



**REQUEST FOR PROPOSAL
FOR THE PROVISION OF CONSTRUCTION SERVICES FOR
PROMOTIONAL SIGNS**

City of Iqaluit

Iqaluit, NU

PROPOSAL CALL: AUGUST 22, 2019

PROPOSALS DUE: SEPTEMBER 16, 2019

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

820973.12-0006 (1.0)

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1.0 GENERAL

1.1 Introduction

The City of Iqaluit is seeking Proposals for Promotional Sign Services, “the Project” for the City of Iqaluit. The purpose of this Request for Proposals is to select qualified Contractors 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.

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 Promotional Signs project is intended to replace some existing signs and provide signs for new locations.

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 City and the successful proponent to undertake the services, the preferred form of which is attached as Appendix C;

“Proponent” means an entity that submits a Proposal;

“RFP” means Request for Proposal;

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

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

2.0 INSTRUCTIONS TO PROPONENTS

2.1 Submission

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 shall be clearly marked in the subject line with “City of Iqaluit– Promotional Signs” and the Proposal name.

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

The total size of email submissions shall 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 Proposals is at the City's discretion.

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.

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 Proposal Requirements

The successful Proponent 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.

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- 2.5.3 This is not an offer. The City does not, by virtue of this Proposal call, commit to an award of a contract, nor does it limit itself to accepting the lowest price or any Proponent submitted, but reserves the right to award this the execution of project 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.
- 2.5.9 If the City decides to award a contract(s) based on a submission received in response to this RFP, the Successful Proposal(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 Proposals relative to the evaluation criteria.
- 2.5.14 Proposals 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 Proposals.

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2.5.15 Proponent must acknowledge receipt of any addenda issued by the City in their Proposal.

2.6 Validity of Offer

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

3.0 EVALUATION AND SELECTION METHODOLOGY

3.1 General Evaluation and Selection Methodology

3.1.1 Proponents will be evaluated in accordance with the steps detailed in the evaluation process identified below. Proponents are required to address each requirement with enough detail so as to permit a full evaluation of its bid. The onus is on the Proponent to demonstrate that it meets the requirements specified in this solicitation.

3.1.2 Proponents shall assume that the evaluation team has no prior knowledge of its facilities and experience and will base the evaluation on the information presented in the bid.

3.1.3 The City of Iqaluit will evaluate the Bid only on the documentation provided as part of the Bid. References in a Bid to additional information not submitted with the Bid, such as website addresses where additional information can be found, will not be considered in the evaluation of the Bid.

3.1.5 Assessment of Bid submissions will commence after the RFP closing date.

3.2 Conduct of Evaluation

3.2.1 In conducting the evaluation of a Bid, the City of Iqaluit may, but will have no obligation to do the following:

- Seek clarification or verification from Proponents regarding any or all information provided with respect to the solicitation.
- Contact any or all references supplied by Proponents to verify and validate any information submitted.
- Request specific information with respect to Proponents legal status.
- Conduct a survey of Proponents financial capabilities to determine if they are adequate to meet the requirements of the solicitation.
- Proponents will have the number of days specified in the request by the Administrative Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

3.3 Evaluation Team

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3.3.1 An evaluation team comprised of City staff and/or designates, will review all offers received and score the offers using a consensus approach. The City reserves the right to engage professional external or internal consultants to assist with the evaluation process.

3.4 Mandatory Requirements

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

- a) Fully executed and unconditional Cost Submission Form, as per Appendix C
- b) The Proponent, either personally or through a representative, shall examine the Site before submitting a Tender, and shall satisfy itself as to the nature and location of the Work, local conditions, soil structure and topography at the Site, the equipment and facilities needed prior to and during the prosecution of the Work, the means of access to the Site, on-Site accommodation, all necessary information as to risks, contingencies and circumstances which may affect its Tender, and all other matters which can in any way affect the Work. The Proponent is fully responsible for obtaining all information required for the preparation of the Tender and shall accept there will be no price adjustment resulting from Tenderers failure to visit the site.

