 9.1 The Consultant'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 \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Consultant's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and will extend to and include Consultant's directors, officers, employees, insurers, agents and sub-Consultants.

- 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 Consultant 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 Consultant 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 Consultant or any sub-Consultant, or due to unsafe working conditions, then such levy or assessment shall be paid by the Consultant at its sole cost and is not reimbursed by the CITY OF IQALUIT.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the Consultant's employees engaged in the work. If Workers' Compensation insurance exists, then in such event, the Employer's Liability insurance shall not be required but the Comprehensive General Liability policy referred to in item (e) 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 Consultant and used by the Consultant 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.)

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d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (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:

- Products & Completed Operations Liability *
- Consultant's Protective Liability
- Blanket Contractual Liability
- Broad Form Property Damage
- Personal Injury Liability
- Cross Liability
- 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 days written notice be given to the CITY OF IQALUIT prior to any cancellations of any such policies.

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

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

The Consultant 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.

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

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness