FORM FOR ISSUANCE

REQUEST FOR TENDER

FOR THE SUPPLY OF

TRIPLE COMBINATION PUMPER

BID CALL: OCTOBER 9, 2025

BIDS DUE: October 29, 2025 – 3:00PM EST

PROJECT NO. 2025-RFT-098

1.0 GENERAL

The City of Iqaluit is issuing a Request for Tender (RFT) to qualified vendors for the supply of equipment, as further detailed in this RFT document. All items are to be delivered to the specified F.O.B. point for transport to the City of Iqaluit via sealift. The required specifications and mandatory checklists are provided in Appendix B.

Vendors should examine the documents carefully. Failure to complete any clause, answer any question,provide information as requested, and return the document may result in your offer being rejected as non-responsive or non-compliant. The City of Iqaluit reserves the right to reject any or all bids in response to this Request for tender (RFT). The City of Iqaluit reserves the right to accept bids that may not satisfy all mandatory checklists provided that the vendor provides details of the proposed alternative and the City finds the proposed alternative to be sufficient.

The project schedule is shown below. It is the City's preference to receive the equipment on the first sailing. The sailing cut-offs indicated in the table below are approximate only and it is the successful vendor's responsibility to ensure that the equipment is delivered to the F.O.B. point prior to the deadlines listed by the sealift provider.

Milestones	Date
Issue RFT	October 9, 2025
Deadline for Submitting Inquiries	October 22, 2025 - 3:00 PM EST
Closing Date for RFT	October 29, 2025 – 3:00PM EST
Contract Award	November 12, 2025
First Sailing Terminal Cut-off (tentative)	May 12, 2027
Second Sailing Terminal Cut-off (tentative)	July 7, 2027
Third Sailing Terminal Cut-off (tentative)	August 18, 2027

2.0 TENDER CONDITIONS / INSTRUCTIONS TO BIDDERS

2.1 Submission Instructions

2.1.1 Proponents must submit their Bids by electronic submission (PDF format), through MERX or Email by **October 29, 2025 – 3:00PM EST**.

MERX can be accessed via the following website link – https://www.merx.com/.

Submission by Email:

Oghenerugba Ugboduma
Project Officer of Engineering & Capital Projects
O.Ugboduma@iqaluit.ca

Proponents must address their Bid to:

Sol Tagak
Fire Chief
1549 Sivumugiaq Street
Iqaluit, Nunavut, X0A 3H0

The name of the File submitted in a Bid should be labeled as

"City of Iqaluit- 2025-RFT-098 – Triple Combination Pumper – Proponent Name"

2.1.2 Tender uploads may not necessarily be immediate and can experience delays. Bidders should ensure that their Tender is uploaded with sufficient time to account for any delay; four hours prior to the Tender Submission Deadline is recommended. Bidders are encouraged to confirm their Tender has been successfully uploaded by signing back into the MERX system and viewing their Bid.

2.1.3 To amend a Tender prior to the Tender Submission Deadline, Bidders must cancel their original bid submission and upload the revised Tender.

2.1.4 Bidders shall submit documents identifying and completing the unit costs and total costs corresponding to the list of goods in **Appendix B**, as well as completing the Bid Form in **Appendix C.** All unit prices must be extended and totaled, and failure to do so will result in the Tender being rejected as non-Responsive. The extended price is derived by multiplying the unit price by the quantity of units required. In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Tender evaluation and resulting Contract.

2.1.5 It is the Proponent's responsibility to confirm successful submission of the Bid to **MERX** or via **Email** Prior to the deadline.

2.1.6 The final decision on whether to accept late Bids is at the City's complete and unfettered discretion

2.1.7 Incomplete Bids will not be accepted.

2.1.8 Bidders must provide unit pricing for each item where applicable. In the event of a conflict or mathematical error, the provided unit prices shall govern. All prices bid must be in Canadian Dollars exclusive of our Goods and Services Taxes (GST). The City does not pay Provincial Sales Taxes (PST). Where unit prices are not provided for any of the line items, the Tender will be deemed not Responsive and will be disqualified.

2.1.9 Unless otherwise stated, equivalents to the items detailed in this RFT are acceptable. Where materials are required to conform to "Standards Specification" (e.g. CSA. CGSB. ASTM), or are described by a trade name, model or manufacturer, this is for the purpose of establishing and defining the nature and minimum quality acceptable but does not prevent bidders from offering alternative goods, nor does it preclude the City from considering or accepting alternatives.

2.1.10 Bidders should provide with the Submission, documents that clearly show that the alternative(s) offered are equal or exceed the standards specified. The City, in its sole discretion, reserves the right to accept or reject the alternative offered as responsive or not responsive as the case maybe. Alternatives are only accepted if that option is given in Appendix B.

2.1.11 In submitting a Bid, the Bidder warrants that its Bid was submitted without collusion between itself and any other Bidder.

2.1.12 Bids will be reviewed for compliance. Bids that do not comply with the mandatory requirements of this RFT may be considered non-Responsive, solely at the City's discretion.

2.1.13 The City will not be held responsible for errors or omissions contained in a Bid.

2.1.14 The City is not liable for the costs of preparation of Bids, even if this RFT is cancelled.

2.2 Inquiries and Amendments

2.2.1 All inquiries concerning this RFT are to be directed by email only to:

Oghenerugba Ugboduma
Project Officer of Engineering & Capital Projects
O.Ugboduma@iqaluit.ca

2.2.2 The City reserves the right to make amendments to this RFT at any time prior to the Tender Submission Deadline.

2.2.3 Addenda issued prior to the Tender Submission Deadline are incorporated into and form part of this RFT. By submitting a Tender, the Bidder acknowledges having received all Addenda issued with respect to this RFT. It is the responsibility of all Bidders to contact the persons referenced in Section 2.1.1 of this RFT to ensure receipt of all Addenda prior to submitting a Tender.

2.2.4 Verbal explanations or instructions are not binding on the City

2.3 Shipping and Handling

2.3.1 All prices must include any charges for packaging and shipping to the F.O.B point including insuring the shipment to that F.O.B point. The City will not accept separate additional charges. The bidder alone bears all responsibility to ensure it delivers the equipment ontime based on the sealift schedules available.

2.3.2 Delivery of goods must be made within the time and to the destination stipulated on the Bid Form in **Appendix C**.

2.3.3 The Supplier must provide the following information to the marine transport company and the City for the gross shipping weight in kilograms and cubic meters.

2.3.4 The Supplier must provide the vehicle VIN number and model number to the City prior to drop off at the F.O.B point.

2.3.5 When items ordered for marine transport are not delivered to the F.O.B. point in accordance with the terms of the Contract (e.g. by the required delivery date), the City will consider the Supplier in default. The City may do any act as it deems necessary to rectify such default including refusal of the goods or making alternate arrangements and this cost will be borne by the supplier in full. It also should be noted that delivery of the goods to the marine carrier after the contract delivery date,but prior to sailing date, MAY result in higher marine shipping charges to the City. Any such amountshall be borne by the Supplier in full.

2.3.6 The Supplier shall ensure that any goods or materials classified as "DANGEROUS GOODS" pursuant to either the *Transportation of Dangerous Goods Act*, (Canada), or the *Transportation of Dangerous Goods Act* (Nunavut), shall be properly packaged, labeled, and shipped in accordancewith such Acts.

2.3.7 The Supplier must conform to all supplier responsibilities applicable under the Worksite Hazardous Materials Information System (W.H.M.I.S.) regulations, pursuant to the Safety Act(Nunavut) as amended if applicable.

2.3.8 In the event of a conflict or inconsistency between the provisions of this Section 2.3 and the Contract, the provisions of the Contract shall govern.

2.4 Mandatory Requirements

2.4.1 Bidders must satisfy the following mandatory requirements in their Tender in accordance with the requirements of this RFT.

2.4.2 Bidders shall respond to all requirements in **Appendix B.**

2.4.3 Bidders shall respond to all **Appendix B** questions by selecting YES or NO or any other information required as prompted.

2.4.4 Bidders shall be compliant with all mandatory requirements in **Appendix B** unless stated otherwise.

2.4.5 Bidders shall submit a fully executed and unconditional Cost Submission Form, as per **Appendix C.**

2.4.6 Bidders shall be compliant with all insurance and bond requirements in this RFT.

2.4.7 Bidders shall disclose in their Tender any actual or potential conflicts of interest and existing business relationships it may have with the City, its elected or appointed officials or employees.

2.5 Financial and Pricing Requirements

2.5.1 Bidders must submit a properly executed and unqualified Cost Submission Form, as per **Appendix C**. Thefinancial submission will include the totaled price from aggregating extended unit prices using Section 2.1.4, and a be fixed price and shall include all disbursements/expenses required to perform the work including shipping costs to the F.O.B. point.

2.5.2 Bidders shall respond to **Appendix C** Part 1 by filling out the indicated table.

2.5.3 Bidders shall respond to **Appendix C** Part 2 by filling out any addenda by the Tender Submission Deadline.

2.5.4 Bidders must attach documentation to the Bid Form with the unit costs and total costs for the items described in **Appendix B**, in accordance with the Terms and Conditions, including all shipping costs to the F.O.B. point and excluding GST.

3.0 Terms of Payment

3.1 Payment Instructions

3.1.1 The successful Bidder shall be reimbursed on a milestone basis for milestones completedbased on the table below and provided a surety bond is provided before the application to Milestone 1 is made and after the bidder coordinates with the shipper for an anticipated delivery date to the City of Iqaluit. Payment must be submitted in the form of a progress payment invoice for milestones met.

Milestone No.	Milestone Achieved	Percentage Payment
#1	Delivered to F.O.B point	70%
#2	Received in Iqaluit & Satisfactory Inspection by the City	30%

3.1.2 The following shall be included in an application for payment:

i. Approved previous progress claim (does not apply for first payment application).

ii. Invoice documents with backup information on status of procurement & delivery.

iii. Backup documentation for the progress claim showing that all milestone requirements have been met.

iv. All required insurances and/or surety bonds must be valid at the time of payment application.

v. As part of the delivery process, the supplier must provide 360-degree videos and high-resolution photographs of equipment at the point of delivery to the F.O.B point. These videos and photographs must include clear documentation of the equipment's condition and compliance with the specifications outlined in Appendix B. Failure to provide this documentation may result in rejection of the delivered equipment or delays in acceptance and payment processing.

3.1.3 The City shall not release monies for Payment Certificates until the bidder has provided all the supporting documentation described above. The City shall determine if the supporting documentation provided is complete and sufficient.

3.1.4 Surety Bond (Performance Bond): In order for the City to release the first milestone payment,the Contractor must have provided a valid surety performance bond with an expiry date not less than thirty (30) days from the anticipated arrival date of the equipment to the Port of Iqaluit. The Surety bond shall be the value of 50% of the bid price and shall otherwise meet the requirements of the Contract. The Surety bond must be electronically verifiable using a credible Canadian online surety service. The Supplier should coordinate with the shipping company to work out the anticipated delivery date of the shipment to the City of Iqaluit and provide the City with such date when confirmed.

3.1.5 The Supplier shall be fully responsible for the equipment delivered up to the F.O.B point only. The Supplier should also ensure the delivery of equipment are insured up to the

F.O.B point, and proof of insurance should be attached withthe first payment milestone invoice. The costs of insuring the shipment up to the F.O.B pointshall be included in the Bidders price.

3.1.6 Milestone Invoices shall be submitted to the City representative indicated below in electronic format and shall contain all supporting documentation listed above. Once received, the City representative will either recommend payment or inform the bidder that the documentation is not sufficient notwithstanding the City's right to reject a payment recommendation from the Project Officer, at its sole discretion, finds that the submission lacks sufficient supporting documentation to proceed with payment.

Oghenerugba Ugboduma
Project Officer of Engineering & Capital Projects
O.Ugboduma@iqaluit.ca

3.1.7 Payment will be made in accordance with the Contract**.**

3.1.8 The City reserves the right to:

a) deduct or set off any monies owed or due to the City from any monies owed to the Supplier under the Contract any other contract; and
b) do any act the City deems necessary to remedy or rectify any failure of the Supplier to perform its obligations under this Contract, and to set off the costs of such remedy or rectification from any monies owed to the Supplier under this or any other contract.

3.1.9 Payment: Provided all terms and conditions on the part of the Contractor have been complied with, each invoice, shall be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the goods, whichever is later.

3.1.10 Noncompliance with all documents within the requirements for invoicing, above and within **Appendix A**, shall invalidate the application and the Contractor must reapply for payment.

3.1.11 In the event of a conflict or inconsistency between the provisions of this Section 3.1 and the Contract, the provisions of the Contract shall govern.

4.0 **Conflict in GC or Tender Terms and Disputes**

4.1 If a conflict, ambiguity or other discrepancy exists in the interpretation of the terms of the head section of this RFT and the General Terms and Conditions, the Bidder shall consider the more stringent obligation, duty and responsibility.

5.0 Contract

5.1 Should a Contract be awarded as a result of this RFT the contract to be entered into with the Successful Bidder will be in the form of the Pro-Forma Contract set out in **Appendix D** of this RFT. Bidders are cautioned to thoroughly review the Pro-Forma Contract to ensure that they are capable of fully meeting its requirements.

Appendix A – General Terms and Conditions

Definitions

In this RFT, the following definitions shall apply:

"Bidder" or "Proponent" means a party submitting a Bid.

"Contracting Authority" means the Executive Committee or its authorized designate.

"Contractor" or "Supplier" means a legal entity, which has been awarded the Contract.

"City" or "Owner" or "Client" means the City of Iqaluit.

"Contract" means a contract or a Purchase Order entered into by the City with the Supplier in the form set out **Appendix D** of this RFT.

"Bidder" means an entity that submits a bid.

"Bid" or "Tender" or "Submission" means a bid submitted in response to this RFT.

"RFT" means this Request for Tender for Supply of Triple Combination Pumper 2025-RFT-098.

"F.O.B." means Free on Board and indicates the location at which ownership and responsibility for the goods transfers to the City. For the purposes of this contract, the Supplier shall be responsible for and bear all applicable shipping charges, own the goods in transit and will file any damages or claims incurred during shipping or delivery to the F.O.B. point.

"F.O.B. point" means Sainte-Catherine, Quebec.

"Successful Bidder" means the Bidder selected to enter into negotiations for a Contract.

"Responsive" means, in relation to a Bidder, that the Bidder has submitted a Bid which conforms in all material respects to this RFT.

"Tender Submission Deadline" has the meaning set out in Section 1 of the head Section 2.1.1 of this RFT; and

"Terms and Conditions" means the terms and conditions set out in the head section of this RFT, and in this this Appendix A.

For this RFT, the F.O.B point is

Nunavut Sealink and Supply Inc.

6565 Hebert Boulevard
Sainte-Catherine (Quebec) J5C 1B5
info@transarctik.desgagnes.com

Prior arrangements are to be made for port acceptance of equipment.

Delivery address for the City is:

City of Iqaluit
1549 Sivumugiaq Street
Iqaluit, Nunavut, X0A 3H0
ATT TO: Anthony Drover
Email: a.drover@iqaluit.ca
Phone: 867-222-0472

1. All submitted Bids shall be irrevocable and open for acceptance by the City for a period of ninety (90) days from the Tender Submission Deadline.
2. Bids shall be opened and evaluated as soon as practicable after the Tender Submission Deadline.
3. Failure to complete any clause, answer any question, or submit and return every page of the Bid Form may result in your Tender being rejected as non-Responsive, the Bidder determined to be lacking the responsibility to assure proper performance of any contract, or both.
4. The City does not accept any condition, reservation in a Bid, customary or otherwise, subject to which thecontractor may purport to sell, ship or deliver the goods other than those stated herein.
5. The lowest or any tender will not necessarily be accepted. The City reserves the right to cancel this RFT, in whole or in part, at any time and to re-issue same thereafter, for any reason whatsoever, without incurring any liability and no Bidder will have any claim against the City as a consequence.
6. Bidders and their agents will not contact any member of the City Council, City Staff, or City Consultants with respect to this RFT, other than the City Representative named above in **Section 2.0,** at any time prior to the award of a Contract or the cancellation of this RFT.
7. Each Tender will be evaluated based on unit price times the estimated quantity (or quantities) rather than total bid price if the quantity (or quantities) are explicitly stated as estimates only. Where there isdiscrepancy between the unit price and the total based on an estimated quantity, the unit price shall govern. The contract price will be based upon the actual quantities delivered in accordance with the Contract.
8. This RFT shall be interpreted and governed in accordance with the laws of Nunavut and thelaws of Canada as they apply in the Nunavut.
9. Nothing contained herein shall create or shall be deemed to create the relationship of eitheremployer and employee or principal and agent between the parties.
10. This RFT shall endure to the benefit of and be binding on the respective

administrators,executors, successors and assigns of each of the parties hereto.

11. Any clarification of or amendment or alteration to any term or condition of the RFT can only be madeby the City and no one else.
12. The City may delegate any of his/her authority and undertaking pursuant to thiscontract to any other manager, officer, employee or agent of the City.
13. The failure of either party at any time to require the performance of any provision or requirement ofthis contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
14. It is intended that all provisions of this RFT shall be fully binding and effective between the parties, but in the event of any particular provision or provisions or a part of one is found to be void,or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force at the sole discretion of the City alone.
15. No waiver by either party of any breach of any term, condition or covenant of this RFT shall beeffective 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.
16. This RFT may not be assigned or subcontracted by the Bidder, either in whole or in part, without the prior written agreement of the City.
17. The Supplier will be responsible for obtaining all permissions, rights or licenses from all agencies,levels of government and/or government departments which may be necessary or required by any law in order for the contractor to carry out the terms of the Contract.
18. All goods or materials supplied shall be new, of merchantable quality, free of any defects and deficiencies, fit for their intended purposes, and in complete conformance to the specifications,drawings, plans or samples specified in the Contract.
19. All goods supplied shall be subject to inspection and may be rejected, returned or re-supplied at theSupplier's sole expense if they are found to be not acceptable to the City, or not in accordance withthe specifications of this Contract, and shall be returned to the Supplier.

Appendix B – Required Specifications
Triple Combination Pumper Checklist

The list below is based on required minimum specifications for each equipment. The City has the right to reject alternatives at its sole discretion. Bidders are therefore encouraged to bid on the equipment being specified.

Note:

Some features/accessories may not be available as factory options or standard equipment and must be supplied and installed by the dealer separately. These costs are to be included in the tender. The equipment must be supplied with all related equipment manuals and warranty information/schedules.

Please answer YES or NO to each requirement/ retrofitting listed below.

If the requirementcould not be met, please specify the alternative proposed.

Specifications – (1) Triple Combination Pumper		
Specification Required	**Specification Met**	**Proposed Alternative (If requirement not met)**
Thermal protection added to considered fit for use in Arctic Environment (-50C to 15C)	YES ☐ NO ☐	**MANDATORY**
2026 or newer model year	YES ☐ NO ☐ Specify: _____	**MANDATORY**
Model: Metro Star or Equivalent	YES ☐ NO ☐ Specify: _____	
Engine: Cummins Engine	YES ☐ NO ☐	**MANDATORY**

Engine Diesel 450HP/1250Ft-Lbs X10 MHD Engine drain plug Engine block heater -1000W Engine programming remote throttle Engine air intake filtration and restriction a/replaceable element above radiator		
Apparatus type: Apparatus Type Pumper	YES ☐ NO ☐	**MANDATORY**
Axle Configuration : 4x2 (rear axle drive only)	YES ☐ NO ☐	**MANDATORY**
CAB Cab style MFD 20” Raised roof Cab Front Fascia Classic Cab Insulation Nonwoven Polyester Fiber Cab front grille hinged classic style	YES ☐ NO ☐	**MANDATORY**

Cabe entry doors (4) Reflective Striping 4”		
Pump house top mount enclosed	YES ☐ NO ☐	**MANDATORY**
Fully kitted with equipment (PPV fans, powered saws, hand tools, and hose)	YES ☐ NO ☐	**MANDATORY**
Compressed air foam system.	YES ☐ NO ☐	**MANDATORY**
25 gallon class A foam tank and 25 gallon class B foam tank	YES ☐ NO ☐	**MANDATORY**
950-1000 gallon on board water tank	YES ☐ NO ☐	**MANDATORY**
Maximum Dimensions Length – 386 inches or 32.16 feet long Height – 115 inches or 9.6 feet tall Width – 101.5 inches or 8.5 feet wide	YES ☐ NO ☐	**MANDATORY**
Transmissions Transmission Allison 3000 EVS	YES ☐ NO ☐	**MANDATORY**

PTO Location 8:00/4:00		
Tires (4) rear tire 12R 22.5 Michelin XDN2 (2) Front tire 425/65R2 22.5 Michelin XZE	YES ☐ NO ☐	**MANDATORY**
Brakes Rear brake drum Front brake drum Park brake drum	YES ☐ NO ☐	**MANDATORY**
Air Supply Systems Air compressor wabco ss318 18.7 CFM Air governor mount on air dryer bracket	YES ☐ NO ☐	**MANDATORY**
Frame Wheelbase 196.0”	YES ☐ NO ☐	**MANDATORY**
Cab Glass Omit Cab Glass rear wall center	YES ☐ NO ☐	**MANDATORY**
Lighting	YES ☐ NO ☐	**MANDATORY**

All lighting must be LED LCD for PTL and drive mode		
Audible Warning Devices Siren Ctrl Head Whelen CCTL9 Horn Button selector sitch electronic Horn/Air Horn Back-up Alarm Ecco 575	YES ☐ NO ☐	**MANDATORY**
Communications Radio Jensen WB/AM/FM/BT Radio Overhead LH AM/FM Antenna LH fwd Cab roof	YES ☐ NO ☐	**MANDATORY**
Engine and Transmission operation Manual (2) Engine Hard Copy (2) Transmission (2) Engine Owner Digital Engine service manual Hard copy Transmission Service Manual	YES ☐ NO ☐	**MANDATORY**

Hard Copy Cab/Chassis As built wiring digital copy (2)		
Steel Polished front and rear wheels	YES ☐ NO ☐	**MANDATORY**
No Ignition Key	YES ☐ NO ☐	**MANDATORY**
Cross lay hose bed Cross lay Plumbing -1.5" discharge	YES ☐ NO ☐	**MANDATORY**
Paint Polish- Pump House – A.C.T Standard 6 -Paint finish on the pump house must meet the ACT test panel level 6 for orange peel visual standard	YES ☐ NO ☐	**MANDATORY**
Waterous CSU 1500 PUMP Pump rating : 6000litres per minute at 150PSI 1250 Imperial Gallons per minute at 150PSI 1500 U.S. gallons per minute at	YES ☐ NO ☐	**MANDATORY**

150PSI		
Rubber grommet should enclose all plumbing coming out of the pump panel for maximum heat retention in the pump house	YES ☐ NO ☐	**MANDATORY**
All valve controls must be made of heavy duty cast aluminum twisted lock control handles mounted at the pump operator panel. The handles shall be connected to the valve with stainless steel sealed aircraft type cables	YES ☐ NO ☐	**MANDATORY**
All fasteners used in attaching or fastening of aluminum panels shall be installed with stainless steel hardware. Rivets are not acceptable	YES ☐ NO ☐	**MANDATORY**
All fasteners shall be installed in a manner, which shall involve drilling, tapping, and application of noncorrosive grease before the stainless-steel bolts are installed. Self-tapping screws or	YES ☐ NO ☐	**MANDATORY**

screws without threads shall not be acceptable		
All compartments shall have a 1" drop on the lower edge of the door opening to accommodate the door seal, and to stop moisture from entering the compartment.	YES ☐ NO ☐	**MANDATORY**
Warranty Substructure Warranty – 20 years Body Warranty – 20 years Warranty - Paint - PPG - 10 Year - Non Prorated	YES ☐ NO ☐	**MANDATORY**
The bottom of the pump house shall be fitted with a removable heat pan. The heat pan shall totally enclose all sides, front, and rear bottom of the pump house.	YES ☐ NO ☐	**MANDATORY**
The water tank shall carry a tank manufacturer lifetime warranty	YES ☐ NO ☐	**MANDATORY**

against defects and workmanship. The apparatus manufacturer must be authorized for installation and alterations on poly tanks to not void any written warranties		
The rear section of the apparatus body shall be finished with 1/8" 5083-H32 saltwater grade aluminum plate panels. The panels shall have a natural finish for installation of Chevron. The panels shall be fastened to the rear body framework with stainless steel fasteners. The stainless steel fasteners are drill tapped. Sheet metal screws or self tapping screws are not acceptable.	YES ☐ NO ☐	**MANDATORY**

Evaluation

Bid Evaluation Scoring Table

Evaluation Criteria	Maximum Points	Comments
Price	70	(Formula: Lowest Price ÷ Bidder Price × 70)
Delivery of Truck	20	Earlier delivery time would be scored higher
Replacement Parts Lead Times	10	Lead time commitment, expedited shipping, support
Total Score	100	Highest total score recommended for award

Supplier Submission Requirements

In addition to the pricing submission, proponents must provide a comprehensive specification package that includes the following:

- **Specification Sheet**: Full technical details, including the make and model of the proposed fire truck.
- **Replacement Parts Lead Times**: Standard and expedited delivery timelines for non-chassis components to Iqaluit (YOW), including stock availability and Canadian distribution hubs.
- **Warranty Information**: Full details on coverage, duration, and conditions of all warranties offered.
- **Value-Added Options**: Any supplementary features, upgrade options, or additional services that enhance the proposal but are not included in the base cost submission (e.g., extended service packages, specialized training, or technology upgrades).

Appendix C – Bid Form

Bidder Name:_____

PART 1 Bidder Information

Please fill out the following form, and name one person to be the contact for the RFT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Jurisdiction of Incorporation of Bidder:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
Bidder Contact Person and Title:	
Bidder Contact Phone:	
Bidder Contact Facsimile:	
Bidder Contact E-mail:	

PART 2 Addenda

The bidder is deemed to have read and accepted all addenda issued by The City of Iqaluit prior to the Deadline for Issuing Addenda. The onus remains on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to confirm that it has received all addenda by completing the statement below:

The bidder has received addendum/addenda numbers_____to_____, inclusive, and all changes specified therein have been included in the bidder's pricing.

Bidders who fail to complete this section will be deemed to have received all posted addenda.

Bidders must attach documentation to this Bid Form with the unit costs and total costs for the items described in Appendix B, in accordance with the Terms and Conditions in this RFT document, including all shipping costs to the F.O.B. point and excluding GST.

NOTE: For this RFT, the bidder is NOT required to crate the goods and hence is NOT required to include crating costs in their bid.

PART 3 Cost Submission Form

Item	**Unit Cost**	**Quantity**	**Total Cost (excl. GST) ($)**
Triple Combination Pumper	**$**	**1**	$
Total			$

PART 4 Delivery Date

Equipment must be delivered to the F.O.B. point no later than before the third sealift to Iqaluit, as indicated in the schedule in section 1.0 of this RFT. It is the City's preference to receive the equipment by the first sealift sailing. The bidder guarantees that the equipment can be secured and delivered to the F.O.B. point by:

Item Name: Triple Combination Pumper	**Date:**

Bidder's Authorized Representative: (THIS IS NOT A PURCHASE ORDER)

_____ _____

Name Title

_____ _____

Signature Date

By signing this Bid Form and submitting a Tender, the Bidder hereby acknowledges and agrees that should their Bid be accepted by the City, they will be bound to deliver the goods described herein, at the prices on this Bid Form.

Appendix D – Pro-Forma Contract

SUPPLY AND SERVICES AGREEMENT

THIS SUPPLY AND SERVICES AGREEMENT is dated as of _____ , 2025 (the "**Effective Date**").

BETWEEN:

The City of Iqaluit, a corporation formed under the laws Nunavut Territory

(the "**City**")

-and-

[Legal name of Supplier] a corporation incorporated under the laws of _____

(the "**Supplier**").

WHEREAS the City desires to engage the Supplier to supply Equipment and perform Work, and the Supplier desires to supply the Equipment and perform the Work, all as more fully described in this Contract and the Schedules hereto.

NOW, THEREFORE, in consideration of the sums to be paid to the Supplier by the City and of the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 Unless otherwise defined in the Contract, the following words and phrases shall have the following meanings in the Contract:

(a) "Affiliate" means, as to a specified Person, any other Person that directly, or indirectly through one or more intermediaries controls or is controlled by or is under common control with the Person in question. "Control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have correlative meanings.;

(b) "Applicable Law" means, in relation to any Person, property, operation or circumstance, all laws and statutes, including regulations, rules, by-laws, ordinances and other statutory instruments enacted thereunder; all judgments, decrees, rulings and orders of courts, tribunals, commissions and other similar bodies of competent jurisdiction; all orders, rules, directives, policies and guidelines having force of law issued by any Government authority;

and all terms and conditions of any permits, licenses and authorizations; that are in effect as of the relevant time and are applicable to such Person, property or circumstance;

(c) "Change" means any change in, addition to, or deletion from the Work including, without limitation, additions, deletions, rescheduling and acceleration or deceleration to all or any part of the Goods;

(d) "Change Directive" means a written instruction from The City directing a Change;

(e) "Change Order" means a written order signed by both the Supplier and The City authorizing a Change substantially in the form attached as Schedule “C”;

(f) "Change Quotation" means a written quotation from the Supplier for an adjustment in the Contract Price or Contract Time, or both;

(g) “Claim” or “Claims” means, as the case may be, any one or more of: loss, damage, cost, expense, disbursement, penalty, fine, claim, demand, action, proceeding, lien (whether builders’, mechanic’s, construction or other type of lien), encumbrance, statutory obligation, liability, suit, judgment, award, decree, determination, adjudication, unpaid tax of any kind (including withholding tax), cost of investigation and any type of fee (including legal fees, on a solicitor-and-own-client basis), together with any interest in relation thereto at the applicable rate;

(h) “Confidential Information” means information in whatever form, including verbal, written and electronic information, data, programs, accounts, specifications, trade secrets, inventions, innovations, processes, methods, records, customer lists or other reports, that are disclosed by one Party to the other pursuant to this Contract, and includes all derivative information, reports, interpretations and analyses generated therefrom, but does not include information with respect to which the receiving Party is able to establish:

- that at the time of disclosure it was or thereafter became generally available to the public other than as a result of any act or omission by the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents or anyone to whom the receiving Party or its Affiliates or their respective directors, officers, employees, servants, and agents disclosed such information;
- it was or became lawfully known to the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents on a non-confidential basis and not in contravention of any Applicable Law from a source (other than the disclosing Party) that is entitled to disclose the information;
- it was or is developed by the receiving Party or any of its Affiliates or their respective directors, officers, employees, servants, and agents independently of the Confidential Information; or
- if the information is not subject to another confidentiality agreement or other obligation of secrecy, it was already in the possession of the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents or was lawfully acquired by them;

provided that, any combination of the information which comprises part of the Confidential Information shall not be deemed to be non-confidential merely because individual parts of that information were within the above clauses (i) to (iv) unless the combination itself was within any of the above clauses (i) to (iv);

(i) "Contemplated Change Notice" means a written notice from the city of a contemplated Change;

(j) “Contract” means this Supply and Services Contract (Goods) and all Schedules attached hereto including and all drawings, plans and specifications listed herein;

(k) "Contract Price" means the total amount payable to the Supplier for the performance of the Work, as set out on Schedule E;

(l) "Contract Time" means the period of time from the Effective Date to the Final Completion Date;

(m) “Credit Rating” means the lower of the issuer legal entity’s credit rating or the unenhanced senior unsecured debt securities rating;

(n) “Date of Delivery” means the Date of Delivery, if any set forth in the Delivery Schedule;

(o) “Date of Shipment” means the Date of Shipment listed on the Delivery Schedule;

(p) “Delivery” shall be the delivery by the Goods to the Point of Delivery;

(q) “Delivery Schedule” means, if any, the schedule agreed upon between The City and the Supplier with respect to the delivery of the Goods;

(r) “Documents” include, without limitation, manuals, diagrams, illustrations, specifications or drawings supplied directly or indirectly by The City to the Supplier, or produced by the Supplier its Subcontractors in connection with the supply of the Goods;

(s) “Effective Date” means the effective date listed above, and represents the date as of which this Contract has been executed;

(t) “Encumbrance” means any mortgage, pledge, lien, charge, adverse claim, proprietary right, assignment by way of security, security interest, title retention, preferential right or trust arrangement or any other arrangement having the effect of security;

(u) "Event of Force Majeure" means any occurrence, other than the financial capability of a Party or an event constituting a delay under **Error! Reference source not found.**, which is beyond the control and without the fault or negligence of the Party relying on such occurrence, and which by the exercise of reasonable diligence that Party could not at the Effective Date have reasonably contemplated happening (it being acknowledged that the matters referenced in Section **Error! Reference source not found.** without limitation, shall be deemed to have been within the contemplation of the Supplier) and is unable to prevent or provide against;

(v) “Final Completion Date” means the date set forth in Schedule “B” for the completion fo the Services;

(w) “Goods” means all supplies, goods, materials, equipment, components and other tangible items required to be supplied by the Seller in accordance with the Contract;

(x) "Government Authority" means a government or a government department, agency, or other authority thereof, and including the courts, in each case having authority over the facilities and operations of the Parties;

(y) "GST" means any sales tax or goods and services tax applicable to the transaction, including the tax provided for in the *Excise Tax Act* (Canada);

(z) “Indemnitees” has the meaning ascribed to in Section **Error! Reference source not found.**;

(aa) “Key Personnel” means personnel identified by the Supplier in its response to the RFT to perform Services;

(bb) "Other Suppliers" means any third party suppliers, consultants, or engineers retained by The City, to perform any work or services, related to the The City’s Site;

(cc) “Party” means a party to this Contract and “Parties” means each of them;

(dd) “Performance Bond” has the meaning ascribed thereto in Section **Error! Reference source not found.**;

(ee) "Person" means an individual, partnership, corporation, trust, trustee, Government Authority, unlimited liability City or other legal entity;

(ff) “Point of Delivery” means Sainte-Catherine, Quebec;

(gg) "Policies" means the policies of The City including The City’s Health and Safety Requirements and all of The City’s standards, procedures, and guidelines, issued from time to time, relating to performance of the Work at the Site;

(hh) “Prime Rate” means the rate of interest equal to the annual rate of interest announced from time to time by the main Yellowknife branch of the Royal Bank of Canada as the reference rate then in effect for determining interest rates on commercial loans in Canada;

(ii) “Project Mediator” shall have the meaning ascribed in Section **Error! Reference source not found.**;

(jj) “Security” means the security and financial assurance detailed in **Error! Reference source not found.**;

(kk) “Services” means all labour, supervision, services, administration, supplies, tools, equipment and such other work and materials to be supplied or performed in connection with the Goods by the Seller at the Site, all as set out in Schedule “B”;

(ll) “Site” means the land or actual place designated in this Contract for the performance of the Work;

(mm) "Subcontractors" means any contractors, suppliers or consultants hired by the Supplier in accordance with this Contract to perform any portion of the Work;

(nn) “Supplier” means [Legal Name];

(oo) "Supplier's Representative" means that individual designated from time to time as the Supplier’s contract administrator appointed in writing by the Supplier to oversee the Work, or a designated part of it;

(pp) "Suspended Work" shall have the meaning ascribed in Section **Error! Reference source not found.**;

(qq) "Termination Date" means the date this the Contract is terminated in accordance with its terms;

(rr) "The City" means The City of Iqaluit;;

(ss) "The City's Health and Safety Requirements" means The City's health and safety requirements attached as Schedule "A", as it is amended from time to time;

(tt) "The City's Representative" means the individual designated by The City to monitor the specific functions of this Contract;

(uu) "The City's Site" means The City's land upon which the Site is located and which may have on it other projects by Other Suppliers or existing facilities, activities or operations;

(vv) "Warranty" means those warranties set forth in **Error! Reference source not found.**;

(ww) "Warranty Period" means that period of time set forth in Section **Error! Reference source not found.**, as it may be modified in accordance with the Contract;

(xx) "Work" means any Services to be performed or supplied by Contractor as required by the Contract;

(yy) "Work Day" means any day, except for a Saturday, Sunday, statutory holiday or a holiday which is observed in the construction industry generally in the area of the Site or defined as a holiday in a collective agreement pertaining to the Site; and

(zz) "Work Product" means all inventions, copyright, copyrightable works, discoveries, improvements, industrial designs and other intellectual and proprietary rights conceived, originated or prepared by the Supplier from or relating to the Work, including reports, files, analyses, charts, drawings and Documents prepared by the Supplier in connection with the Work.

(aaa) The following Schedules form and are incorporated into this Contract:

Schedule A – The City's Health and Safety Requirements;

Schedule B – Plans and Specifications of Goods and Services;

Schedule C – Form of Change Order;

Schedule D – Security;

Schedule E – Contract Price

(bbb) All drawings, plans and specifications listed in the Schedules attached hereto or otherwise incorporated into this Contract.

ARTICLE 2 – INTERPRETATION

2.1 In the Contract, unless the context otherwise requires:

(a) references to Sections and Schedules are to be construed as references to the sections of, and schedules to, this Contract;

(b) references to this Contract or any other document shall be construed as references to this Contract or that other document as amended, supplemented, novated or otherwise varied from time to time;

(c) references to a provision of law is a reference to that provision as amended or re-enacted;

(d) words importing the plural shall include the singular and vice versa;

(e) references to a time of day shall be construed as references to Eastern Standard Time;

(f) section, schedule and paragraph headings are for ease of reference only;

(g) the word “include”, “includes” or "including", when following any general statement, term or matter, shall not be construed to limit such general statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement, term or matter;

(h) any terms, covenants, provisions or conditions of this Contract which expressly or by their nature survive the termination of this Contract shall continue in full force and effect subsequent to and notwithstanding such termination, and shall not be merged with the termination, until such terms, covenants, provisions and conditions are satisfied or by their nature expire;

(i) unless otherwise specifically stated, all dollars amounts stated refer to Canadian Dollars; and

(j) for brevity, the language of the specifications is, in many instances, written in the imperative mood. Provisions that contain instructions or directions in the imperative mood are directed to the Supplier and, in case of conflict, such provisions are deemed to include the expression “the Supplier must”.

2.2 In the event of a conflict or inconsistency among or between the documents comprising the Contract, the following priority, in descending order, shall govern:

(a) this Contract;

(b) the Schedules;

(c) for documents as revised by either party under the Contract, the latest revisions shall govern;

(d) the RFT;

(e) technical specifications; and

(f) drawings.

ARTICLE 3 – SUPPLY OF GOODS

3.1 The Supplier shall supply the Goods in accordance with the Contract and the RFT. In supplying the Goods, the Supplier shall ensure any work, materials or equipment that may be reasonably inferred from the Contract or from prevailing custom or trade usage as being required to produce the intended result, will be furnished and performed by the Supplier, whether or not specifically called for in the Contract.

3.2 Prior to the Shipment Date, and when otherwise requested by The City's Representative, the Supplier

shall prepare a detailed Delivery Schedule satisfactory to The City and The Supplier shall control the progress of the supply of Goods to achieve compliance with the Delivery Date.

3.3 The Supplier shall supply the Goods and perform the Work in accordance with the Delivery Schedule, shall accomplish the Milestones Dates set out in the agreed upon Delivery Schedule and, except as otherwise provided herein, shall deliver the Goods on or before the Delivery Date.

3.4 Title to and risk of loss and damage to the Goods shall pass to The City upon the delivery of the Goods to the Delivery Point.

3.5 Ownership of any and all Documents shall at all times rest with The City and The City shall have the unlimited right to their use. All Documents shall be considered Confidential Information, and shall be returned or delivered to The City prior to final payment to the Supplier.

ARTICLE 4 – PAYMENT

4.1 As full and complete compensation for the performance of the Work, The City shall pay the Supplier the Contract Price in accordance with this ARTICLE 4, subject to adjustment in accordance with this Contract.

4.2 Each invoice submitted in accordance with this Section 4.2 shall contain such detail as The City may reasonably require to determine the accuracy of the invoice, including details of the Work performed. Invoices must be approved by The City as a condition of payment. If The City withholds approval of an invoice, it will give prompt notice to the Supplier with reasons for disapproval. The City may withhold from payment of any invoice any amount owed by the Supplier to The City under or in relation to this Contract. Disputes concerning withheld amounts shall if not otherwise resolved be settled in accordance with ARTICLE 27. Withholding of approval of part of an invoice will not delay due payment of the balance of the undisputed portion of the invoice. Payment of approved invoices are due thirty (30) days after submission or fina resolution.

4.3 The City may retain 10% of all payments due to the Supplier under this Contract, or such other holdback amounts as set out in the Mechanics' Lien Act (Nunavut). The City shall be entitled to hold back from payment due to the Supplier and remit any amounts which are required pursuant to Applicable Law to be held back and remitted or payable to a third party, including payments pursuant to the provisions of the Income Tax Act (Canada) and any applicable workers compensation legislation.

4.4 Should either Party fail to make payments as they become due under the terms of the Contract or in an award of arbitration or judgment of a court, interest at the Prime Rate plus 2% per annum, compounded semi-annually on any unpaid amounts shall, subject to any applicable offset also become due and be payable.

4.5 All invoices submitted by the Supplier must:

(a) show The City's Job Number or contract number;

(b) show the address of the location where the Work was performed;

(c) show Supplier's name, invoice date, and unique invoice number;

(d) show the Contract Price payable for the relevant period or step;

(e) show all applicable fees, permits, taxes, and duties as a separate line item; and

(f) show the 'remit to' address.

4.6 Notwithstanding any other provision in the Contract, The City may and shall have the right, from time to time, without prejudice to any other right or remedy it may have under Applicable Law, under the Contract or under any other contract The City has or may have with the Suppler, deduct and set-off any amounts owed by the Supplier to The City under the Contract, howsoever arising, from any amount due or owing by The City under any contract The City has or may have with the Supplier.

ARTICLE 5 - CONTRACT

5.1 Each of the Parties shall promptly and fully inform each other of any errors, omissions or inconsistencies in the Contract and of any inconsistencies between the Contract and the Applicable Law of which they become aware. The Supplier shall exercise reasonable care and diligence to prevent any actions or conditions which could result in any such inconsistencies. If the Supplier discovers any inconsistencies in the Contract or between the Contract and the Applicable Law, it shall resolve all such inconsistencies with The City before proceeding with the affected portion of the Work.

5.2 Subject to Changes made in accordance with ARTICLE 9, the Supplier shall not deviate from the specifications or requirements stated in the Contract.

5.3 All conflicts in this Contract, including those contemplated in Section 5.1, may, in The City's sole discretion, be resolved solely by The City's Representative. The Supplier shall not work on that portion of the supply of Goods or applicable Services which is affected until the conflict has been resolved and The City has authorized the Supplier to proceed with such Work.

ARTICLE 6– PERSONNEL

6.1 The Supplier shall provide a sufficient number of qualified personnel to enable timely and proper execution and completion of the Work. All such personnel shall be competent, literate in English and qualified by education, training, experience and in all other respects capable of carrying out the tasks to which each is assigned.

6.2 The Supplier shall employ, or cause to be employed, only supervisory personnel who are appropriately qualified, trained and experienced in safety, efficiency and quality of work supervision, and if requested by The City, accredited, or enrolled in a program for accreditation, in the manner specified by THE CITY in the Contract.

6.3 At The City's request, the Supplier shall reassign, replace or remove personnel, including Key Personnel, who, in The City's sole discretion, do not meet the requirements of Section 6.1 or Section 6.2, or who have committed a violation of The City's regulations and procedures, including safety, security, camp or site regulations or procedures.

6.4 Key Personnel shall perform the tasks and roles assigned to them and shall not be removed from the performance of the Work without The City's prior written consent. The Supplier shall not, without The City's consent make any changes to the Key Personnel. If any Key Personnel leave the Supplier's workforce or become unable to perform their tasks or roles due to disability, sickness or death, the Supplier shall immediately notify The City and propose alternative personnel and shall forthwith replace such Key Personnel with personnel suitable to The City and of comparable qualifications.

6.5 The Supplier shall not, without The City's consent, pay, agree to pay, or allow a Subcontractor to pay, or agree to pay to any personnel:

(a) overtime; or

(b) any inducements or other payments outside the scope of or beyond those payments permitted by any collective agreement applicable to such personnel.

