



**REQUEST FOR PROPOSALS**  
**JANITORIAL**  
**SERVICES (2-YEAR)**

**PROPOSAL CALL: April 20 2022**

**PROPOSALS DUE: May 12 2022 – 4:00pm EST**

**2022 – CITY RFP - 031**

# 1. GENERAL

## 1.1 Introduction

The following is a Request for Proposal (RFP) for Janitorial Services for the City of Iqaluit Civic facilities including City Hall, 1085 Mivvik Street, Subsidiary Office Building 901, Federal Road Garage, and City Accommodation Unit for a two-year period (24 months) starting May 30 2022.

The requirements of the submission are outlined in Sections 2 and 3, and the objectives, scope of work and deliverable of the project are outlined in the Terms of Reference in Section 5.

## 1.2 Background Information

### 1.2.1 Location

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

### 1.2.2 Geology and Terrain

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

### 1.2.3 Climate

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

## 1.3 Definitions

The City:	The City of Iqaluit, Nunavut
The RFP:	This request for professional services for the City of Iqaluit.
The Proponent:	The firm submitting a proposal in response to this RFP.
The Project:	The work and services that are described in the Terms of Reference of this RFP.
The Contract:	The City shall enter into a contract with the successful Proponent for the professional services described in the Terms of Reference of this RFP.

## 2 INSTRUCTION TO PROPONENTS

### 2.1 Submission

- a) Proponents must submit electronic (PDF) copies of their Proposal(s), emails are to be received before 3:00 pm EST on May 12, 2022 addressed to:

Amy Elgersma  
CAO  
City of Iqaluit  
[A.Elgersma@iqaluit.ca](mailto:A.Elgersma@iqaluit.ca)

Emails should be clearly marked in the subject line with “City of Iqaluit– Janitorial Services – Proponent Name.

Proponents shall submit the work outline submission and the cost submission in separate files.

- 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) Outline and Commercial submissions shall be submitted in separate files. Bidders shall submit a Cost Submission form identifying the corresponding costs.

### 2.2 Inquiries and Amendments

All inquiries concerning this Request for Proposal are to be directed to:

Alison Drummond  
City of Iqaluit  
[a.drummond@iqaluit.ca](mailto:a.drummond@iqaluit.ca)

To ensure consistency and fairness to all proponents, all firms who have received the Request for Proposal will receive any information with respect to significant inquiries in the form of written amendments or clarifications. Verbal explanations or instructions will not be binding.

The deadline for submitting inquiries is **May 6, 2022** at 4:00 p.m. local Iqaluit time.

### 2.3 Proponents Requirements

The successful proponent must have a valid City of Iqaluit Business License prior to commencement of the project.

## **2.4 Terms and Conditions**

- 2.4.1 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 Proposals.*
- 2.4.2 The City will not make any payments for the preparation of a response to this Request for Proposals. All costs incurred by a proponent will be borne by the proponent.*
- 2.4.3 This is not an offer. The City does not, by virtue of this proposal call, commit to an award of this 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.*
- 2.4.4 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.*
- 2.4.5 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 Request for Proposal.*
- 2.4.6 The City will not be responsible for any proposal that does not indicate the Request for Proposal reference, and the proponent's name.*
- 2.4.7 The City will not be responsible for any proposal that is delivered to any address other than that provided in Section 2.1 of this RFP.*
- 2.4.8 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.*
- 2.4.9 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 whatever until the contract is signed by both parties. |In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.*
- 2.4.10 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 Proposals, 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.*

*2.4.11 A copy of the Services Agreement is included as Appendix 'B'.*

*2.4.12 Any amendment made by the City to the Request for Proposal will be issued in writing and sent to all who have received the documents.*

*2.4.13 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.*

*2.4.14 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.*

*2.4.15 The proposal and accompanying documentation submitted by the proponents are the property of the City and will not be returned.*

*2.4.16 Proponents must acknowledge receipt of any addenda issued by the City in their proposal.*

*2.4.17 Proponents 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.*

*2.4.18 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 2.6, at any time prior to the award of a contract or the cancellation of this RFP.*

## **2.5 Validity of Offer**

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

## **3 PROPOSAL REQUIREMENTS AND EVALUATION**

The Proposal shall include all the information required to rate the proposal, including the cost component.

The Proposal will be used to evaluate the proponent's understanding of the project and methodology, and ensure they propose to meet the Terms of Reference and provide the required deliverables. It will also be used to evaluate the proponent's experience, and project team.

The requirements of this project are outlined in the Section 5 -Terms of Reference.

### **3.1 Company Profile and Experience**

The proponent will provide a company profile and describe projects and contracts undertaken that are of a similar scope and nature as the required services as indicated in this RFP. Demonstrated experience and ability to satisfy the requirement of a project of this scope, related experience and include references of previous projects. Three projects/contracts should be provided. Each project description shall be no longer than a half (1/2) page for each description.

(Two page maximum)

### **3.2 Experience and Qualifications of Personnel**

The proponent shall outline relevant experience and qualifications of its team members, including the supervisors of the janitorial staff who are being proposed to work in the City facilities.

