



REQUEST FOR PROPOSAL
FOR THE DESIGN AND PUBLICATION OF THE
2019 CITY OF IQALUIT RECREATION GUIDE

PROPOSAL CALL: WEDNESDAY, OCTOBER 3RD, 2018

PROPOSALS DUE: FRIDAY, OCTOBER 19TH, 2018
NO LATER THAN 4:00 PM EASTERN STANDARD TIME



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1.0 GENERAL

1.1 Introduction

The following is a Request for Proposal (RFP) to provide the professional design, development and publication of a trilingual digital and print Recreation Guide for the City of Iqaluit, Recreation Department.

The digital version shall be posted on the City of Iqaluit website.

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.

1.2.2 Department of Recreation

The Department of Recreation provides sport and recreation programs for the community across the lifespan including: children's camp programs; elder's recreational programming; aquatics and fitness programming for adults and children; drop-in youth programming and special community events. The Recreation Department operates a number of facilities in town including: the Iqaluit Aquatic Centre with Swimming Pools, a Fitness Centre and Fitness Studio; the Elder's Qammaq; the Makkuttukkuvik Youth Centre; the Arnaitok Arena; the Arctic Winter Games Complex (with seasonal indoor sports field, and ice surface); the Abe Okpik Community Hall, and the seasonal Curling Rink.

1.2.3 Recreation Guide

Last released in 2015, the City of Iqaluit is looking to provide a comprehensive guide of its program offerings and facilities. The Recreation Guide is also an opportunity for community programs to provide information about their volunteer, sports and recreational program opportunities for citizens.



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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.

2.0 INSTRUCTION TO PROPONENTS

2.1 Submission

The proponents shall submit four (4) copies of the sealed proposal, clearly marked with the name of the project. The proposals are to be submitted to:

City of Iqaluit
Building 901 (City Hall)
Nunavut Drive
Iqaluit, NU
X0A 0H0

Attention: Stephanie Clark
Recreation Services Manager

Proposals will be accepted until **4:00 pm** Local Iqaluit Time on **Friday, October 19th, 2018.**

The final decision on whether to accept late proposals is at the City's discretion.

Email submissions will be accepted to s.clark@city.iqaluit.nu.ca

File sizes should be less than 9MB. If file sizes are more than 9MB it is the proponent's responsibility to provide an alternate method to deliver the proposal. It is the proponent's responsibility to confirm successful receipt of the email submission prior to the deadline.



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Facsimile submissions or amendments will not be considered. Submissions delivered to any other location will not be accepted.

2.2 Inquiries and Amendments

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

Stephanie Clark
Department of Recreation
Phone: (867) 975-8532
E-mail : s.clark@city.iqaluit.nu.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 Wednesday, October 17rd, 2018 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.



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- 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.
- 2.4.10 In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
- 2.4.11 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. A copy of the Services Agreement is included as Appendix 'A'.
- 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.



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- 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.

2.5 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.

3.0 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 Understanding of the Project

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

3.2 Past Projects

The proponent shall provide three complete samples of projects of a similar scope and scale.



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3.3 Work Plan/Project Methodology

The proponent shall provide a detailed work plan, which demonstrates the proposed methodology. The work plan should demonstrate that the proponent understands the project. It is also their opportunity to present innovative ideas or approaches to the project.

The proponent should provide a detailed schedule and work plan that identifies how and when the services shall be conducted, individual responsibility for each service, and demonstrate the project can be completed within the allotted time frame and within budget.

The work plan is the proponent's opportunity to describe how the proponent proposes to meet the requirements of the Terms of Reference and provide the deliverables specified.

3.4 Qualifications and Experience of Firms

The proponent shall present the firm(s) who shall comprise the Project Team. The prime consultant and, if applicable, the sub-consultant shall be identified, and the roles of all firms shall be described.

The proponent must demonstrate previous experience on projects of a similar scope and scale. A description of maximum of three (3) projects completed by the prime consultant and one (1) for each sub-consultant shall be included. The project descriptions shall demonstrate the proponent's experience on similar projects, working in Iqaluit and working in Nunavut. Descriptions of projects shall be limited to one single sided page not including photographs or graphics.

The project descriptions should include:

- Descriptions of the project
- Key personnel and their roles and responsibilities on the project,
- Client reference

3.5 Past Performance and References

As part of the evaluation of the submission, the City shall review the proponent's past performance on City and/or Government of Nunavut projects, and their references from other clients for similar projects.



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References shall be obtained from the descriptions of similar projects provided as part of Qualifications and Experience of Firm(s).

3.6 Project Schedule

The proponent shall provide a detailed schedule and work plan that identifies how and when the services shall be conducted, individual responsibility for each service, and demonstrate the project can be completed within the allotted time frame and within budget.

The project schedule will be evaluated based on how closely it meets the project requirements, and how it demonstrates a logical approach to delivering the required services.

3.8 Costing

The costing submission will be submitted in a separate envelope from the technical submission. The envelope must be clearly marked “**COSTING SUBMISSION**” and include the project title. Failure to clearly mark the envelope may result in the proposal not being accepted.

The costing submission should clearly identify a Total Fixed Fee with GST shown separately. Disbursements 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 costing submission shall include a breakdown of the total project cost in the form of a Fee Schedule. The Fee Schedule shall be 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 for each Project Team member and the disbursements relating to each task.

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 1 below shows examples of acceptable and unacceptable disbursements.



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Table 1 EXAMPLES OF ACCEPTABLE AND UNACCEPTABLE DISBURSEMENTS	
Acceptable Disbursements	<ul style="list-style-type: none"> • Travel – airline, automobile • Accommodations • Meals • Printing and Reproduction • Communications (telephone bills)
Unacceptable Disbursements	<ul style="list-style-type: none"> • Computer Charges • Equipment Charges (unless clearly identified in the proposal) • Design Software Program Charges

3.9 Evaluation of Proposals

Only those proponents that in the consensus of the Evaluation Team have scored higher than 70% on the overall Technical Submission will have their Costing submission envelope opened.

The City may disclose ratings if requested by any of the proponents to their own submission only.

Evaluations of references may only be performed on the three proponent submissions with the top scores.

The evaluation of the proposals shall be based on the factors presented as follows in Table 2.

Table 2 EVALUATION RATING TABLE	
Rating Factors	Weight Factor
Technical Component	
1. Understanding of the Project	5
2. Past Projects	15



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3. Work Plan/Project Methodology	15
4. Qualifications and Experience of Firms	10
5. Past Performance and References	10
6. Project Schedule	15
Subtotal Technical Submission	70
Financial Component	
7. Cost of Services	30
TOTAL (Technical + Financial)	100

The score for the Financial Component will be in accordance with the following formula:

- $(\text{Low Financial Offer}) / (\text{Proponent Financial Offer}) \times \text{Full Points} = \text{Proponent Score}$

3.9 Proposal Submission Format

Submissions shall meet the following formatting or they will not be evaluated:

- ♦ Paper Size - 8 ½" x 11",
- ♦ Minimum font size - 11 point Times or equal,
- ♦ Minimum margins - 12 mm top, bottom, left, and right.

4.0 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 will not be required but may be requested).

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.



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No payment will be made for the cost of work incurred to remedy errors or omissions for which the consultant is responsible.

5.0 TERMS OF REFERENCE

5.1 Background

The objective of this project is to design and publish both a digital and printed Community Recreation Guide for 2019. The primary reason for developing the Guide is to:

1. Provide a comprehensive overview of Recreation's 2019 program offerings and events;
2. Provide contact information and descriptions of current community organizations and volunteer programs within the community;

This project should provide the following services to the following users:

- Community Members
 - Members of the community will be able to do the following:
 - Review the planned recreation activities for 2019 including the specific program information including start and end dates, as well as registration due dates.
 - More effectively plan their activity schedule based on the information contained within the guide.
 - Learn more about community events and organizations.
 - Contact information about the specific programs.
 - Review registration instructions and information.
- Department of Recreation
 - The Department of Recreation will use this Guide to:
 - Plan and advertise the Recreation's 2019 programs in advance.
 - Ensure that program and registration information is available in an easy-to-access, easy-to-read format.
 - Increase advertisement revenues through the sale of ad space in the Guide.
 - Provide community members with the ability to learn more about recreational opportunities available in the city.
 - The Department of Recreation shall:
 - Provide the proponent with the content. The City has prepared descriptions of its programs and events.
 - Provide the proponent with photos. The proponent is expected to provide clip art and design images.



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The Consultant should identify any additional services which will be required to complete the assignment.

Bidders are to understand that no additional charges for any equipment, material and/or labour will be entertained unless the additional charges have had prior written approval by an authorized city official.

Project Approach

The successful proponent should work closely with the Director of Recreation, the Recreation Services Manager, Recreation Department staff, and other affected departments within the City.

Scope of Work

This project will include the design, development and publication of the 2019 Recreation Guide for the City of Iqaluit both online and in print. Please note the City is looking for a new look and feel for this project in English, Inuktitut and French.

- Full colour cover and back pages
- Black and white plus two colours inside
- Guide size: approximately 9"x6"
- Maximum of 50 pages not including the cover
- Translation into Inuktitut and French
- Create a full page ad for the Aquatic Centre
- Create a full page ad for Recreation Department Facility Rental spaces
- Include any other ads as provided
- News print or similar inside and glossy card stock for the cover and back cover.
- 1000 copies printed
- Electronic version of the Recreation Guide must be formatted for online website and linked for social media.



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Summary of Deliverables

The deliverables for this project include:

- 1) Provide look and feel for the project with input from the City
- 2) Provide cover design and both full ads for approval (provide City opportunity for changes)
- 3) Draft design and layout (provide City opportunity for changes)
- 4) Design and publication of trilingual 2019 Recreation Guide- 1000 physical copies.
- 5) Design and publication of trilingual 2019 Recreation Guide- online.

7.0 SCHEDULE

DATE	ACTION
3 OCTOBER	<ul style="list-style-type: none"> • OPENING DATE FOR RFP
17 OCTOBER	<ul style="list-style-type: none"> • DEADLINE FOR SUBMITTING INQUIRIES (SUBMIT QUESTIONS IN WRITING TO S.CLARK@CITY.IQALUIT.NU.CA)
19 OCTOBER 2018 4:00 PM EST	<ul style="list-style-type: none"> • CLOSING DATE FOR RFP
24 OCTOBER	<ul style="list-style-type: none"> • AWARD DATE
NOVEMBER 12	<ul style="list-style-type: none"> • FIRST DRAFT RECREATION GUIDE COMPLETE
NOVEMBER 21	<ul style="list-style-type: none"> • FINAL DRAFT OF RECREATION GUIDE COMPLETE
28 DECEMBER 2018	<ul style="list-style-type: none"> • PROJECT COMPLETION



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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

AND: ###
(hereinafter referred to as the "Consultant")

OF THE SECOND PART

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

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

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

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

1. SERVICES AND PAYMENT

- 1.1 The Consultant agrees to provide to the CITY OF IQALUIT those services set out in the Terms of Reference of the Request for Proposal for ####. A copy of the RFP is attached as Appendix "A".
- 1.2 The CITY OF IQALUIT agrees to pay for the services described above, a total amount not greater than #### plus GST, for the provision of professional services based on the Proposal dated ##### and as attached in Appendix "B" hereto.

2. TERM

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

####

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.



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- 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 provided that such parties verify the accuracy and completeness of the Property to their satisfaction.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.
- 5.10 The CITY OF IQALUIT may delegate any of its authority and undertaking pursuant to this contract to any employee or contractor the CITY OF IQALUIT by notice in writing to the 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



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- 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



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- 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.

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 Subconsultant arising out of the execution of work, pay any amount, which is due and payable to the Consultant under the contract, if any, directly to the obligee of and the claimants against the Consultant or Subconsultant.

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



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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



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- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.

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

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

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

The Consultant shall deposit with the CITY OF IQALUIT prior to commencing with the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the CITY OF IQALUIT and with insurance companies satisfactory to the CITY OF IQALUIT.

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

FOR THE CITY OF IQALUIT:

FOR THE CONSULTANT:

Name/Title

Name/Title

Signature

Signature

Date

Date

Witness

Witness