ARTICLE 7– PERFORMANCE

7.1 The Supplier accepts The City's Site, and the obligation to perform the Work, in the condition existing at the Effective Date and acknowledges that it has investigated and satisfied itself as to:

(a) the nature of the Work;

(b) the location of and all conditions relating to The City's Site and the Site including accessibility, general character, surface conditions, utilities, roads, uncertainties of seasonal weather and all other physical, topographical and geographical conditions;

(c) the general character, quality, quantity and availability of equipment and materials required to execute and complete the Work;

(d) all environmental risks, conditions, Applicable Law and restrictions applicable to the Supplier or the Work that might affect the Work;

(e) all conditions affecting labour, including availability, productivity and administrative practices, including those relating to safety, prevailing at or applicable to the Work; and

(f) the magnitude and nature of any Services required to execute and complete the Work,

and any failure by the Supplier to discover matters which affect or could affect the Work shall not relieve the Supplier from its obligations under this Contract or otherwise affect the Contract Price.

7.2 The Supplier and The City shall co-operate fully with each other, Other Suppliers and all other parties with whom the Supplier and The City may be involved during the performance of the Work.

7.3 The City reserves the right to award separate contracts to Other Suppliers to be performed at the Site and to perform work with its own forces at the Site, in which case The City shall co-ordinate and schedule the Work with the work of the Other Suppliers and The City's own forces, and the Supplier shall share access to and use the Site to accommodate the work of Other Suppliers and of The City's own forces.

7.4 The City shall have general control and direction over the performance of the Contract and the Work and The City's Representative shall be the interpreter of the requirements of the Contract and shall assess the performance of both Parties under the Contract. Any objections or claims that the Supplier may have against The City relating to the Contract, including any direction, interpretation or assessment given or made by The City in respect of matters relating to safety, quality, performance, compliance, completion, warranty work or otherwise, shall be presented to The City's Representative in writing not later than five (5) Work Days after the occurrence of the direction, decision or circumstances giving rise to the objection or claim. Failure by the Supplier to present any objection or claim within such five (5) Work Days shall result in the Supplier being deemed to have absolutely waived and released any such objection or claim

7.5 The Supplier agrees that it shall:

(a) efficiently and expeditiously perform all Work in a good and workman-like manner and in accordance with this Contract;

(b) exercise in its performance of the Work that standard of care and skill normally exercised by and currently prevailing with suppliers providing Goods of a like quality and nature; and

(c) perform the Work in a safe and environmentally sound manner and in compliance with Applicable Law.

7.6 The Supplier represents and warrants to The City that:

(a) it has the experience, resources, personnel and capability to expeditiously and diligently perform the Work and this Contract;

(b) it is duly incorporated and validly existing under the laws of its governing jurisdiction and is registered with the Corporate Registries of Nunavut Territory or is exempt from such registration requirement;

(c) it has all required permits, licenses and authorizations necessary to carry on its business and necessary to conduct the Work;

(d) the Goods are supplied free from any and all Claims, liens, charges, Encumbrances or security interests of any kind whatsoever; and

(e) the title to any and all materials, supplies and equipment which are to be provided by the Supplier for incorporation into the Work shall upon Delivery to the Site be free from any and all Claims, liens, charges, Encumbrances or security interests of any kind whatsoever.

7.7 The Supplier shall supervise its employees and Subcontractors and inspect their work to ensure that such work and the Work conforms in each and every respect to the Contract and to good and proper methods and practices.

7.8 Neither acceptance of any part of the Work by The City, nor payment to the Supplier, shall relieve the Supplier from its responsibilities under this Contract, whether pursuant to any of the warranties or guarantees expressed or implied herein, or otherwise.

7.9 The Supplier shall provide The City with verbal or written reports in reasonable detail promptly upon the reasonable request of The City, and shall attend meetings as required by the Contract, or as otherwise requested by The City's Representative.

7.10 The Supplier shall ensure that no activities or actions are undertaken in the performance of the Work by the Supplier or Subcontractors, which would adversely affect, restrict or limit in any way the continued operation of The City’s facilities or plant which are in operation, unless required to perform the Work and done in accordance with the Work Schedule or otherwise authorized by The City’s Representative.

7.11 If the Supplier encounters actual subsurface or other concealed physical conditions at the Site which are materially different from the conditions represented to exist in the Contract or otherwise known to the Supplier, then the Supplier shall provide notice to The City within five (5) Work Days of encountering the conditions and shall allow The City the opportunity to inspect such conditions before the conditions are further disturbed.

7.12 The City shall promptly investigate the conditions described by the Supplier pursuant to Section 7.11 and if the actual conditions encountered by the Supplier at the Site differ materially from the conditions represented in the Contract so as to substantially increase the cost to the Supplier or the time to perform the Work, then The City shall issue a Change Order to cover the increased cost and

changed time to perform the Work.

ARTICLE 8 – SECURITY

8.1 The Supplier shall deliver to The City a fully executed performance bond to secure the obligations of the Supplier under this Contract in the amount prescribed in Schedule "D", if any (the "Performance Bond") which shall be in the form of the Standard Construction Document form CCDC 221, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of The City by a surety which is approved by The City and which is licensed to transact the business of a surety in Nunavut Territory

8.2 In order for the City to release the first milestone payment, the Supplier must have provided a valid surety performance bond with an expiry date:

(a) in the case of Goods, not less than thirty (30) days from the anticipated arrival date of the equipment to the Port of Iqaluit; and

(b) in the case of Work, not less than ninety (90) days form the date of Final Completion.

(c) The Performance Bond must be electronically verifiable using a credible Canadian online surety service. The contractor should coordinate with the shipping company to work out the anticipated delivery date of the shipment to The City and provide The City with such date when confirmed.

8.3 The Performance Bond will be maintained by the Supplier and retained by The City until Final Completion. The Performance Bond is not a limitation of the Supplier's liability in respect of any breach of, or default under, this Contract. The City shall return or release the Performance Bond to the Supplier, without deduction other than prior deductions, if any, properly made hereunder, within five (5) Business Days, after Final Completion.

8.4 Should the surety or other Security provider cease to meet the Credit Rating requirements at any time under this Contract, the Supplier must provide new or additional Security that is reasonably satisfactory to The City within ten (10) Business Days.

8.5 If The City draws on any Security, as permitted hereunder, then the Supplier shall within three (3) Business Days after such draw provide additional Security sufficient to replenish or maintain the aggregate amount of the relevant Security at the amount required hereunder.

8.6 If at any time during the term of the Contract, the Supplier has failed to deliver or maintain the Security at the level required hereunder, The City shall be entitled to withhold payment of any amount owing by The City to the Supplier under this Contract until fifteen (15) Business Days after the date when the Supplier has delivered the required amount of Security to The City. Any amounts withheld by The City in accordance with this Section will not bear interest.

ARTICLE 9– CHANGES

9.1 No substitutions or Changes shall be made with respect to the Goods or the Work without the prior written consent of The City, which consent may be withheld for any reason.

9.2 The City shall have the right, at any time, to make Changes and the Supplier agrees to perform its obligations under the Contract as changed.

9.3 When a Change is proposed or required, The City shall provide a Contemplated Change Notice to the Supplier describing the proposed Change.

9.4 The Supplier, upon receipt of a Contemplated Change Notice, shall promptly provide The City's Representative with a Change Quotation which shall include a method of adjustment or an amount of adjustment to the Contract Price, if any, and the adjustment in the Contract Time, if any, for the proposed Change.

9.5 The City shall promptly following receipt of the Change Quotation either agree to the adjustments in the Contract Price and Contract Time or to the method to be used to determine the adjustments, or give the Supplier notice that the Change Quotation is not acceptable. If the Change Quotation is agreed to, then The City shall immediately issue a Change Order recording the Change, which shall be signed by The City and the Supplier, and the Supplier shall proceed promptly and diligently with the Change. The value of Work performed as a result of a Change Order shall be included in invoices for payment given in accordance with Section 4.2.

9.6 If The City requires the Supplier to proceed with the Change before The City and the Supplier agree, or where The City and the Supplier have failed to agree, upon the adjustment in Contract Price and Contract Time, The City shall issue a Change Directive.

9.7 Upon receipt of a Change Directive, the Supplier shall proceed promptly and diligently with the Change and:

(a) the Supplier shall keep daily records, signed by The City's Representative, of the time, materials and equipment employed in the Change;

(b) the Contract Price shall be adjusted in accordance with the additional cost of the Change; and

(c) the Contract Time shall be equitably adjusted by agreement between The City and Supplier, and if agreement cannot be reached, then the dispute shall be settled in accordance with ARTICLE 27.

9.8 If, during the performance of the Work, the Supplier is of the opinion that any instruction, interpretation, decision or direction from The City should have but has not resulted in a Contemplated Change Notice or Change Directive being issued, the Supplier shall give The City ten (10) Work Days' notice with a Change Quotation requesting any adjustment in the Contract Price and Contract Time required. The City shall promptly consider the Change Quotation and immediately issue a Change Order, Change Directive or advise the Supplier that the Supplier's request is denied. If the Supplier disputes The City's decision, the Supplier shall, before proceeding with the Work, provide notice to The City disputing The City's decision, but shall promptly proceed to perform the Work. The Supplier shall keep daily records, to be signed by The City's Representative, of the time, materials and equipment employed in respect of the disputed Work. The Supplier's request for an adjustment in the Contract Price and Contract Time shall then be resolved in accordance with ARTICLE 27.

9.9 No modification, additions, deletions or other revisions to this Contract, shall be binding on either Party unless set out in a Change Order or required by a Change Directive. Neither the keeping of daily records in respect of disputed work nor the signing of those records by The City's Representative shall be considered as an admission of entitlement to payment by The City but shall constitute a record of the time, materials and equipment employed in respect of the work for which a Change Directive has been issued or the Supplier has given notice of a dispute.

ARTICLE 10 – LIENS

10.1 If any mechanics' liens have been filed or registered, or notice of a Claim for a mechanics' or other lien has been received by The City, or if there shall be reasonable evidence indicating probable

filing or registering of any lien or Claim of any kind for which, if established, The City might become liable, and which is attributable to the Supplier under any mechanics' lien, workers' compensation or other legislation, the Supplier shall not be entitled to further payment at any time until all such Claims have been satisfied, withdrawn or discharged. All expenses The City incurs as a result of any such Claims, including costs incurred in investigating, defending or negotiating the resolution of such claims including all counsel and other legal fees and disbursements on a solicitor and his own client basis, shall also be paid to The City by the Supplier before any further payment shall be made to the Supplier. Should any action or proceedings to enforce a lien or Claim be commenced with the result that The City pays any or all funds withheld into court or pays same to another appropriate authority, the Supplier shall reimburse The City for all of its costs, including all counsel and other legal fees and disbursements on a solicitor and own client basis. Any amounts so paid by The City may also be deducted from any amounts due the Supplier whether under this Contract or otherwise.

10.2 The Supplier shall at all times protect the Site, The City Site and the other lands and property of The City from and against and shall reimburse, indemnify (including legal fees on a solicitor and own client (indemnity) basis) and hold harmless the Indemnitees from and against all Claims incurred by the Indemnitees on account of the Work performed or materials supplied by Subcontractors, or on account of any exaggerated lien filed by the Supplier. The Supplier shall cause any such lien or Claim which may be filed or made to be released and discharged forthwith at the expense of the Supplier. If, within seven (7) days the Supplier fails to release or obtain the release and discharge of any such lien or Claim, then The City may, but shall not be obliged to, discharge, release or otherwise deal with the lien or Claim, and the Supplier shall pay any and all costs and expenses incurred by The City in so releasing, discharging or otherwise dealing with the Claim or lien, including legal fees on a solicitor and own client (indemnity) basis. Any amounts so paid by The City may be deducted from any amounts due the Supplier whether under this Contract or otherwise.

ARTICLE 11 – INSPECTION

11.1 At all times during the progress of the Work, The City shall have the right to inspect or witness any part of the Work and The City or its representatives shall have access at all reasonable times to the Supplier's and its Subcontractors' manufacturing shops and warehouses for purposes of inspecting, testing or witnessing any part of the production of the Goods.

11.2 The Supplier shall inspect, and be solely responsible for the inspection of, all workmanship, materials and equipment furnished by the Supplier or Subcontractors in respect of the Work, to ensure conformity in each and every respect to the requirements of the Contract and Applicable Law and to ensure that good and proper construction practices are followed and that the Work is performed in a safe and environmentally sound manner.

11.3 If the Applicable Law requires testing of any part of the Work, the Supplier shall provide The City with sufficient advance notice of the arrangements for the test.

11.4 If the Contract requires any test to be performed or witnessed by The City, the Supplier shall provide The City Representative with sufficient advance notice of its readiness for the test and The City shall then promptly perform or witness the test. If The City fails to witness the test when scheduled, any re-testing required by The City shall constitute a Change. If any portion of the Work is closed or covered by the Supplier without The City's permission and before The City has been given the opportunity to perform or witness a required test, then if requested by The City, that portion of the

Work shall be opened or uncovered for testing and re-closed or re-covered, all at the Supplier's expense.

11.5 Any Work which must be tested shall not be considered ready for inspection by The City until the Supplier has satisfied itself and notified The City's Representative that, in the Supplier's opinion, the Work can successfully pass the test.

11.6 Any inspection, testing or witnessing of any of the Work or tests by The City, or omission or failure on the part of The City to inspect or test any of the Work, shall not be construed to be an acceptance of any such Work or as relieving the Supplier of its responsibilities pursuant to this Contract or otherwise.

ARTICLE 12 – INTENTIONALLY DELETED

ARTICLE 13 – COMPLIANCE WITH POLICIES AND APPLICABLE LAW

13.1 The Supplier shall comply with and shall ensure that its employees and agents comply with and shall contractually require its Subcontractors and their respective employees and agents to comply with the Policies and all Applicable Law in connection with the Work.

13.2 The Supplier shall be liable for and indemnify and hold harmless the Indemnitees from and against any Claims arising from the failure of the Supplier or Subcontractors or their respective employees or agents, to comply with the Policies and the Applicable Law, including any additional costs for Work to be redone as a result of the breach of Policies or Applicable Law.

13.3 The Supplier shall obtain from Governmental Authorities or other third parties and pay for those licenses, permits and approvals required by the Policies, the Applicable Law or by the Contract for the Work, except those licenses, permits and approvals required with respect to the land-use aspects of the Work to be performed on The City's Site.

13.4 If the Supplier discovers any variance between the Policies or the Applicable Law and any Work performed or materials purchased or supplied by the Supplier or Subcontractors, then the Supplier shall promptly notify The City before proceeding with the part of the Work affected, and shall make the necessary revisions to the Work or the materials to comply with the Policies and Applicable Law, at the Supplier's expense.

ARTICLE 14 – SITE & CLEAN UP

14.1 THE CITY may designate space at The City's Site for the Supplier's working and storage areas. The Supplier shall be responsible for keeping these areas clean, orderly and secure.

14.2 The Supplier shall maintain the Site in a tidy condition and free from the accumulation of waste materials and debris during the performance of the Work and shall clean up the Site to the satisfaction of The City’s Representative at the completion of the Work.

14.3 Upon termination of this Contract, the Supplier shall promptly and shall cause its Subcontractors to clean up and remove all of its equipment, tools and surplus materials from the Site as specified by The City and shall leave the Site clean and ready for The City's use and occupancy. If, in the opinion of The City’s Representative, the Supplier fails to perform its obligations under this ARTICLE 14, The City may perform any or all of those obligations and charge the cost of doing so to the Supplier.

14.4 The Supplier shall be solely responsible for the security of its tools, equipment, materials or other

property belonging to or used by the Supplier during the performance of the Work. The City shall not be responsible for the loss of or damage to any tools, equipment or materials belonging to or used by the Supplier or its Subcontractors prior to, during the performance of, or after the termination of this Contract. The City shall not be responsible or liable for the loss or security of any personal equipment or belongings of the Supplier's, its Subcontractors, or their respective personnel.

14.5 The Supplier shall comply with the safety, health, and security rules, regulations, and policies that may be imposed by The City respecting the Work, and with the safety and health provisions of all Applicable Law. The Supplier shall be responsible for the compliance with all safety, health, and security rules and the safety and health provisions as aforesaid for all of its employees, servants, and agents, and its Subcontractors' employees, servants, and agents.

ARTICLE 15 – REPRESENTATIVES & NOTICES

15.1 Unless otherwise provided in this Contract, The City shall communicate with the Supplier through the Supplier's Representative, and the Supplier shall communicate with The City through The City's Representative.

15.2 The City's Representative has the authority to bind The City on all matters relating to the Work and the Contract, and all communications to or with The City's Representative shall be deemed to be communications to or with The City. The Supplier's Representative has the authority to bind the Supplier on all matters relating to the Work and the Contract and all communications to or with the Supplier's Representative shall be deemed to be communication to or with the Supplier.

15.3 The City may replace The City's Representative at any time by notice to the Supplier. The Supplier shall not change the Supplier's Representative, except with the prior approval of The City.

ARTICLE 16 – FORCE MAJEURE

16.1 Either The City or the Supplier may claim that an Event of Force Majeure has taken place by giving the other Party verbal notice within 24 hours of the Event of Force Majeure and thereafter provide written notice, including a proposed plan of corrective action to resolve or minimize the effect of the Event of Force Majeure, delivered within 48 hours of the Event of Force Majeure. No claim by the Supplier for an Event of Force Majeure and no extension of time on account of such Event of Force Majeure shall be made for an Event of Force Majeure unless written notice of the Event of Force Majeure is given to The City within 48 hours of the Event of Force Majeure.

16.2 If THE CITY has given notice of an Event of Force Majeure, then The City may:

(a) subject to Section 19.7, cause the Supplier to complete the Work, with such adjustments to Contract Time as are required by the Event of Force Majeure;

(b) suspend the Work or any portion thereof in accordance with ARTICLE 18; or

(c) terminate this Contract or any portion thereof in accordance with ARTICLE 19.

16.3 If the Supplier has given notice that the Work or any portion thereof is affected as a result of an Event of Force Majeure, then, subject to Section 19.7, the Supplier shall complete the Work, with such adjustments to Contract Time as are required by the Event of Force Majeure.

16.4 If The City and the Supplier do not agree that the Work or any portion thereof is affected as a result of an Event of Force Majeure for which notice has been given under Section 16.1 or cannot agree on any adjustments to Contract Time that may be required by the Event of Force Majeure, then

the Supplier shall continue to complete the Work in accordance with the Work Schedule and either Party may refer the matter for resolution under ARTICLE 27.

16.5 If an Event of Force Majeure exists and continues for a period in excess of thirty (30) continuous Work Days and results in substantially all of the Work being stopped or suspended during that period, then The City may terminate the Contract and The City shall pay the Supplier for the Work performed to the date of such termination.

16.6 Any delay or failure on the part of either The City or the Supplier which is as a result of an Event of Force Majeure shall not constitute default or breach hereunder or give rise to any claim for damages.

ARTICLE 17 – DELAYS

11.1 If the Supplier is delayed in the performance of the Work by an act or omission of The City or anyone employed or engaged directly or indirectly by The City, contrary to the provisions of the Contract, or by The City taking possession of or using any partially completed portion of the Work pursuant to Section Error! Reference source not found. ahead of the Work Schedule, then the Contract Time shall be extended for such reasonable time as may be necessary to allow the Supplier to make up the delay. The Supplier shall be reimbursed by The City for reasonable costs incurred by the Supplier as the result of such delay.

11.2 If the Supplier is delayed in the performance of the Work by an order issued by a court or other public authority having jurisdiction, and providing that such order was not issued as the result of an act or fault of the Supplier or any Person directly or indirectly employed or engaged by the Supplier, then the Contract Time shall be extended for such reasonable time as The City may recommend in consultation with the Supplier. The Supplier shall be reimbursed by The City for reasonable costs incurred by the Supplier as the result of such delay.

11.3 No claim for delay and no extension of time on account of delay shall be made unless notice with a Change Quotation is given to The City not later than fifteen (15) Work Days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.

ARTICLE 18– SUSPENSION OF WORK

18.1 In addition to any other rights that The City may have pursuant to this Contract or in Applicable Law, The City may, in the exercise of its sole discretion, at any time or times, by notice to the Supplier specifying the effective date of the suspension, require the Supplier to suspend the Work or any portion thereof (the "Suspended Work"). Upon receiving notice, the Supplier shall discontinue the Suspended Work, place no further purchase orders or subcontracts with respect to the Suspended Work, and promptly make reasonable efforts to obtain suspension terms satisfactory to The City with respect to all purchase orders, subcontracts, supply contracts and rental agreements related to the Suspended Work. The Supplier shall continue to perform all Work which is not Suspended Work.

18.2 Subject to Section 19.7, The City may at any time authorize resumption of the Suspended Work or any part thereof by giving the Supplier reasonable notice specifying the part of the Suspended Work to be resumed and the effective date of such resumption. The Supplier shall resume the Suspended Work on the date and to the extent specified in the notice, provided that if the date for resumption is more than ten (10) days after the date of suspension, the Supplier may, by Change Quotation, given

within five (5) days of receipt of the notice of resumption, request a Change Order in the manner provided in Section 9.8 deleting the Suspended Work from the Contract and adjusting the Contract Price and Contract Time on account of the suspension and deletion of the Suspended Work.

12.3 The Supplier shall use its employees, equipment and materials in such manner and take such other steps as may be necessary or desirable to minimize the costs associated with the Suspended Work. During the period of suspension of the Work, the Supplier shall secure and protect the Suspended Work and all materials and equipment to be used or incorporated therein.

18.4 The City shall issue a Change Order to reimburse the Supplier for those direct costs reasonably incurred by the Supplier as a result of the Suspended Work. Except for any adjustment resulting from a Change Order pursuant Section 9.8 as contemplated by Section 18.2, under no circumstances shall The City be liable for any damages or loss of profits on account of Suspended Work.

18.5 Where The City suspends the Work under this ARTICLE 18 due to the Supplier's violation of a rule, regulation, policy, notice or standard or because the Supplier commits an unsafe act, expenses incurred during the suspension of Work are the responsibility of the Supplier.

ARTICLE 19 – TERMINATION

19.1 In addition to any other rights that The City may have pursuant to this Contract, or in Applicable Law, The City may at any time, in the exercise of its sole discretion, terminate this Contract, the Work or any portion thereof by giving notice to the Supplier specifying the Work or portion thereof to be terminated and the effective date of the termination. Upon receipt of such notice, the Supplier shall discontinue the Work in accordance with the notice, and shall take whatever steps may be necessary or desirable to minimize the costs associated with the termination of the Work. The Supplier shall continue to perform all portions of the Work not terminated, if any, in accordance with this Contract. In the event that this Contract or a portion of the Work is terminated in accordance with this Section 19.21, then subject to Section 19.6, The City shall pay the Supplier for all Work satisfactorily performed to the date of termination or suspension, and shall reimburse the Supplier for the reasonably incurred costs of: (i) demobilization; and (ii) termination of Subcontractors, incurred by the Supplier as a direct result of such termination of the Contract or portion of the Work, less the sum of all monies already paid to the Supplier.

19.2 In addition to The City's rights under Section 19.1, The City may in its sole discretion terminate this Contract by notice to the Supplier in any of the following circumstances:

(a) if the Supplier becomes insolvent or makes a general assignment for the benefit of its creditors or otherwise acknowledges its insolvency or if a bankruptcy or receiving order is filed or made against the Supplier;

(b) if an order is made or resolution is passed for the winding up or liquidation of the Supplier;

(c) if a custodian, receiver, manager or other officer with similar powers is appointed in respect of the Supplier or any of the Supplier's property;

(d) if the Supplier ceases to carry on in the ordinary course of business; or

(e) if a creditor takes possession of any of the Supplier's property or if a distress, execution or any similar process is levied or enforced against such property and remains unsatisfied by the Supplier,

upon receipt of such notice, the Supplier shall discontinue the Work in accordance with the notice, and

shall take such steps as may be necessary or desirable to minimize the costs to The City associated with the termination of the Work.

19.3 In addition to any rights The City may have at Applicable Law and under this Contract, if the Supplier is in default in carrying out any of the terms, conditions, covenants or obligations of this Contract, or has made a false representation, declaration or warranty, The City may give the Supplier notice of default. The Supplier shall have ten (10) Work Days following receipt of the notice, or such longer time as The City has specified in the notice of default, within which to remedy the default. If the Supplier fails to rectify the default in the time required, The City may, by notifying the Supplier, terminate the whole or any part of the Contract.

Upon receiving a notice of termination, the Supplier shall discontinue the Work in accordance with such notice and shall take such steps as may be necessary or desirable to minimize the costs to The City associated with the termination of the Work. In addition, the Supplier shall pay any reasonable additional costs that The City incurs to obtain completion of the Work as a result of such breach, including any costs paid to another Supplier that exceed the quoted costs for the same Work that were to be performed or delivered by Supplier, and The City shall be entitled to set off such additional costs against any outstanding invoices submitted by the Supplier.

19.4 In the event this Contract or any portion of the Work is terminated, The City may complete or have others complete the Work. Subject to Section 19.6, if this Contract is terminated pursuant to Sections 19.2 or 19.3, The City shall pay the Supplier for all Work satisfactorily performed to the date of termination, less the sum of all monies already paid to the Supplier and all costs The City must pay in excess of the Contract Price to obtain satisfactory completion of the Work by others.

19.5 Upon termination of this Contract or the Work or any part thereof, the Supplier shall execute and deliver to The City all Documents required by The City, and shall take all steps required by The City to assign to and fully vest in The City or its designate all right, title and interest of the Supplier under existing agreements with the Subcontractors which are related to the Work.

19.6 The City shall not be liable for any penalties, damages or loss on account of anticipated profits or opportunities of the Supplier as a result of the termination or suspension of the Work or this Contract by The City. Subject to the foregoing, the rights and remedies provided in this ARTICLE 19 are in addition to the rights and remedies provided by the Applicable Law or under any other provision of this Contract.

19.7 If The City has suspended all or substantially all of the Work pursuant to Section 18.1 and has not within three hundred and sixty five (365) days after the date of suspension authorized resumption of the Suspended Work or a material portion thereof, the Supplier may, without prejudice to any other right or remedy it may have, by giving The City written notice, immediately terminate the Contract.

ARTICLE 20 – REPORTS

20.1 In addition to the regularly scheduled reporting required by the Contract, Supplier shall give notice to The City immediately upon Supplier becoming aware of any material delay in the performance of the Work, and shall within forty-eight (48) hours thereof, submit a draft plan for recovering the Work Schedule or mitigating the consequences of the delay.

20.2 Supplier will immediately give notice to The City of any (i) injury requiring off-Site medical attention, (ii) injury covered by applicable worker's compensation laws, and (iii) injury that is

reportable to an Government Authority, with respect to any Services, which notice will describe the circumstances giving rise to the incident and the remedial action that Supplier is taking to prevent recurrence of similar injuries.

ARTICLE 21– SUPPLIER'S RECORDS

21.1 The Supplier shall establish and maintain, to the satisfaction of The City, appropriate business standards, procedures and controls including business standards, procedures and controls necessary to avoid any real or apparent impropriety or adverse impact on the interests of The City. Upon The City's request the Supplier shall review with The City's Representative such business standards, procedures and controls and the Supplier shall implement such alterations to its business standards, procedures and controls as The City deems necessary or desirable.

22.2 For the purposes of determining the Supplier's compliance with all of the terms of this Contract and for verification of all Work performed and all reimbursable costs and other charges payable under this Contract, including Claims and suspension or termination charges, the Supplier shall permit authorized representatives of The City to review the records of the Supplier, at all reasonable times during the Contract Time, and for a period of seven (7) years thereafter. The provisions of this Section 21.2 pertain only to the determination of the Supplier's compliance with the Contract and with verification of reimbursable costs and charges payable under this Contract and do not apply to any fixed price portion of the Contract.

ARTICLE 22– WARRANTY

22.1 The Supplier warrants that, for a period of two (2) years (or such longer time as provided for in the Contract) from the Final Completion Date and the Delivery Date, as the case may be for Sefrvices and Goods supplied, respectively, the Goods and Services shall be free from any and all defects and deficiencies in workmanship performed and materials and equipment supplied by the Supplier or its Subcontractors.

22.2 During the Warranty Period, the Supplier shall promptly repair, replace and make good all defects in the Work and correct all deficiencies, errors, omissions and mistakes with respect to the Work at its own cost, by re-performing the Work or repairing or replacing any materials or equipment, if any, which do not comply with the Contract. The Supplier shall do so in a manner that minimizes disruptions to The City's continued operations. Notwithstanding the foregoing, The City may, in the case of emergency or the failure of the Supplier to perform the requested warranty work in a timely manner, make or cause to be made the necessary corrections, repairs or replacements and charge the cost of the same to the Supplier provided that where practical, The City shall provide the Supplier with the opportunity to make the necessary corrections, repairs or replacements.

22.3 The Supplier shall immediately advise The City's Representative of any defects in workmanship, materials or equipment and of all deficiencies, errors, omissions or mistakes in the Work that it discovers or becomes aware of during the Contract Time and Warranty Period.

22.4 The Warranty given hereby shall apply to the re-performance of any Work or the repair or replacement of materials or equipment pursuant to Section 22.2, and the Warranty Period shall again run from the time of the completion of the work performed under the Warranty.

22.5 If this Contract or any part of the Work is terminated pursuant to ARTICLE 19, then this ARTICLE 22 shall survive such termination, and the Warranty Period with respect to completed Work

shall commence upon the effective date of termination.

22.6 The Supplier shall assign all manufacturers warranties for Goods supplied by Subcontractors, and shall take all necessary steps as required by such Subcontractors to effect assignment of such warranties to The City.

ARTICLE 23 - INDEMNITY

23.1 The Supplier shall defend, indemnify and hold harmless The City, its Affiliates and their respective officers, directors, employees, consultants and agents ("Indemnitees") from and against all Claims suffered, sustained, paid or incurred, whether as a result of third party Claims or otherwise, by the Indemnitees as a result of any act or omission, including a breach of this Contract, negligence or willful misconduct, by the Supplier, its Subcontractors or their respective directors, officers, employees or agents or any other Person for whom the Supplier is at law responsible in the performance of the Work.

23.2 Notwithstanding any other provision of this Contract, the total liability of The City with respect to this Contract or any obligations in connection with the Contract, whether based on warranty, indemnity, contract, tort (including negligence), strict liability or otherwise, shall be limited to the Contract Price. Supplier's liability pursuant to this Contract shall not be limited in any way.

23.3 Notwithstanding anything else in this Contract, none of the Indemnitees shall be liable to the Supplier, or anyone claiming through or under a the Supplier, whether by way of indemnity or by reason of breach of contract or in tort, including liability for negligence and breach of statutory duty, or on any other legal or equitable basis, for:

(a) special or consequential loss or damage;

(b) loss of use, whether complete or partial, of the Work or existing equipment or facilities of the Supplier, Subcontractors or third parties;

(c) loss of product;

(d) loss of revenue, overhead or profit; or

(e) loss of any contract that may be suffered by the Supplier, Subcontractor or third parties.

ARTICLE 24– INSURANCE

24.1 Without in any way limiting the liability of the Supplier or its obligation to indemnify The City under this Contract, the Supplier shall obtain and maintain in full force and effect during the term of the Contract and for any extended period provided for in the Contract, the following insurance with an insurer licensed to carry on business in Nunavut Territory:

(a) comprehensive general liability insurance on an occurrence basis in an amount of not less than $5,000,000.00 per occurrence for bodily injury including death and/or property damage which shall be endorsed to include the following:

(i) blanket contractual liability (including this Contract);

(ii) non-owned automobiles;

(iii) personal injury;

(iv) products and completed operations;

(v) excavation, collapse, shoring and pile driving (as applicable);

(vi) broad form property damage and loss of use;

(vii) employees as additional insured;

(viii) cross liability;

(ix) employers or contingent employers liability; and

(x) The City as additional insured with respect to the Supplier's operations;

(b) standard owned automobile liability insurance covering all licensed motor vehicles used in connection with the Work of not less than $2,000,000 per occurrence for bodily injury including death and/or property damage;

(c) Supplier's equipment insurance covering equipment and tools owned or leased for the full replacement cost of such equipment on an "all risks" basis; and

(d) any additional insurance required by the Contract.

24.2 The insurance policy or policies shall be endorsed to provide The City with thirty (30) days prior written notice of cancellation or termination, and shall be in form and substance acceptable to The City.

24.3 Prior to undertaking performance of the Work, and within two (2) weeks of any renewal date of insurance required to be maintained hereunder, the Supplier shall deliver to The City satisfactory evidence of insurance in the form of certificates of insurance executed by an authorized representative of the insurer(s) or alternatively, certified copies of the insurance policies

24.4 The Supplier shall ensure all of its Subcontractors also comply with the requirements of this ARTICLE 24.

24.5 The Supplier shall be responsible for payment of all premiums and deductible amounts relating to the insurance policies.

24.6 The provision of the foregoing insurance or any insurance by the Supplier shall not limit or release the Supplier from any liability or obligations under the Contract.

24.7 The City and the Supplier agree and the Supplier shall ensure that its Subcontractors agree that the insurer has the right to make such investigation, negotiation and settlement of any claim or suit relating to the policy or policies of insurance discussed in this ARTICLE 24 as may be deemed expedient by the insurer.

24.8 All insurance policies required under this Contract shall be with insurers registered in and licensed to underwrite such insurance in Nunavut Territory and have a rating of A- or better in the current Best Insurance Report, published by A.M. Best City, Inc. or any successor publication thereto, unless otherwise agreed by The City in writing.

ARTICLE 25 – INTELLECTUAL PROPERTY

25.1 Unless otherwise agreed in writing between the Supplier and The City, all Work Product shall belong to The City. The Supplier waives all moral rights in Work Product.

25.2 The Supplier shall obtain releases, licenses, permissions and other authorizations in connection with any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights

held by third parties, as may be required.

25.3 The Supplier grants The City a non-exclusive, world-wide, royalty-free, perpetual, irrevocable license:

(a) to use any and all patents, industrial designs, copyrights and technology related to the Work that the Supplier owns or controls, subject to the Supplier's legal right to do so; and

(b) to use the equipment machinery, materials, compositions, designs, methods and processes supplied by the Supplier under this Contract, subject to the Supplier's legal right to do so.

25.4 The Supplier shall deliver to The City on request copies of all Work Product and all files and correspondence pertaining to performance of this Contract including Work Product and files and correspondence of Subcontractors.

25.5 The Supplier shall defend, indemnify and hold harmless the Indemnitees from any claim made by a third Person against the Indemnitees, or any of them, that Work Product infringes any patent, trademark, copyright or other intellectual property right of that third Person. The Supplier, at the request of The City, shall execute and deliver such further assignments and documents as may be required to give full effect to this ARTICLE 25.

25.6 The Supplier shall promptly give notice to The City if the Supplier has or acquires knowledge of any patent, trademark, copyright or industrial design or similar right under which an action could reasonably be expected to be maintained because of the use or purchase by The City of equipment, machinery, materials, compositions, processes, methods or designs incorporated or to be incorporated by the Supplier as part of the Work. Following notification to The City, the Supplier shall not incorporate any such equipment, machinery, materials, compositions, processes, methods or designs into any plans, drawings, specifications or other documents or use the same in connection with the Work without The City's prior written approval.

ARTICLE 26 – CONFIDENTIALITY

26.1 The Supplier shall keep strictly confidential this Contract and its terms and conditions, the Confidential Information, the Work Product, and the financial information concerning the Contract.

26.2 Upon cancellation or termination of this Contract, each Party shall return to the disclosing Party or destroy all Confidential Information that the receiving Party has in its possession, except to the extent necessary to continue the operations and facilities associated with this Contract, and except to the extent required for record or archival purposes. The confidentiality and non-use covenants contained in this Contract shall survive for two (2) years after the cancellation or termination of this Contract.

ARTICLE 27– DISPUTE RESOLUTION

27.1 In the event that a dispute arises out of the performance of the Work which cannot be settled by the contents of this Contract or by mutual agreement, then either Party shall have the right to give notice to the other Party requesting the appointment of a mediator (the "Project Mediator"). The Parties shall have thirty (30) days from the receipt of such notice to agree on a Project Mediator. If the Parties do not agree on the appointment of a Project Mediator, then either Party may request the Chair of the Arbitration and Mediation Society, the American Arbitration Association, Commercial Rules, or similar body, in the Territory, Province or State where the Site is located to appoint a Project Mediator, who, when so appointed, shall be deemed acceptable to the Parties and to have been appointed by them. In the event such Project Mediator is unavailable to mediate a particular dispute,

then the Chair of the Arbitration and Mediation Society, or similar body, shall immediately be requested to appoint a suitable replacement.

27.2 The Parties shall submit their dispute in writing to the Project Mediator, and afford to the Project Mediator access to all records, documents and information that the Project Mediator may request. The Parties shall meet with the Project Mediator at such reasonable times as the Project Mediator may require and shall, throughout the intervention of the Project Mediator, negotiate in good faith to resolve the dispute. All proceedings are agreed to be without prejudice, and the cost of the Project Mediator shall be shared equally between the Parties.

27.3 If the dispute cannot be resolved within fourteen (14) days after the Project Mediator has been requested to assist, or within such further period agreed to by the Parties, the Project Mediator shall terminate the negotiations, by giving notice to the Parties. However, the Project Mediator may, at any time during the mediation period, declare an impasse and terminate the negotiations by giving notice to the Parties. Upon the termination of negotiations by the Project Mediator, each Party shall have recourse to its rights and remedies in Applicable Law and equity.

ARTICLE 28 – STANDARD TERMS

28.1 Safety, Health, and Security Regulations. The Supplier shall comply with the safety, health, and security rules, regulations, and policies that may be imposed by The City respecting the Work, and with the safety and health provisions of all Applicable Law. The Supplier shall be responsible for the compliance with all safety, health, and security rules and the safety and health provisions as aforesaid for all of its employees, servants, and agents, and its Subcontractors' employees, servants, and agents.

28.2 Policy on Ethics / Conflicts of Interest. Supplier agrees to perform the Work and to conduct its operations in a manner which is consistent with the highest of ethical standards. Supplier shall not pay any commission or fee, or grant any rebate or make any loan to any personnel of The City or government official, or favour any personnel of The City or government official with any gift or entertainment of significant value or enter into any business arrangement with any personnel of THE CITY or government official. Supplier agrees to cause all Subcontractors engaged in the performance of the Services to adopt and enforce the foregoing policy.

28.3 Publicity. The Supplier shall not use The City's name in any advertising, promotional material or publicity release relating in any way, directly or indirectly, to the Work or the results thereof, without the prior written consent of The City.

28.4 Non-Waiver. No waiver of any provision of this Contract shall be of any force unless such waiver is in writing, is expressly stated to be a waiver of a specified provision of this Contract, and is signed by the Party to be bound thereby. Either Party's waiver of any breach of, or failure to enforce, any of the covenants, conditions, or other provisions of this Contract, at any time, shall not in any way affect or limit that Party's right thereafter to enforce or compel strict compliance with every covenant, condition, or other provision hereof. The failure of The City to insist upon strict performance by the Supplier of any terms and conditions hereunder shall not be deemed a waiver of any rights or remedies that The City may have at law in respect thereof and shall not be deemed a waiver of any subsequent default by the Supplier.

28.5 Notices. Any notice, consent, approval, determination or other communication to be given or sent to any Party pursuant to this Contract must be in writing and shall be deemed to have been validly given or received for the purposes of this Contract if delivered by hand or courier, or electronically

(return receipt required) to the address or contact information for the recipient Party listed below:

To The City:

To the Supplier:

A Party may, at any time, change such Party's address for the purposes of service by notice to the other Parties. Oral communication does not constitute notice for purposes of this Contract, and telephone numbers for the Parties are listed as a matter of convenience only. In cases where a return receipt has been provided, any notice given by way of electronic means shall be conclusively deemed to have been received on the date of its transmittal (if on a Work Day during normal business hours of the recipient and, if not, on the next Work Day). Notices delivered by hand or courier shall be conclusively deemed to have been received on the date of delivery.

28.6 Severability. Should any section, subsection, term, or condition of this Contract be or become illegal or not enforceable, such section, subsection, term, or condition shall be considered separate and severable from this Contract.

28.7 Amendments. This Contract or any part thereof may not be modified, supplemented, or amended except as otherwise herein provided or by mutual agreement expressed in writing and duly executed by the Parties to this Contract.

28.8 Governing Law and Jurisdiction. This Contract and all amendments thereto shall be governed by and construed in accordance with the laws in force in Nunavut Territory, and except as provided for in ARTICLE 27, the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts in Nunavut Territory, and any appellate courts having jurisdiction therein.

28.9 Assignment. The Supplier shall not assign this Contract, nor assign or subcontract any of its rights or obligations under this Contract, nor assign any monies to become due under this Contract, without the prior written consent of The City, and any assignment or subcontracting without the written consent of The City shall be null and void.

28.10 Successors and Assigns. This Contract shall be binding upon and enure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

28.11 Prior Contracts. This Contract supersedes and replaces any and all prior representations, bids, quotes, proposals, negotiations, letters of understanding, agreements, contracts, or amendments thereto or any other communications, verbal or written between the Parties hereto relating to the subject matter of this Contract.

28.12 Entire Agreement. This Contract sets forth the entire agreement between the Parties relating to the matters herein.

28.13 Independent Contractor. It is specifically agreed and understood that the Supplier is an independent contractor and is not a servant, agent, or employee of The City and that the Work to be performed under this Contract shall be carried on by the Supplier under its own risk and, if no methods or procedures have been directed by The City, according to its own methods or procedures, subject only to compliance by the Supplier with all the provisions of this Contract. If The City has directed a method or procedure to be used, the Supplier shall be fully responsible for the manner in which such methods or procedures are to be carried out. The Supplier shall be exclusively responsible

for the Supplier's personnel and equipment and that of its Subcontractors engaged in the performance of the Work. The Supplier is not eligible for the benefits The City provides to its employees, including vacation and general holiday pay, sick leave, Canada Pension Plan contributions or Employment Insurance contributions.

28.14 Counterparts. This Contract may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall constitute the one and the same instrument. The counterparts of this Contract and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF this Contract has been executed effective the date set out on its first page

THE CITY OF IQALUIT	**[SUPPLIER NAME]**
Per: _____	**Per:** _____
Name: _____	**Name:** _____
Per: _____	**Per:** _____
Name: _____	**Name:** _____

SCHEDULE "A" – THE CITY'S HEALTH AND SAFETY REQUIREMENTS

SCHEDULE "B" – PLANS AND SPECIFICATIONS OF GOODS AND SERVICES

SCHEDULE "C" – FORM OF CHANGE ORDER

Project:	**Date:**
Requestor:	**Change No:**
Company Name:	
Account Code:	**Service Contract:**
Change Category *(Check all that apply)*: **☐ Schedule ☐ Cost ☐ Scope ☒ Requirements/Deliverables** **☐ Testing/Quality ☐ Resources**	
Does this Change Affect *(Check all that apply)*: **☐ Corrective Action ☐ Preventative Action ☐ Defect Repair ☒ Updates** **☐ Other (please specify):**	
Describe the Change Being Requested:	
Describe the Reason for the Change:	
Describe all Alternatives Considered:	
Describe any Technical Changes Required to Implement this Change:	
Describe Risks to be Considered for this Change:	
Estimate Resources and Costs Needed to Implement this Change: **Original Contract Amount: $** **Previously Approved Change Orders: $** **Change Request: $** **Current Contract Amount: $** **Note: Above values do not include taxes.** *** This Change Order amount will first utilize the remaining cash allowance, with any additional funds requested as needed. Further capital budget details are provided below.**	

Describe the Implications to Quality:
Disposition: ☐ **Approve** ☐ **Reject** ☐ **Defer**

Acceptance Signatures (with signing authority):		
Name	**Signature**	**Date**
Director, Engineering and Capital Planning ***(Recommendation Only)***		
Senior Director, Corporate Services		
Chief Administration Officer		

SCHEDULE "D" – SECURITY

The following security shall apply to the Contract:

Security	Required	Amount: % of Contract Price
Quote Security	No	0%
Performance Bond	YES*	50%
Labour and Material Bond	NO	0%
Holdback	YES*	10%

- **Security required if Services are performed.**

SCHEDULE "E" – CONTRACT PRICE