



## **Recruitment Services for Chief Administrative Officer (CAO)**

### **REQUEST FOR PROPOSALS**

The City of Iqaluit seeks to retain the services of an executive search firm (Consultant) for the selection of Chief Administrative Officer

Proposals Due:

No later than 4:00 P.M. E.T. on

October 5, 2022

2022-RFP-Admin03

SUBMIT ELECTRONICALLY VIA MERX.COM

# CAO RECRUITMENT SERVICES

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## 1.0 INTRODUCTION

### 1.1 Objective

The City of Iqaluit seeks to retain the services of an executive level recruitment firm (Consultant) to provide recruitment services for the position of Chief Administrative Officer.

The Request for Proposal ("RFP") is available electronically by downloading from the City of Iqaluit website or from MERX.com

### 1.2 Services Required

The City is seeking qualified and experienced professional search firms to provide recruitment services. The proponent shall develop the hiring process, be responsible for the recruitment strategy and ultimately deliver qualified candidates for the City Council Search Committee to consider.

The executive Search Firm will be required to provide the following services at minimum.

- 1. A recruitment strategy for review and comment by the Search Committee**
- 2. The consultant is required to be in Iqaluit for a minimum of two in-person visits.** The first at the initiation of the project and the second during the final recommendation to meet with the selection committee, introduce the final candidate(s) and meet with Council.
- 3. Update position job description and develop position profile**
- 4. Post the position description/profile.** The consultant will facilitate the job posting and advertising of the position
- 5. Source qualified candidates and present to the CAO selection committee.** Develop a list of relevant candidates to the CAO Selection Committee based on the competencies identified in the position description/profile. Include written summary reports, including a leadership assessment for each candidate identified for first and second interviews.
- 6. Recommend a short list of candidates and present to selection committee**
- 7. Facilitate first and subsequent rounds of interviews:** Develop interview questions to assess relevant competencies conduct personal assessments etc. solicit feedback for the Selection Committee on interview question themes and format.
- 8. Facilitate identification of preferred candidates.**
- 9. Manage interactions and communications with candidate.** Liaise with the candidate and Selection Committee. Act as the hiring representative during this process or as otherwise directed by the CAO Selection Committee.

**10. Facilitate job offer negotiations with the successful candidate.** All offers are pending CAO Selection Committee recommendation to council and final council approval.

**11. References, education verification, media scan and background checks:**

Ensure candidate passes appropriate background checks and pre-employment checks. Conduct professional reference checking. Conduct media scan.

**12. Confidentiality:** Given the nature of the position and sensitivity of the information collected during the search, the consultant is expected to maintain a strict level of confidentiality.

### **1.3 Minimum Qualifications**

- A minimum of five years with experience in the professional recruiting field
- A proven history of engagements of similar size and scope, with other government public sector clients.
- Experience in recruitment and selection in Nunavut and/or the Northern Territories is preferred.

### **1.4 Definitions**

In this RFP the following definitions shall apply:

“City” means City of Iqaluit;

“City Representative” has the meaning set out in section 3.6;

“City Website” means [www.iqaluit.ca](http://www.iqaluit.ca);

“Closing Time” has the meaning set out in 3.1;

“Consultant” means the recruitment firm selected to perform the work

“Contract” means a formal written agreement between the City of Iqaluit and the Preferred Proponent to undertake the Services, the preferred form of which is attached as Appendix A;

“Evaluation Team” means the team appointed by the city to evaluate the proposals;

“Preferred Proponent(s)” means the Proponent(s) selected by the Evaluation Team to enter into negotiations for a contract;

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“Project” means each recruitment and selection;

“Proponent” means an entity that submits a proposal;

“Proposal” means a proposal submitted in response to this RFP;

The “Project” means the work and services that are described in the Terms of Reference of this RFP;

“Search Committee” means the members of City Council appointed to participate in the selection process and make the final recommendation of a CAO candidate to City Council;

“Successful Proponent” means the Proponent who has entered into a contract with the City of Iqaluit in response to this RFP;

“Services” has the meaning set out in Schedule A “Scope of Services”.

## **2.0 BACKGROUND**

### **2.1 Location**

Iqaluit is the capital of the Nunavut Territory and is located at the south end of Baffin Island near the end of Frobisher Bay (63° 45'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 ports of Becancour or Ste. Catherine's Que. in the summer.

### **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.

### **2.3 Climate**

Iqaluit has an Arctic climate with an average January temperature of -21.5°C and July average temperature of 8°C. 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.

### **2.4 City Growth and Population**

The City of Iqaluit is the newest Capital City in Canada and as a result has experienced a period of rapid development and growth. Iqaluit is the seat of government for the Territory of Nunavut and is the home base for many federal

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and territorial government departments and Inuit organizations. The City is a regional center for the Territory with many northern businesses and organizations making it their base of operations. The current population of Iqaluit is estimated at about 8300 people with an average annual growth rate between three and four percent.

### 2.5 City of Iqaluit Involvement and Responsibilities

The City of Iqaluit agrees to provide available information and supply the following services to the successful Consultant:

- a) Make available any human resource materials, city documents, and by-laws associated with the positions;
- b) All documentation including applications, evaluations, etc. shall be the property of the Corporation of the City of Iqaluit upon the completion of this project.

## 3.0 INSTRUCTIONS TO PROPONENTS

### 3.1 Submission

No later than 4:00 p.m. ET on October 5, 2022 (the “Closing Time”), the Proponents shall submit their proposals via MERX.com

The subject line must reference: **RFP CAO Recruitment Services – 2022-RFP-Admin03**

**Amendments and RFP’s received at any other location will not be considered.**

Time received is based on MERX platform.

Proposals shall be submitted electronically via MERX.com. Late submissions will not be accepted.

### 3.2 Inquiries and Amendments

All inquiries are to be directed by email to:

Tammy Ernst-Doiron  
City Clerk  
City of Iqaluit  
P. O. Box 460  
Iqaluit, NU  
X0A 0H0  
t.ernst-Doiron@iqaluit.ca

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The deadline for submitting inquiries is September 30, 2022

To ensure consistency and fairness to all Proponents, any information with respect to significant inquiries will be posted in the form of written amendments or clarifications on the City of Iqaluit Webpage under “Tenders and Proposals” and on MERX.com. Verbal explanations or instructions will not be binding.

### **3.3 Addenda**

If the City determines that an amendment is required to this RFP, the City Representative will issue a written addendum by posting it on the City of Iqaluit Website at [www.Iqaluit.ca](http://www.Iqaluit.ca) and [MERX.com](http://MERX.com). It will be responsibility of the Proponents to check the sites for addenda. The only way this RFP may be added to, or amended in any way is by a formal written addendum. No communication whether written or oral from any person will affect or modify the terms of this RFP or may be relied upon by any Proponent.

### **3.4 Opening of the Proposals**

There will be no public opening of the Proposals.

### **3.6 City Representative**

For the purposes of this RFP, the City of Iqaluit representative is Ms. Tammy Ernst-Doiron, City Clerk.

### **3.7 Terms and Conditions**

- 3.7.1 Submission of a proposal constitutes acknowledgement that the Proponent has read and agrees to be bound by all the terms and conditions of this Request for Proposal.
- 3.7.2 The City will not make any payments for the preparation of a response to this Request for Proposal. All costs incurred by a Proponent will be borne by the Proponent.
- 3.7.3 This is **not** an offer. The City of Iqaluit does not bind itself to accept the lowest price or any proposal submitted.
- 3.7.4 The City has the right to cancel this Request for Proposal 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.
- 3.7.5 The City will not be responsible for any proposal that does not indicate the Request for Proposal reference, and the Proponent’s name.

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- 3.7.6 The City will not be responsible for any proposal that is delivered to any address other than that provided in Section 3.1 of this RFP.
- 3.7.7 If a contract is to be awarded as a result of this Request for Proposal, it will be awarded to the Proponent whose proposal, 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.
- 3.7.8 If the City decides to award a contract based on a submission received in response to this Request for Proposal, the successful Proponent 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 the contract is signed by both parties.
- 3.7.9 The contract will be in the form of the City's standard "City of Iqaluit Services Agreement" and it will contain the relevant provisions of this Request for Proposal, 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 standard "City of Iqaluit Services Agreement" is included as Appendix A.
- 3.7.10 In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
- 3.7.11 Any amendment made by the City to the Request for Proposal will be issued in writing and posted on the City of Iqaluit Webpage and MERX.com
- 3.7.12 An evaluation committee will review each proposal. The City reserves the exclusive right to determine the qualitative and quantitative aspects of all proposals relative to the evaluation criteria.
- 3.7.13 Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time prior to acceptance by the City and issuing of a Letter of Intent.
- 3.7.14 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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3.7.15 The proposal and accompanying documentation submitted by the Proponents will remain property of the City and will not be returned.

### 3.8 Conflict of Interest

A 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.

### 3.9 Solicitation of Council Members, City Staff and City Consultants

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 City Representative named in section 3.6, at any time prior to the award of a contract or the cancellation of this RFP.

### 3.10 Validity of Offer

The proposals shall remain open for acceptance for a period of sixty (60) days from the closing date of this Request for Proposal.

## 4.0 EVALUATION OF PROPOSALS

The evaluation of the proposals shall be based on a two stage rating system: technical and cost/services.

The factors presented as follows in Tables 1.

<b>Table 1 PROPOSAL EVALUATION RATING TABLE</b>	
<b>Rating Factors</b>	<b>Weight Factor</b>
1. Search Firm Company Profile	10
2. Project Team: Qualifications and Experience	25
3. Approach and Methodology to Search	25
4. Guarantee period and follow – up	10
5. References	5
<b>Sub Total</b>	<b>75</b>
6. Cost	20
7. Local, Inuit, Nunavut	5
<b>RFP EVALUATION TOTAL</b>	<b>100</b>

Table 1 *Proposal Evaluation Rating Table*

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The Proposal will be used to evaluate the Proponent's understanding of the Project, and ensure they propose to meet the service requirements. It will also be used to evaluate the Proponent's experience and qualifications. The Proposal shall include all the information required to rate the proposal, including the cost component.

### **4.1 Search Firm and Company Profile**

A description of the consulting firm relevant to its ability to fulfil the City of Iqaluit's needs as described in this RFP. The description should include, at minimum, a company profile, the general philosophy and approach to recruiting for the public sector. Relevant information about the firm's history, services offered, the firm's conflict of interest policy, specifically as it relates to filling similar positions during the same time frame.

(Maximum number of pages: 2)

### **4.2 Project Team: Qualifications and Experience**

The Proponent should present their team and lead consultant. The Proponent should include details on their background, qualifications and experience of the Proponent's team in relation to executive recruitment, specifically senior level executive positions for municipalities. In this section, proponents will identify their team members and their role in the City of Iqaluit search. They shall also include the relevant experience in previous CAO search projects.

Proponents must provide a list of clients and senior level leadership positions for which it has recruited in the past three years. Information to be included: Position recruited for, department/organization name, contact information, dates of search, duration of search, outcomes of the search. Any experience with recruitment work in the Nunavut should be included.

(Maximum number of pages 6 )

### **4.3 Approach and Methodology**

The Proponent will describe its approach to recruitment of the positions listed as it relates to the City of Iqaluit. They should demonstrate an understanding of Iqaluit's unique culture and knowledge of the opportunities and challenges facing the City. They will outline the process they will undertake to recruit and select candidates and present the information to the Selection Committee. They will also provide a high-level schedule highlighting key activities. Proponents should include features of their services that give them a competitive advantage.

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(Maximum number of pages: 3)

### **4.4 Guarantee Period and Follow up**

The proposal must provide details of their firm's candidate guarantee policy and how their firm will manage any follow up. Proponents will indicate how their firm will guarantee the selected candidate.

(Maximum number of pages: 2)

### **4.5 References**

The City will consider the Proponent's demonstrated experience on similar engagements. Three references should be provided from the list under section 4.2 project team.

(Maximum number of pages for past projects: 6)

Ratings will be confidential and no details will be released about other Proponent's Proposals.

### **4.5 Costing Submission**

\*Please see appendix B- Pricing Form\*

#### **4.5.1 Lump Sum Submission**

A lump sum price for the CAO recruitment services should be clearly identified on the Pricing Form (*Appendix B*)

The City will rate the cost submission based on the following formula:

Score = (lowest price/ proponent's price) x weighting (20)= Proponent's Pricing Points

The costing submission shall be submitted electronically along with the technical proposal. The heading should be call "COSTING SUBMISSION". Rates must be provided in Canadian funds, GST should be shown separately.

It is expected that the work will be done both in person and remotely

The costing submission shall include a breakdown of the total project cost in the form of a Fee Schedule and Time Schedule

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- Fee Schedule: A matrix with project tasks on the vertical axis, and project personnel on the horizontal axis. The Fee Schedule shall show the corresponding value of work.
- Time Schedule: A Time Schedule shall also be submitted as a separate matrix, in the same format as the Fee Schedule, and will show the time commitment of the Project Team members to the individual tasks. In addition, hourly rates will be provided for all Project Team members.

### 4.5.2 Local, Inuit, Nunavut

Points will be awarded for firms with an office located in Iqaluit, Inuit consultants working on the project and consulting firms registered under Nunavummi Nangminiqagtunik Ikajuuti (NNI). Proponents will indicate on Pricing Form (Appendix B)

## 5.0 Terms of Payment

The consultant shall be reimbursed on a monthly basis for works completed. Monthly invoices shall include backup for all disbursements (time sheets are required).

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.

No additional invoicing will be accepted above and beyond what the City has agreed to as per the contract. If additional work is requested by the City of Iqaluit, the request must be made in writing to the City Representative (section 3.6) in writing for review. **At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.**

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### 6.0 SCHEDULE

RFP Issued	September 18, 2022
Deadline to submit questions	September 30, 2022
RFP Closes, deadline to submit proposals	October 5, 2022
Final selection and contract negotiation	Week of October 11, 2022
Initiation meeting (virtual or in person)	Week of October 11, 2022

## **Appendix A**

### **City of Iqaluit Service Agreement**

BETWEEN:

THE CITY OF IQALUIT, as represented by the Department of Recreation (hereinafter referred to as the "CITY OF IQALUIT")

OF THE FIRST PART

AND:

XXXXXXXXXX, XXXXXX, (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 dated \_\_\_\_\_ and titled XXXXXX.

AND WHEREAS the Consultant has agreed to provide such services to the CITY OF IQALUIT in its Response to the Request for Proposal which Response is 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 the provision of services for the construction of XXXX..... 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 XXX plus GST for the Provision of XXX Services for 200X based on the Proposal dated XXX, 200X and as attached in Appendix A hereto.

#### **2. TERM**

- 2.1. This Contract shall commence on the 1<sup>st</sup> of XXX, 200X and terminates on the 31<sup>st</sup> day of XXX, 200X, 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:

Amy Elgersma  
Director of Recreation  
City of Iqaluit  
P.O. Box 460  
Iqaluit, NU  
X0A 0H0  
a.elgersma@city.iqaluit.nu.ca

Reference:

ii) If to the Consultant at:

XXXXX

- 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. ENTIRE AGREEMENT

This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.

#### 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 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.
- 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 CITY OF IQALUIT 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.

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- 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, 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.
- 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 other Minister, officer, employee or agent of the CITY OF IQALUIT.
- 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 activities 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 Contractor) for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the Consultant's control.
- 6.3 In the event that the Consultant is, in the opinion of the CITY OF IQALUIT, in default in respect of any obligation of the Consultant hereunder the CITY OF IQALUIT may do any act as it deems necessary to rectify such default and the CITY OF IQALUIT may deduct or set off the cost of such rectification against any payment due the Consultant may recover any and all costs associated with any such remediation, whether such costs are direct or indirect, from the Consultant, whether by deduction against funds which would otherwise be paid to the Consultant by the CITY OF IQALUIT, set off, or independent claim for compensation.



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- 6.4 ASSIGNMENT: 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 Contractor under this contract, the consent in writing of the Comptroller General of the CITY OF IQALUIT must be obtained, pursuant to S.69(4) of the Financial Administration Act (Nunavut) as amended or reenacted in successor legislation during the term of this Contract.
- 6.5 The Consultant shall keep proper accounts and records of the services for a period of 3 years after the expiry of this agreement. At any time during the term of this contract or any extension set out herein, the Contractor, upon the request of the CITY OF IQALUIT shall produce such accounts and records.
- 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 In the event that the provision of these services creates a conflict with any other party that the Consultant may represent, the CITY OF IQALUIT and the Board or Agency to which services are being rendered shall be advised of the conflict immediately.
- 6.8 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 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 at their expense and at no additional cost to the City of Iqaluit, do everything by way of revision of the design to bring the cost estimate within the project budget.

### 6.9 Confidential Data

- a) 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 the (Consultant 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 Consultant shall forthwith invoice the CITY OF IQALUIT for work performed to the date of termination.

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- 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 Contractor prior to termination, and any payment of funds to the Contractor shall be subject to and net of any penalty incurred pursuant to paragraph 7.4 herein.

### 8. FINANCIAL

- 8.1 It is a condition of this contract that payment hereunder is subject to Section 46 of the *Financial Administration Act (Nunavut)* as amended or reenacted in successor during the term of this Contract. Section 46 currently provides as follows:

*"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."*

- 8.2 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 consultant. Any such hold back shall continue until the breach has been rectified to the satisfaction of the CITY OF IQALUIT.
- 8.3 The CITY OF IQALUIT may set off any payment due the (Consultant Contractor) against any monies owed by the Consultant to the CITY OF IQALUIT.
- 8.4 The City of Iqaluit will pay the Goods and Services Tax (GST).
- 8.5 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 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.
- 8.6 The CITY OF IQALUIT may, in order to discharge lawful obligations or to satisfy lawful claims against the Consultant or a Sub consultant 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 obligee of and the claimants against the Consultant or Sub consultant.

### 9. INSURANCE

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

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of an accident causing injury or death to an employee of the Consultant or Subconsultant, 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 employee 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 (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.)
- d) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or licensed by the (Consultant Contractor) and used in operations for the performance of this contract with a bodily injury, death and property damage and passenger hazard limit of five million dollars (\$5,000,000.00) (inclusive).
- e) 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
- f) 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.
- g) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000, covering the property of the CITY OF IQALUIT while in the care and custody of the Consultant during any transit, warehousing and delivery services called for by the contract.

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All policies shall provide that thirty days written notice be given to the CITY OF IQALUIT prior to any material changes or cancellations of any such policies.

The policies shall name the CITY OF IQALUIT and all Sub consultants as additional insureds only with respect to the terms of this contract (except on Workers' Compensation Insurance and Professional Liability) 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## CAO RECRUITMENT SERVICES

### **Appendix B – Pricing Form**

- a) The costing submission shall clearly state the upset limit with GST shown separately. Disbursements will be considered to be part of the upset limit fee. No additional invoicing for disbursements shall be accepted. At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.
- b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and accommodation costs, all insurance costs, all costs of delivery, including advertizing, all overhead and any fee or other charges as may be required.
- c) Exception to the all-inclusive rate is:
  - a. the cost of interpretation and translation in the Inuit language, the City of Iqaluit will arrange for these services when required.

#### **Pricing Form**

##### CAO Recruitment Services (lump sum)

\$ \_\_\_\_\_

##### Local, Nunavut, Inuit

Yes/No

Does the firm has an office in Iqaluit?	
Is the firm registered under Nunavummi Nangminiqagtunik Ikajuuti (NNI).	
Does the firm have Nunavut Inuit consultant(s) working on the project?	

\_\_\_\_\_  
Signature of proponent

\_\_\_\_\_  
Date