(Three pages, maximum)

### **3.3 Equipment, Janitorial Supplies and Cleaning Products**

The proponent shall provide description of the equipment, supplies and cleaning products that is proposed for the City of Iqaluit Facilities Janitorial Services.

(One page maximum)

### **3.4 Availability**

The proponent shall clearly identify that it can meet the minimum requirements as described in section 5 for availability.

(One page maximum)

### **3.5 Costing**

The costing submission will be submitted in a separate file from the technical submission. This file must be clearly labelled "**COSTING SUBMISSION**" and include the project title. Failure to clearly label this file may result in the proposal not being accepted. The costing submission should clearly identify a Total Fixed Fee with GST shown separately and an estimated cost for flights, if required, for the duration of the contract. All disbursements, including flight costs, will be considered to be part of the Total Fixed Fee. No additional invoicing for disbursements shall be accepted. At no time shall the Total Fixed Fee be exceeded without prior written authorization from the City of Iqaluit.

The proponent shall include in the fee proposal:

- a) Fixed Fee: Include number of hours per week and hourly rate
- b) Per unit rate: Include a base rate for city accommodation units janitorial services provided on occasion/as and when.

- c) Hourly Rate, additional hours (optional): The proponent may extend the hourly rate for additional hours for “as and when” requests that exceed the set weekly hours (example deep cleaning project at other city facilities). The proponent shall clearly indicate in its proposal whether the hourly rate will extend to additional hours “as and when”.
- d) Per unit rates for consumables: Sanitizers, General Cleaning Products, Garbage bags, foam hand soap, toilet paper, dish soap, etc.

### 3.6 Inuit Content

In compliance with Article 24 of the Nunavut Land Claims Agreement (NLCA), the City will provide consideration for the proponent’s use of goods and services from Inuit sub-contractors and suppliers, and for the employment of Inuit in delivering the contract.

Inuit Labour: Percentage of Inuit labour associated with the labour of the requested services.

Inuit Firm: Information informing of the percent Inuit ownership of the firm and NNI registry confirmation.

### 3.7 Evaluation of Proposals

The evaluation of the proposals shall be based on the factors presented as follows in Table 1.

<b>Table 1 EVALUATION RATING TABLE</b>	
<b>Rating Factors</b>	<b>Weight Factor</b>
1. Company Profile and Experience	30
2. Experience and Qualifications of Personnel	10
3. Equipment, Janitorial Supplies and Cleaning Products	10
4. Availability	10
<b>Subtotal Technical Submission</b>	<b>60</b>
7. Cost of Services	25
8. Inuit Content	Inuit Labour 10
	Inuit Firms 5
<b>TOTAL</b>	<b>100</b>

## **4 TERMS OF PAYMENT**

The consultant shall be reimbursed on a monthly basis for work completed.

Each 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 (if applicable), the proposed costs and costs to date, and percentage invoiced to date.

Any requests to change terms of the contract must be made in writing to the Chief Administrative Officer in advance. At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.

## **5 TERMS OF REFERENCE**

### **5.1 Background**

The City of Iqaluit requires janitorial services for offices, including City Hall 1085 Mivvik Street, Building 901 stair well and upstairs offices, and Federal Road Garage.

- The City Hall consists of offices space and council chambers, approximately 7,500 square feet of space. The office hours are generally 9:00AM-5:00PM weekdays with evening meetings taking place in the Council Chambers.
- Building 901 consists of offices for municipal enforcement, public works and other city departments, approximately 5500 square feet. The hours of operation are generally 8:00AM-5:00PM, weekdays.
- The Federal Road Garage office space consists of two washrooms a common area, stairs and four offices.

### **5.2 Scope of Services**

The regular minimum cleaning visits include:

- City Hall - four times per week, twenty hours per week and during non-business/non-meeting hours
- 901 – four times per week, sixteen hours per week and during non-business hours
- Federal Road Garage –twice per week on Tuesday and Friday in the morning six hours per week
- 

*Note: in the event that any of the City offices relocate within the term of the contract, the number of hours for that facility will be carried forward to the new facility and the contractor agrees to continue the service at the new or alternate location.*



Minimum cleaning requirements:

Report any damage to facility to Contract Administrator or authorized designate.

#### Daily

Clear all main entrances of debris, including front and rear at 1085 Mivvik Street

Clean glass in main doors

Spot clean walls and doors as needed

Wet mop hard floors with germicidal detergent.

Empty all waste receptacle containers and replace garbage bags

Waste receptacles in washroom are emptied daily and cleaned with germicide cleaners.

Replace garbage bag daily.

Remove bagged garbage from all locations.

Clean and sanitize washrooms, counter tops, sinks toilets, fixtures, doors, handles, partitions with germicide cleaner. Clean mirrors. Restock all paper products. Refill soap containers.

Wet mop, clean and disinfect washroom floors with germicidal cleaner.

Wash hand railings with germicidal detergent.

Dry mop all stairs.

Dry mop all common hallways.

Remove all scuffmarks from the floors.

Vacuum all entrance mats.

Vacuum all offices and meeting rooms

Disinfect or sanitize all door handles, light switches, tabletops, etc.

Clean and disinfect kitchen sinks and counter tops

Fill and run dishwashers (coffee mugs etc.)

Wipe down all kitchen appliances, sanitizing all handles

All cleaning supplies, carts etc. stored in approved locations.

#### Weekly

Dust ledges, mouldings and baseboards.

Clean glass in all doors

Wash door kick plates and hand plates.

Wash all doorframes and hardware.

Wash walls, floors to ceiling in washrooms with germicidal detergent.

Wet mop all stairs with germicidal detergent.

Vacuum underneath all entrance mats.

Wash out all garbage containers with germicidal detergent.

All storage areas clean and tidy

Wipe down with sanitizers all chairs, benches and seats

Clean all filing cabinet handles with sanitizer and dust down as appropriate.

### Quarterly

Clean all interior windows.

Dust high ledges and pipes.

Dust all vents and light fixtures.

### City Accommodation Unit Cleaning- Occasional "as and when"

Wash hard floors

Clean washroom sinks, fixtures, doors, handles with germicide cleaner. Clean toilets and shower.

Laundry (sheets and pillowcases)

Make up bedrooms

Vacuum

General clean up

## **5.3 Requirements**

### Material Safety Data Sheets (MSDS)

(a) Material Safety Data Sheets

Must be provided to the Contract Administrator and must be posted in all janitorial rooms at the Facility for all WHMIS controlled supplies or materials that are brought into the Facility and used in the performance of this Contract.

(b) All chemicals must be labelled in accordance with WHMIS, Workplace Hazardous Materials Information System.

### Keys and Building Codes

The Contractor shall be issued two sets of keys or access fobs to Buildings, of which no copies shall be made. No additional keys or fobs will be issued to the Contractor. If keys or fobs are lost, the Contractor will inform the Contract Administrator immediately and will be responsible for any costs associated with re-keying a Facility. The Contractor will be issued an individual access code for building alarms

The Contractor will not permit unauthorized access of persons to the Facilities. No Contractor employee or sub-contractor shall bring into any Facility any person other than employees of the Contractor or sub-contractor who are scheduled to work at that time.

### Equipment

(a) The Contractor shall supply all equipment necessary to perform the Work to the satisfaction of the Contract Administrator or authorized designate. All equipment shall be of a commercial type and must be approved / certified by one of the following organizations or deemed acceptable by a recognized Safety Authority (CSA, ULC, CUL, etc.).

(b) The Contractor shall ensure employees use commercial equipment and accessories that are appropriate for the specific tasks being performed. Equipment must be in good mechanical repair and not require excessive maintenance or create excessive down time that jeopardized the Contractors ability to provide the Janitorial Services agreed to.

(c) The City will not be responsible in any way for the Contractor's equipment that may be damaged or lost by fire theft or accident. Equipment shall only be kept in the designated storage room / janitor closet. The Contractor will be responsible for adequately insuring its equipment stored on the City's premises against loss by fire, theft, and accident or otherwise.

#### Janitorial Supplies and Cleaning Products

(a) The Contractor will supply at its own cost Scent free ecologically friendly, EcoLab or equivalent cleaning products, etc., necessary to carry out the cleaning and sanitary requirements for this Contract.

(b) The Contractor will supply all dispensers at its own cost, and consumables: toilet tissue (2 ply), paper hand towels, garbage bags, foam hand soap.

(c) The City will not be responsible in any way for the Contractor's janitorial supplies and cleaning products that may be damaged or lost by fire, theft or accident. Janitorial supplies and cleaning products shall only be kept in the designated storage room / janitor closet.

(d) All janitorial supplies and cleaning products used for performing the Work must be of a type, which will not have a deleterious effect on the buildings, their furnishings and finishes, the environment or persons using the same.

## 6 RFP SCHEDULE

DATE	ACTION
April 20 2022	• <b>RFP POSTED</b>
May 6 2022	• <b>DEADLINE FOR SUBMITTING INQUIRIES</b>
May 12 2022	• <b>CLOSING DATE FOR RFP</b>
May 19 2022	• <b>AWARD DATE</b>

## Appendix A – City of Iqaluit Services Agreement

### 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

IN ADDITION: ###

(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 "#####";

IN ADDITION, 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 ##<sup>st</sup> of #####, ##### and terminates on the ##<sup>st</sup> 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 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 tender call, the provisions of the request for proposals or tender call and the Consultant's bid or proposal submission are incorporated into this Contract and may be used to clarify, explain or supplement this Contract, but shall not be used to contradict any express terms of this Contract.
  - 4.3 In the event of a conflict between this Contract, the Consultant's bid or proposal submission, and the City's original tender bid instructions or Request for Proposals, the more recently prepared document shall govern to the extent of such inconsistency.
5. GENERAL TERMS
- 5.1 Any information obtained from, or concerning any department of the CITY OF IQALUIT or clients of any department of the CITY OF IQALUIT, by the contractor, its agents or employees in the performance of any contract shall be confidential. The 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, 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 if 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 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 Contractor 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 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 labour 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.



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.

## 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 consultant. 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 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 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 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 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) 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:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

FOR THE CONSULTANT:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness