



REQUEST FOR PROPOSALS

City Council Orientation Development and Facilitation

ADMIN-2019-003

**PROPOSALS DUE:
NO LATER THAN 4:00 P.M. E.S.T. ON
SEPTEMBER 13, 2019**

COUNCIL ORIENTATION FACILITATION

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1.0 INTRODUCTION

1.1 Purpose

The City of Iqaluit is seeking proposals for a consultant/facilitator to develop presentation materials and facilitate the Orientation for a new City Council. The City of Iqaluit requires an experienced facilitator, knowledgeable in municipal government and who is familiar with relevant Government of Nunavut Legislation with the ability to lead a new council orientation session.

The Request for Proposal (“RFP”) is available electronically by downloading from the City of Iqaluit website

Definitions

In this RFP the following definitions shall apply:

“City” means City of Iqaluit;

“City Representative” has the meaning set out in section 3.2;

“City Website” means www.city.iqaluit.nu.ca;

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

“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;

“Proponent” means an entity that submits a proposal;

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

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

“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”.

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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 port of Montreal and Valleyfield 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 and territorial government departments. The City has rapidly developed into a regional center for the territory with many Northern businesses and Inuit organizations making it their base of operations. The current population of Iqaluit is estimated at about 8,000 people.

2.5 Land Ownership System

Iqaluit has a unique land ownership system. The major land owners in Iqaluit are the Commissioner of Nunavut, the City of Iqaluit and the regional Inuit associations. These entities in turn lease land to individuals, corporations and other government departments. The City land is administered by a land acquisition by-law and by a Territorial Statute. Generally speaking, there is no private ownership of land.

3.0 INSTRUCTIONS TO PROPONENTS

3.1 Submission

No later than 4:00 p.m. EST on September 13, 2019 (the "Closing Time"), the Proponents shall their proposals electronically to M.VanStrien@city.iqaluit.nu.ca.

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The subject line must reference: RFP City Council Orientation Development and Orientation–admin-2019-001

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

The proposals should be clearly marked with the name of the Project and be made to the attention of Mr. Rod Mugford, City Clerk.

Proposals shall be submitted electronically by email only to the address listed above. The final decision on whether to accept late proposals is at the City's discretion.

3.2 Inquiries and Amendments

All inquiries are to be directed to:

Mr. Rod Mugford
City Clerk
City of Iqaluit
P. O. Box 460
Iqaluit, NU
X0A 0H0
r.mugford@city.iqaluit.nu.ca

The deadline for submitting inquiries is September 9, 2019 at 12:00 p.m. EST.

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". 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.city.iqaluit.nu.ca. It will be responsibility of the Proponents to check the website 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

3.5 Proponent Requirements

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

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3.6 City Representative

For the purposes of this RFP, the City of Iqaluit representative is Mr. Rod Mugford, 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 Request for Proposal.

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.

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.

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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.

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 3.2, 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 Table 1.

Table 1 PROPOSAL EVALUATION RATING TABLE	
Rating Factors	Weight Factor
1. Understanding the Needs and Meeting the Requirements	10
2. Approach and Methodology	25
3. Experience on similar municipal projects and past performance	25
3. Presentation and Quality of Proposal	15
4. Facilitator Skills	10
Subtotal Technical Submission	85
1. Local Content (Inuit, Nunavut, Local)	5
2. Cost of Services	15
RFP EVALUATION TOTAL	100

Table 1 *Proposal Evaluation Rating Table*

4.1 Technical Evaluation Rating

The proponent will demonstrate an understanding of municipal government and council governance. The proponent must also establish that they can meet the requirements of the RFP. 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 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 qualifications.

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4.1.1 Understanding the needs and meeting the requirements

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

The requirements of this Project are outlined in the *Schedule A Scope of Services*.

(Maximum number of pages: 1)

4.1.2 Approach

Understanding of Municipal Government Sector and Council governance; especially the challenges/opportunities of the City of Iqaluit; most appropriate methodologies and schedules to achieve project goals.

(Maximum number of pages: 2)

4.1.3 Experience on Similar Municipal Projects and Past Performance

The proponent will describe projects and contracts undertaken that are of a similar scope and nature as the required services as indicated in this RFP. Demonstrated experience working with municipalities and ability to complete a project of this scope, related experience and successful completion of similar projects, ability to meet deliverables and timelines, references of previous projects. Three to five projects/contracts should be provided.

Three references should be provided.

(Maximum number of pages for past projects: 5)

4.3.4 Presentation and Quality of Proposal

The proposal is complete, comprehensive, creative and clear; Completeness (covers all areas outlined) and quality of proposal, comprehensive (covers all tasks/aspects in sufficient detail); clear, logical and easy to follow presentation and compliance with the requirements of the RFP. The proponent should demonstrate an understanding of the scope of work and deliverables set out in this RFP. They must demonstrate that they are capable of delivering an engaging, effective and professional council orientation package and presentation.

4.3.5 Facilitator Skills

The facilitator demonstrates effective communication skills necessary for delivering the Council Orientation in Iqaluit. The facilitator demonstrates leadership, project management, cultural understanding, presentation skills and qualifications appropriate skills sets devoted to tasks. The City expects one facilitator to deliver the orientation. A local facilitator is preferred.

(Maximum Number of pages: 2)

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4.2 Costs and Content

The upset limit for the Council Orientation Facilitation is \$7500, not including expenses (any flights and accommodation will be booked and paid for by the City)

Local Content (Inuit, Nunavut, Local)

Points will be awarded for Nunavut Inuit proponents, proponents from Nunavut (NTI registry), and proponents located in Iqaluit (Iqaluit business license).

1. Cost of Services

Costing Submission

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

Score = (lowest proposed price/proponent's submission price x total points)

The costing submission shall be submitted electronically along with the technical proposal. The heading should be call "COSTING SUBMISSION".

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.

The costing submission shall include a breakdown of the total project cost in the form of a 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.

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.

Disbursements will be reimbursed at cost and must be job related. Backup documentation for all disbursements is to be submitted with each invoice. Operating and overhead expenses will not be considered as a disbursement. Table 2 below shows examples of acceptable and unacceptable disbursements.

The City of Iqaluit will book and provide return travel to Iqaluit and will provide accommodation at a City-owned unit while in Iqaluit.

Table 2 EXAMPLES OF ACCEPTABLE AND UNACCEPTABLE DISBURSEMENTS	
Acceptable Disbursements	<ul style="list-style-type: none"> • Meals • Printing and Reproduction • Communications (telephone bills) • Taxis • Translation for presentation
Unacceptable Disbursements	<ul style="list-style-type: none"> • Computer Charges • Equipment Charges (unless clearly identified in the proposal)

Table 2: *Examples of Acceptable and Unacceptable Disbursements*

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

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 Project Manager, the request must be made in writing to the Chief Administrative Officer for review. **At no time shall the contract upset limit be exceeded without prior written authorization from the City of Iqaluit.**

SCHEDULE A

Scope of Work:

The purpose of the RFP is to develop a council orientation package and deliver the Council Orientation to the new Mayor and Council. The facilitator will develop presentation materials for the new council and will facilitate the delivery of the orientation in a workshop setting over two full days.

To be effective in their roles, Mayor and Councilors must understand their broad mandate to provide good government, to maintain a safe and viable government and to supply necessary and desirable services, over the course of their four-year term. The Council orientation will provide a foundation for new and returning councilors on governance and help them understand the responsibilities of the office to which they have been elected and the legislation, bylaws and policies that influence and direct their work.

The Orientation materials should be presented in a power point format and will include additional information including relevant legislation, acts, regulations, bylaws and other reference materials. The workshop should incorporate a leadership component that should be incorporated through out the presentation.

Each Proponent, by submitting a Proposal, represents that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full. In the event that a Proposal is successful, the Proponent will enter into a service contract with the City of Iqaluit.

Workshop topic shall include, but are not limited to:

- What is the role of the City (CTV act)
- Roles and responsibilities
- Decision-making
- Governance vs. managing
- Confidentiality, Ethics and Integrity
- Legislative Environment
- Procedures Bylaw
- Code of Conduct
- How matters are heard at Council
- Organizational Structure
- Policies
- Leadership
- Engaging the public
- Public trust and transparency

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- The media
- Fostering strong council and staff relations

Note: Budgeting and Finance session, department presentations, strategic plan to be delivered in house, not part of this RFP

Deliverables:

The proponent will be responsible for providing expert advice throughout the project, and for the following deliverables at a minimum:

1. Develop a work/action plan to achieve the mandate of the RFP. Project Coordination, including regular meetings and status reports to keep the project on schedule and keep identified stakeholders apprised of the process.
3. Produce a framework for the Council Orientation materials and workshop to be approved by the CAO in advance.
4. Produce a visual presentation (power point) for the workshop. All materials shall be in English and Inuktitut. The consultant shall ensure the visual presentation is translated. The City Clerk will provide polices and city produced materials in Inuktitut.
5. Engage in the Council in a workshop setting. Providing a relevant process and provide meeting facilitation, assisting discussion and ensuring that content is relevant, informative and beneficial for the new municipal council.

The Proponents are not limited by the deliverables as outlined above. Proposals may provide additional deliverables as part of the Proponent's response.

Proponent:

Preference will be given to a single proponent, (creating cost and communication efficiencies), that can complete all the tasks.

Council Orientation Materials:

The materials and information that should be included in the orientation package includes:

- a) Cities, Towns and Villages Act
- b) City of Iqaluit General Plan and Zoning Bylaw
- c) City of Iqaluit Council Procedures Bylaw
- d) City of Iqaluit Council Remuneration bylaw
- e) City of Iqaluit Council/Administration Policy
- f) City of Iqaluit Council Code of Conduct

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- g) City of Iqaluit Harassment Policy
- h) City of Iqaluit Whistleblowers policy

Other resources:

https://www.nmto.ca/sites/default/files/council_meeting_procedures_handbookjan6_eng_1.pdf

https://www.nmto.ca/sites/default/files/nunavut_municipalcouncillorhandbook_jan6eng_1.pdf

Workshop Materials and Location:

The workshop will require interpretation in English and Inuktitut. The City of Iqaluit will provide an interpreter for the workshop.

All materials for presentation whether on a screen, electronic or in print, require translation into Inuktitut. The facilitator will provide the visual (power point) presentation in English and Inuktitut. The City can provide translation for additional information/materials into Inuktitut. The documents must be submitted in MS Word, two week in advance of the required presentation date for translation.

The City will provide interpretation for the orientation sessions.

The City of Iqaluit will provide workshop space at no cost.

SCHEDULE:

August 27, 2019	RFP released
September 13, 2019	RFP closes
September 18, 2019	Successful proponent selected and contract negotiations
September 22, 2019	Initiation meeting - by phone or in person if local
October 28, 2019	Iqaluit Municipal Election
November 9&10	Workshop in Iqaluit

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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 1st of XXX, 200X and terminates on the 31st day of XXX, 200X, unless otherwise terminated in accordance with the provisions of this Contract.

3. NOTICE AND ADDRESS

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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:

Amy Elgersma
Acting Chief Administrative Officer
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.
- 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 Controller General of the CITY OF IQALUIT must be obtained, pursuant to S.69(4) of the *Financial*

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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.
- 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

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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 of an accident causing injury or death to an employee of the Consultant or 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 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

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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.

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.

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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 CONSULTANT:

Name/Title

Name/Title

Date

Date

Witness

Witness