3.5 Bid Evaluation Process

3.5.1 The Tender will be evaluated following a two-step process:

- a) Validation of mandatory requirements;
- b) Technical Evaluation (60 points available);
- c) Financial Evaluation (40 points available);

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

3.5.3 The evaluation of the bids shall be based on the factors presented as follows:

EVALUATION RATING TABLE	
Rating Factors	Weight Factor
Technical Component	
1. Work Plan/Project Methodology	30
2. Project Team/Qualifications	30

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Subtotal Technical Submission	60
Financial Component	
7. Cost of Services	40
TOTAL (Technical + Financial Comp'ts)	100

- 3.5.5 The score for the Financial Component will be in accordance with the following formula:
- $(\text{Low Financial Offer}) / (\text{Proponent Financial Offer}) \times 40 \text{ Points} = \text{Proponent Score}$

3.6 Financial Requirements

- 3.6. Submit a properly executed and unqualified Cost Submission Form, as per Appendix C. The financial submission will be fixed price and shall include all disbursements/expenses required to perform the work.

3.7 Technical Requirements

3.7.1 Work Plan / Project Methodology (30 points)

- 3.7.1.1 The Proponent shall provide a detailed work plan, which demonstrates the proposed methodology. The work plan shall demonstrate that the Proponent understands the project and all requirements. It is also their opportunity to present innovative ideas or approaches to the project.
- 3.7.1.2 The Proponent shall provide a detailed schedule and work plan that identifies how and when the services shall be conducted, individual responsibility for each service, and demonstrate the project can be completed within the allotted time frame and within budget.
- 3.7.1.3 Methodology shall 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.
- 3.7.1.4 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(s) responsible for completing them.
- 3.7.1.5 Proponents shall describe any specific challenges and risks that may exist for this project and how those challenges and risks will be managed/mitigated.

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- 3.7.1.6 Proponents shall provide details of how safety on site will be managed, along with environmental protection as work will be executed near water ways.
- 3.7.1.7 Proponents shall provide a summary of materials with a lead time greater than 10 Business Days and provide your proposed methodology for ensuring a timely delivery for each item to ensure the project can be completed within the allotted time frame and within budget.
- 3.7.2 Project Team \ Qualifications (30 points)
- 3.7.2.1 The Proponent shall present the Project Team's key personnel, including their roles and responsibilities. The Project Team is to be presented in an Organizational Chart. This includes as a minimum the Project Manager and Site Superintendent.
- 3.7.2.2 The designated Project Manager will be the Proponents staff who is responsible for the delivery and successful completion of the project. They will be the primary point of contact with the City's Project Manager. Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number.
- 3.7.2.3 The Site Superintendent will always be onsite while work is occurring and will be responsible for all planning, coordination, and safety in order to ensure successful completion of the work. Provide two completed reference projects of similar scope and budget, including project outcomes, budget, location and reference contact number.

4.0 TERMS OF PAYMENT

The contractor 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.
- Contractor **must** provide invoices in a timely manner, on a monthly basis.
- No payment will be made for the cost of work incurred to remedy errors or omissions for which the Contractor is responsible.
- Services will be deemed to be complete only after all the documentation has been received and approved by the City Project Manager.
- As part of invoicing, the Contractor shall make sure that they provide a progress claim, which details what they are claiming for work completed, as it relates to the cost submission form.

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- For any parts/material purchased to complete additional work, the supplier invoice shall be provided with the progress claim. The mark-up shall not exceed 15%. The work order(s) must be included with the invoice for reference purposes. Please refer to page 16 for the rates to be completed associated with any additional work required.
- Invoices shall include backup for all disbursements (time sheets may be requested).
- All invoices are to be submitted to the City Project Manager for review, approval, and processing.

4.0 SCHEDULE

The Proponents has provide a schedule identifying how they plan to be able to install all signs by December 31, 2019.

DATE	ACTION
August 21, 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 9, 2019	<ul style="list-style-type: none"> • Last date of submission of Clarification
September 23, 2019	<ul style="list-style-type: none"> • Anticipated Award date
September 30, 2019	<ul style="list-style-type: none"> • Anticipated Project Start / Kick-Off Meeting
December 31, 2019	<ul style="list-style-type: none"> • Project Substantial Completion

APPENDIX A

SCOPE OF WORK FOR PROMOTIONAL SIGNS

Overview of the project: The City of Iqaluit intends to procure promotional signs for the City Hall and other facilities. The stand-alone signs are to be erected on piled foundation. Rigid bolt or other fixed type mechanism clamps shall be provided for the wall mounted signs (see picture 1 for sample). All signs shall be cleanable, water resistant, and of high quality. Scope of work include:

General Requirements

The contractor shall be responsible for design, construction, and installation of required signs, along with foundation systems and electrical lighting. The contractor shall be responsible for acquisition for all permits as necessary from the regulatory authorities to complete the work. The contractor shall produce all designs and obtain client approval prior to fabrication. Design shall include, architectural views, detail structural (post, foundations etc.), electrical, lights etc. The contractor shall design as necessary the lighting system associated with the new signs. The electrical engineer to determine nearest power supply, cable/ termination, and isolation requirements. This shall be provided before construction starts and shall be supplied through Shop Drawings. Where there is no electricity such as the cemetery, the signs shall be made of highly reflective material, so it is visible to vehicle lights. All designs prepared for this project must be stamp and signed by a Professional Engineer licensed in the Territory of Nunavut.

The City shall provide the successful proponent with logos, wordings and approval of font sizes, colour and general design layout after contract award. The final design shall be submitted for the City's approval prior to manufacturing. Sites suggested for erection must be mutually agreed with the client prior to processing permits for the sites.

The Contractor shall install the signs and lights in accordance to the detail engineering specifications, and drawings.

Detailed engineering drawings and specifications are to be provided after contract award by the successful proponent. A final review and report of completed installation by the stamping engineer prior to project completion is required.

- 1) Design, build, and install sign at **City Hall** entrance. Sign shall include as a minimum the following:

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- ✓ The signs shall be 8.5m x 3.5m made of Polyvinyl not less than 20mm thick or materials of higher quality on rigid steel frame, sealed to prevent water and moisture penetration
 - ✓ Connect electricity to the sign from nearby power source to light the sign. The contractor shall provide lighting and electrical diagram.
 - ✓ The sign shall be erected on piled foundation. Detail engineering design of the piled foundation and wind resistance engineering are required. Design shall detail required structural supports.
 - ✓ Have a fish relief back lit (See picture 3 for guide) swimming fish created alternated timed LED lights with ability to program color changes if desired.
 - ✓ All signs need to be in Inuktitut, English and French in this order
 - ✓ Needs to indicate City Hall, Arnaitok Arena, Emergency Services
- 2) Design, build, and install **AWG Arena** sign. Similar look and feel as the City Hall sign, 6m x 3m made of Polyvinyl not less than 20mm thick or material of higher quality on a rigid steel frame, sealed to prevent moisture and water penetration. Shall include as a minimum the following:
- ✓ Assess for the ability/cost to connect power the lights on the board.
 - ✓ the sign will need to be piled foundation. Located at the property.
 - ✓ All signs need to be in Inuktitut, English and French in this order
- 3) Design, build, and install new **Cemetery** sign to replace the signs at the Old Cemetery and Apex Cemetery. Signs shall be made of wood of not less than 25mm thick with a dimension of 4ft x 4ft with erected on two wooden post (see picture 4 for sample)
- 4) Design, build, and install signs using the sample of picture 1 below for under listed locations. Signs shall be made of Aluminum of not less than 12.5mm thick with a dimension of 4ft x 4ft with rigid structure for wall mounting. Sign Features shall include as a minimum the following:
- ✓ All signs need to be in Inuktitut, English and French in this order.
 - ✓ These signs will be all mounted

Locations

- ✓ City garage
- ✓ 2425 Iqaluit
- ✓ Landfill
- ✓ Water treatment plant
- ✓ Wastewater treatment plant
- ✓ Air base garage,
- ✓ Maintenance building,
- ✓ lift stations
- ✓ Booster stations
- ✓ Youth Centre

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NOTE:

- 1) Successful proponent shall provide a detail schedule on how the overall assignment will be executed, from engineering design, shop drawing submissions / fabrication and construction, immediately after project award.
- 2) Vendor must submit shop drawings for review and approval by the City prior to production. The City reserves the right to reject outrightly any item not approved prior to production and does not meet City's requirement.
- 3) The sample picture is for information only. The City would consider signs of similar size and higher quality

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Picture 2; Existing AWG Sign to be Replaced



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Picture 3: The LED lights are at the back of the fish. Sample lights for items 1 and 2



Picture 4: Cemetery Sample Sign

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APPENDIX B

Cost Submission Form (To be submitted on Proponent Letterheads)

Proposal Name: _____

Proposal Address: _____

Proposal 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.

Sections	Remarks	QTY	Unit	Rate \$	Amount \$
A	City Hall Sign	1	each		
i	Provision of all engineering and architectural services for the design of the sign, foundation, lights, and accessories	1	each		
ii	Construction of sign foundation, procurement of material, fabrication, installation and transportation to site of sign and all accessories (8.5m x 3.5m x 20mm)	1	each		
	Sub – Total			Lump Sum	
A.2	AWG Sign		each		
i	Provision of all engineering and architectural services for the design of the sign, foundation, lights, and accessories	1			
ii	Construction of sign foundation, procurement of material, fabrication, installation and transportation to site of sign and all accessories; (6m x 3m x 20mm)	1			
	Sub- Total			Lump Sum	
A.3	Supply, delivery and Install of Cemetery Sign 4ft x 4ft x 12.5mm)	2	each		
A.4	Supply, Delivery and Install of Facility Signs (4ft x 4ft x 12.5mm)	10	each		
	Total				
	Total plus GST				

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Important Notes:

- ✓ The City reserve the option to either award contract only for the primary scope or both
- ✓ All prices quoted include supply, transportation and installation
- ✓ Site visit is recommended prior to submission of Proposal for this project.
- ✓ Work may have to be performed at night to minimize disruption to services to the City
- ✓ Site reports and pictures are required daily while during construction and weekly during engineering and procurement phases

RATES FOR ADDITIONAL WORKS

Proponent shall provide rates for additional work. These shall form part of the contract and shall remain valid for the duration of the contract. Rates for labor include hand tools, office and facilities. Rates for equipment include the mobilization, demobilization, to and from site, consumables (fuel, oil etc.), operator, any assistant required for the operation of the machine. The list is not exhaustive, proponent can modify and add other resources applicable to the project

S/N	Description	Hour Rate \$	Mark up % (Max 15%)
1	Engineer/Architect		
2	Site Supervisor		
3	General Labor		
4	Technicians		
5	Excavator		
6	Crane (Contractor to specify capacity)		
7	Welding Machine		

Proponent Representative

Name: _____ Signature: _____ Date: _____



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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 "Contractor")

OF THE SECOND PART

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

AND WHEREAS the Contractor 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 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 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 Contractor at:

#####

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- 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 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 Proposals or Proposal call, the provisions of the request for Proposals or Proposal call and the Contractor'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 Contractor's Proposal or Proposal submission, and the City's original Proposal 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.

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- 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 Contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the Property") shall vest in the CITY OF IQALUIT and the Contractor hereby absolutely assigns to the CITY OF IQALUIT the copyright in the property for the whole of the term of the copyright. The Contractor 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 Contractor 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 contractor the CITY OF IQALUIT by notice in writing to the Contractor.
- 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. CONTRACTOR RESPONSIBILITIES
- 6.1 The Contractor 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 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 the 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

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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 design, 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 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 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

- 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 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.

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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 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 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 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. Invoices from Nunavut Contractors (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 Contractor or a Subcontractor 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 sub-contractors and 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 \$1,000,000.00. The limitations of liability will apply, to the extent permitted by law, whether Contractor's liability arises under breach of contract or warranty; 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-Contractors.
- 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.

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- b) Employer's liability insurance with limits not less than \$500,000 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 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 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 (\$2,000,000.00) (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 *
 - Contractor'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-Contractors as additional insureds only with respect to the terms of this contract and shall extend to cover the employees of 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.



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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 CONTRACTOR:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness