



INSTRUCTIONS TO BIDDERS
February 8, 2024

**TENDER FOR SUPPLY OF ONE (1) HIGH DRIVE TRACKED
BULLDOZER WITH LANDFILL PROTECTION PACKAGE**

**CITY OF MOOSE JAW
SASKATCHEWAN**

**CLOSING DATE:
February 22, 2024
at 2:00 p.m. (Central Standard Time)**

INTRODUCTION

1. The City of Moose Jaw ("Moose Jaw") seeks Bids from vendors for the supply of **ONE (1) HIGH DRIVE TRACKED BULLDOZER WITH LANDFILL PROTECTION PACKAGE** (the "Goods"). Details regarding this tender and the Goods required by Moose Jaw can be found in the Bid Documents.

SUBMISSION DEADLINE

2. One (1) electronic copy of the Bid should be submitted by email to OperationsBids@moosejaw.ca by **2:00 p.m. (Central Standard Time), February 22, 2024** and in addition to the other requirements for submissions, meet the following:
 - (a) Subject Line to include: **ATTN: Perry Lanneville, ONE (1) HIGH DRIVE TRACKED BULLDOZER WITH LANDFILL PROTECTION PACKAGE;**
 - (b) Message Body to include Respondent Name, Company, Contact Information, Brief Description of the Project;
 - (c) Submission Attachment: The submission must be in .pdf format with the Project Number and Bidder's name in the file name;
 - (d) The email must be smaller than 50 MB;
 - (e) And if multiple emails are required to transfer the submission, the first email must contain clear instructions on how the additional files integrate into one (1) document.

Submissions will be date and time stamped based on the date and time shown when the email is received. If multiple emails are required, the time of the final email will be used.

Facsimile submissions will not be accepted.

3. Any Bids received after the Bid submission deadline will not be opened or considered during the evaluation process.

BID DOCUMENTS

4. The Bid Documents consist of the following:
 - (a) Instructions to Bidders
 - (b) Schedule A – Specifications for Goods
 - (c) Schedule B – Bid Form
 - (d) Schedule C – Forms of Supply Agreement
5. Upon receipt of Bid Documents, Bidders should verify that documents are complete and that no documents, sections, forms or pages are missing.

6. The Bid Documents are provided to Bidders for the sole purpose of obtaining Bids for this project and do not confer any license or grant permission for any other use.

INQUIRIES

7. Bidders may submit questions regarding the interpretation of the Contract/Bid Documents in writing to:

Perry Lanneville, Fleet Supervisor
City of Moose Jaw
Phone: 306-694-4459
E-mail: planneville@moosejaw.ca

8. Questions should be submitted not less than 5 working days before the Bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on www.sasktenders.ca.
9. The Bidder shall refrain from contacting other employees or members of Council of Moose Jaw in respect of this procurement process, including for the purposes of lobbying, or attempting to influence the outcome of this procurement process. Any such contact may, at Moose Jaw's sole discretion, result in the disqualification of the Bidder.
10. The Owner may make changes to the Bid Documents prior to the Bid submission deadline. Any changes will be in the form of written addenda which will be posted on www.sasktenders.ca.
11. All addenda become part of the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing Bids and should confirm, prior to submitting Bids, that all issued addenda have been received.

COMPLETION OF BIDS

Bid Completion

12. Bidders should complete the Bid Form and all Appendices which are attached to the Bid Form in their entirety, and should fulfill all other Bid submission requirements indicated in the Bid Form and the Appendices. Bids should be completed in accordance with these Instructions to Bidders and any directions in the Bid Form or the Appendices.
13. The Bid Form should be executed by an authorized representative of the Bidder.
14. Bids should be submitted in a sealed opaque envelope, clearly identified with the Bidder's name on the outside.

Bid Security

15. If applicable, Bids should be accompanied by any Bid security indicated in the Bid Form (including the Appendices) as a submission requirement.

Amendment/Withdrawal of Bid

16. Amendments to submitted Bids will be permitted if received in writing before the Bid submission deadline and executed in the same way as the original Bid.
17. Bidders may withdraw their Bids any time before the deadline for submitting Bids by giving written notice to Moose Jaw, signed by the Bidder. Bidders that withdraw their Bids may resubmit a Bid according to these Instructions to Bidders before the Bid submission deadline.

EVALUATION OF BIDS

18. In evaluating Bids, Moose Jaw expects to select the Qualified Bidder with the lowest Bid price.
19. Bids will be opened and evaluated in private. Bid results including Bidder's and Bid Price will be supplied to all Bidder's via email following the opening.
20. The Owner will complete its evaluation of Bids privately to determine whether Bids are compliant with these Instructions to Bidders, and to determine which Bidder is the lowest Qualified Bidder.
21. The Owner will determine who is a Qualified Bidder in its sole discretion, considering the following evaluation criteria:
 - (a) satisfaction of the specifications for the Goods identified in Schedule A;
 - (b) the Bidder's qualifications, experience, and capacity to supply the goods and perform its obligations under a Contract with Moose Jaw;
 - (c) the completeness of a Bidder's Bid submission; and
 - (d) such other criteria as Moose Jaw considers relevant.
22. Moose Jaw will assess whether each Bidder is a Qualified Bidder primarily based on the information contained in each Bidder's Bid. In addition, in assessing the Bidder's qualifications, the Moose Jaw may have regard to the following:
 - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Moose Jaw;
 - (b) interviews and/or reference checks that may be conducted at Moose Jaw's discretion;
 - (c) previous experience of Moose Jaw in working with the Bidder; and
 - (d) information received from any source that Moose Jaw considers reliable.
23. In determining the lowest Bid price from among the Qualified Bidders, Moose Jaw expects to take into consideration all pricing information submitted with the Bids received, including any alternate pricing or pricing for optional components of the Goods.

24. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder may not revise, amend or otherwise alter its Bid.
25. The Owner intends to evaluate Bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any Bid will not necessarily be accepted.
26. The Owner may, in its sole discretion, retain for consideration Bids that are nonconforming because they fail to comply with these Instructions to Bidders regarding content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a Bid and accept a Bid which contains any such defects, irregularities or informalities.
27. The Owner may, in its sole discretion, between the opening of Bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their Bid.

BID ACCEPTANCE

28. Bids must remain open for acceptance and be irrevocable for 60 calendar days after the Bid submission deadline.
29. Moose Jaw will notify the selected Bidder in writing that its Bid has been accepted. Moose Jaw will then prepare a formal agreement (in the form set out in Schedule C – Form of Agreement) (the "Contract") for execution based on the selected Bid and will deliver the Contract to the selected Bidder for execution. The selected Bidder will be obligated to execute the Contract within 3 working days after receipt of the Contract for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security (if applicable). Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that Moose Jaw may have against the Bidder.
30. Moose Jaw intends to notify all unsuccessful Bidders, by e-mail, promptly after execution of the Contract. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.
31. If Bidders are required to provide security deposits with their Bids, the security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract. If no Contract is awarded, all security deposits will be returned. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract.
32. The successful Bidder and associated winning Bid will be public information. In following the Canadian Free Trade Agreement, the following information will be disclosed publicly as per the Owner's *Purchasing Policy*:
 - (a) a description of the goods or services procured;
 - (b) the name and address of the procuring entity;

- (c) the name and address of the successful supplier;
- (d) the value of the successful Bid;
- (e) the date of award; and
- (f) if limited tendering was used, the conditions and circumstances described in Article 513 of the Canadian Free Trade Agreement that justified its use.

MISCELLANEOUS

33. If all qualified Bids (as determined by Moose Jaw in its sole discretion) exceed the amount that Moose Jaw has budgeted for this purchase or if Moose Jaw otherwise determines, at its sole discretion, that not entering a Contract with any of the Bidders would be in its best interests, Moose Jaw may:
- (a) reject all Bids;
 - (b) cancel this tender;
 - (c) issue a new tender or commence another procurement process, based on the same or differing goods or other requirements; and/or
 - (d) enter sole source negotiations with one or more qualified Bidders in order to obtain a lower price that is within Moose Jaw's budget.
34. The Bidder is expected to keep confidential all documents, data, information and other materials of Moose Jaw which are provided to or obtained or accessed by the Bidder in relation to this tender (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this tender or the selection of a Bidder, without the prior written approval of Moose Jaw.
35. Bidders are advised that as a city, Moose Jaw is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that Moose Jaw may be required to disclose the Bid Documents and a part or parts of any Bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
36. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their proposal in response to this tender. Bidders should identify any information in their proposals that they consider to be confidential or proprietary business information.
37. The Owner is not responsible for any costs incurred by the Bidders in preparing their Bid submission or otherwise in participating in this procurement.

38. The Bidder, by submitting a Bid, agrees that if Moose Jaw breaches any of the duties, responsibilities or obligations owed to the Bidder because of the Bidder's participation in this procurement process, Moose Jaw's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its Bid. The Bidder, by submitting the Bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the Bid is not selected by Moose Jaw.
39. This procurement is subject to Chapter 5 of the Canadian Free Trade Agreement and the New West Partnership Trade Agreement.

Schedule "A" – Specifications for Goods

Description of Goods

One (1) High Drive Tracked Bulldozer with Landfill Protection Package

		Meets Specs		IF NO – STATE DIFFERENCE
		Yes	No	
	Minimum Specifications			
1.0	Engine/Cooling			
A	6-cylinder diesel four stroke engine an shall beet Tier4 Final/Stage IV emission specifications for the U.S. (EPA) and Europe.			
B	High pressure common rail fuel system			
C	The engine shall be mounted as to be accessible for adjustment and normal servicing capabilities.			
D	The engine will be equipped with turbo charger, after cooler, fan, air cleaner with service indicator, water pump, electric fuel pump, fuel pump, exhaust system, oil pump, DPF (Diesel Particulate Filter) and oxidation catalyst.			
E	Engine equipped with hydraulically driven demand fan to adjust fan speeds, which improves fuel efficiency and noise/sound locks and aids in cleaning debris away.			
2.	Engine Specifications			
A	Net Power 215 HP.			
B	Water cooled turbo and thermal shield on after treatment.			
C	Air ducted alternator for extended life.			
D	Engine air turbine precleaner, increases engine air filter life.			
E	Front hinged radiator guard for easier access.			
F	Automatic ether starting aid.			

G	Engine air pre-cleaner with dust ejection and screen for high debris applications.			
H	DEF system fills indicator and heated DEF lines and tank.			
I	Fuel water separator.			
J	Block heater, 110 volts.			
K	The hydraulic engine fan pump makes hydraulic flow 11 gpm for proper operation of reversible fan.			
3.0	Transmission/Powertrain			
A	Fully automatic 4 speed continuous adjustments for maximum power and efficiency forward and reverse with lock up clutch, and torque divider. [OB]			
B	Double reduction final drive planetaries.			
C	Final drive waste handling guards, hardware, and seals for prevention of impact damage.			
D	Pivot shaft seal guards to prevent debris damage.			
E	Differential steering.			
F	Electronic Park brake.			
G	Full auto shift up and down for entire working range of unit.			
H	Transmission shall be a planetary, power shift.			
I	Single control unit for forward/reverse directional and speed changes, which controls transmission.			
J	Transmission will have auto shift and auto kick down control.			
K	Must have traction control, reduces track slop and wear.			
4.0	Steering and Implement Control			

A	Steering and transmission will be electronically integrated.			
B	Steering pump maximum hydraulic flow 52 GPM for proper operation.			
C	Steering and transmission will be			
D	Must have differential steering for control of direction and degree of turned gear selection on a single control handle.			
E	Touch shift buttons for speed/gear selection.			
F	Steer assist reduces operator fatigue by automatically maintaining straight travel with light and heavy loads.			
5.0	Hydraulics			
A	The hydraulic system shall be filtered after hydraulic transmission and pump to reduce hydraulic system contamination.			
B	Must have blade quick drop valve for push blade hydraulic circuit.			
C	Fully enclosed protected system for hydraulics and controls.			
D	Load sensing hydraulics and controls.			
E	Variable displacement piston pump for hydraulic flow for the demands of the machine.			
F	Hydraulic blade control system for smoother grading, dozer lift & tilt (load sensing).			
G	Electronic rocker switch to enable work tool hydraulic lock out.			
6.0	Undercarriage/Frame & body			
A	Must have 8 bottom track rollers per side.			
B	Have carrier rollers.			

C	There must be high drive configuration for easy maintenance and removal of landfill materials.			
D	Replaceable sprocket segments.			
E	Have track frame attached to main unit by serviceable pivot shaft and equalizer bar.			
F	An undercarriage shall have a minimum of 126" length of track on the ground for proper compaction of refuse.			
G	Final drives shall be fully enclosed double reduction planetary style.			
H	The final drive shall be isolated from the ground causing shock loads.			
I	Undercarriage will be of a heavy-duty nature designed for extreme landfill conditions.			
J	Track adjustment must be hydraulically capable.			
K	Proper heavy-duty guards for components.			
L	Undercarriage must be fully guided for proper operation and support.			
M	Track shoes will be extreme service 36" shoe with trapezoidal holes for material removal.			
N	Undercarriage will be protected by front and rear striker bars which will reduce material build up on the tracks.			
O	Ground clearance should be greater than 12" from ground to belly height of the machine.			
P	OEM transmission external cover for transmission protection from landfill waste			
7.0	Operator's Station			
A	The interior of the cab must be 78 DB or lower for operational noise.			

B	The machine will be equipped with electronic indicators and gauges to monitor operational systems and alert the operator when needed.			
C	9"-10" display with easy-to-use operator interface.			
D	The cab will be prewired and labeled for a 12 volt 2-way radio.			
E	Operator seat will have retractable seatbelt with adjustable comfort settings and operator friendly adjustable arm rests.			
F	The field of view shall be clear to view the blade and rear of the machine.			
G	Instrument panels will have easy to read gauges and warning systems/lights/sounds that notify operator for hydraulic and oil temperatures as well as engine coolant temperature, powertrain oil and RPM.			
H	Cab will have heat and air conditioning with easily accessible controls from the operator's seat.			
I	Cab should have a 10 amp/ 12-volt power converter for use of tablets, computers, and accessories.			
J	Dial/switch for high flow idle required.			
K	Operator station shall have a "decelerator" pedal for full control of the machine when at high idle.			
L	The machine will have an operator detection system to prevent accidental machine or implement movement when an operator is not in the seat.			
M	Cab side windows will be solid and have a powered cab pre-cleaner which will also increase cab pressurization and feed ambient air.			
8.0	Electrical			

A	Machine will have a minimum of 150-amp alternator at 24 volts for durability.			
B	Machine will have two (2) 1250 CCA heavy-duty batteries as a minimum.			
C	24-volt to 12-volt converter in cab for accessories.			
D	The starting system will be 24-volt electric type in nature.			
E	Electrical system will have a master disconnect accessible from ground level.			
F	All working and operations lighting will be LED in nature (minimum 4,500-6,000 lumens).			
G	Low profile beacon LED amber in color.			
H	Variable decibel back up alarm.			
I	Diagnostic cabling connector.			
J	Warning horn.			
K	Interior fuse panel for simple maintenance.			
L	Electric steering assist for slope work			
M	Prewired for 3D technology for landfill cells			
N	Electronic blade stabilizing system			
9.0	Dozer Blade			
A	Equipped with a straight, low ground pressure waste blade with trash rack.			
B	Blade will have variable pitch angle tilt, (VPAT) and angle operating functions.			
10.0	Serviceability/Literature			
A	Machine will have hinged belly guards for cleaning and mechanical servicing.			

B	Machine software (monitoring system) has the capability to accept flash drive software.			
C	Hinged radiator guards for protection of radiator and fan from material penetration.			
D	The machine will house sight glasses, easy access filters and fluid fill parts.			
E	Quick disconnect fittings will allow for fast diagnosis for the powertrain and hydraulic systems.			
F	Machines will provide three (3) points of contact on all serviceable areas.			
G	Provide two (2) of the following: <ul style="list-style-type: none"> a. Parts manuals b. Service manuals c. Operation manuals d. List of all fittings, fluid capacities, A/C and fan belt. e. Serial numbers of all major components, detailed color electrical diagrams for the machine f. USB sticks for the service and maintenance portion of the prior list. 			
H	Equipped with flow max of Wiggins environmental oil evac system			
11.0	Warranty			
A	Minimum 3-year 5000-hour warranty, service calls are covered by the vendor up to 125 KM from our facility.			
B	State other warranty options or extended coverages.			

Delivery and Payment Terms

Delivery shall be in the year of tender issued. If the delivery date cannot be met, written notification of the delayed delivery date, shall be sent to planneville@moosejaw.ca Shipping and delivery costs will be incurred by the vendor. Delivery address will be (1802 Caribou St. East) The City of Moose Jaw Landfill facility in the Province of Saskatchewan. Payment will be an issued purchase order, once visual/ operational inspections are completed, and an invoice has been provided.

Warranty Service

Warranty will consist of a minimum of three (3) year, 5000 operational hours. Service calls for that duration will be covered by the vendor up to 125 KM radius from our facility.

Also, vendors will state optional warranty and extended coverages, including any certified end of life rebuild programs with present costing for reference.

Related Deliverables

With the purchase of the asset, the vendor will provide two (2) of the following:

A) parts manuals

B) service manuals

C) operational manuals

D) list of all related filters, fluid capacities, and common parts, such as serpentine belt

E) list of all major component serial numbers for quicker reference when needed for repairs, as well as detailed electrical/ hydraulic diagrams for the machine

F) USB sticks with information for servicing and repairs

Schedule "B" – Bid Form

Tender: **ONE (1) High Drive Tracked Bulldozer with Landfill Protection Package**
City of Moose Jaw, Saskatchewan

Submitted To: City of Moose Jaw ("Moose Jaw")
228 Main Street N,
Moose Jaw, SK S6H 3J8
Attention: Perry Lanneville, Fleet Services Supervisor

Bid Price

We, _____
(Company Name)

of _____
(Business Address)

having examined the Bid Documents, Addenda No. _____ to No. _____ inclusive, all as issued by Moose Jaw, hereby offer to enter into a contract to supply the goods specified in the Appendices to the Bid Form for the price(s) specified in such Appendices.

Appendices to Bid:

The following listed forms are attached to and form an integral part of this Bid:

- (i) Appendix A – Goods/Pricing
- (ii) Appendix B – Conflict of Interest Disclosure
- (iii) Appendix C – Additional Submission Requirements

Enclosed with this Bid are all the additional submission requirements specified in Appendix C.

Declarations:

We hereby declare that:

- (i) no person, firm, or corporation other than the undersigned has any interest in this Bid or in the proposed Contract for which this Bid is made;
- (ii) this Bid has been prepared without any collusion, comparison or arrangement with any other party that is submitting a Bid for this project; and
- (iii) This Bid is open to acceptance for sixty (60) days following the Submission Deadline specified in the Instructions to Bidders.

We agree that, if Moose Jaw breaches any of the duties, responsibilities or obligations owed to us as a result of our participation in this procurement process, Moose Jaw's maximum aggregate liability to us will be the reasonable costs actually incurred by us in preparing our Bid. We hereby waive any other claim, including any claim for any loss of profits, if our Bid is not selected by Moose Jaw.

We understand that Moose Jaw may not necessarily accept the lowest or any bid submitted.

Signatures:

Signed and submitted for and on behalf of:

Company:

(Name)

(Street Address or Postal Box Number)

(City, Province and Postal Code)

Signature: _____

Name & Title: _____
(Please Print or Type)

Dated at _____ This _____ day of _____, 2024

Appendix A - Goods/Pricing

We offer to enter into a contract to supply the following goods to Moose Jaw for the price(s) stated below:

Item No.	Quantity	Goods	Price per Unit	Price (CDN \$)
1.	One (1)	High Drive Tracked Bulldozer with Landfill Protection Package	\$	\$
		GST		\$
		PST		\$
		TOTAL BID PRICE		\$

Delivery Time

We agree to make complete delivery of the Goods at the location specified in the Bid Documents on or before the final completion of the asset and PDI'd by the vendor.

Appendix B

Conflict of Interest Disclosure

Select the appropriate statement that applies:

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management.

OR

- We represent and warrant that we are not aware of any actual or potential conflicts of interest between the Bidder and its management, and the City of Moose Jaw, its members of Council and management except as set out below:

Summary of the nature of any actual or potential conflict of interest:

Appendix C

Additional Submission Requirements

The following is a list of the Additional Submission Requirements to be included with each Bid:

No additional submissions are required at this time.

CITY OF MOOSE JAW

[SUPPLIER]

By: _____

Name:

Title: MAYOR

By: _____

Name:

Title:

By: _____

Name:

Title: CITY CLERK

(SEAL)

(SEAL)

SCHEDULE A – SCOPE OF SUPPLY

The scope for this tender is the supply of previously mentioned items. These items are the deliverables as mentioned, and as well and the desired asset, high drive landfill bull dozer for the City of Moose Jaw.

SCHEDULE B – COMMERCIAL TERMS

1. Contract Price

1.1 The Contract Price to be paid by Moose Jaw for the supply of the Goods and performance of the Services (plus applicable taxes) is:

	Goods and Services	Price (CDN \$)
1.	<Description>	\$<amount>
2.	<Description>	\$<amount>
3.	<Description>	\$<amount>
	CONTRACT PRICE	\$<amount>
	GST	\$<amount>
	PST	\$<amount>
	TOTAL	\$<amount>

1.2 The Supplier shall be the importer of record for any Goods imported into Canada. The Supplier shall provide all properly completed customs invoices, declarations, and evidence of export or import.

2. Delivery Location

2.1 The Contract Price is based on the Supplier shipping all Goods Delivered Duty Paid (Incoterms, 2010) to <Description of Delivery Location> (the "**Delivery Location**").

3. Delivery Schedule

3.1 The Supplier shall complete delivery of the Goods:

on or before _____.

-OR-

in accordance with the Milestone Schedule at Appendix 1 to this Schedule B – Commercial Terms,

3.2 Partial shipments permitted: Yes or No

4. Invoicing

4.1 The Supplier may invoice Moose Jaw:

upon complete delivery of the Goods and completion of the Services,

-OR-

in installments upon achieving the milestones, as indicated in the table attached at Appendix 1 to this Schedule B – Commercial Terms,

subject to and in accordance with this Contract.

4.2 Invoices may be submitted electronically to <insert address>. Invoices shall be accompanied by such documentation and information as Moose Jaw may reasonably require.

APPENDIX 1 – MILESTONES

Milestone	Delivery/Completion Date	Payment Amount
1. <Milestone>	<date>	\$<amount> (<number>%)
2. <Milestone>	<date>	\$<amount> (<number>%)
3. <Milestone>	<date>	\$<amount> (<number>%)
4. <Milestone>	<date>	\$<amount> (<number>%)
TOTAL		\$<amount> (100%)

SCHEDULE C – GENERAL CONDITIONS

Interpretation

Definitions

In this Contract:

"**Alternative Terms**" means any terms or conditions contained in any document which has been or may in the future be supplied to Moose Jaw by the Supplier which are in addition to, different from, inconsistent with, or attempt to vary this Contract, whether such terms or conditions are set forth in the Supplier's bid, proposal, order acknowledgement, invoice or otherwise disclosed to Moose Jaw;

"**Claim**" means any claim, demand, action, cause of action, suit or proceeding;

"**Confidential Information**" means: (i) the terms and conditions of this Contract; (ii) all knowledge and information concerning the technical, commercial and business operations of Moose Jaw; (iii) any third party proprietary information in the custody and control of Moose Jaw; or (iv) any personal information as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan); which may be acquired by the Supplier in the course of negotiation or performance of this Contract;

"**Contract**" or "**Contract Documents**" means the Signed Agreement together with: (a) all of the schedules attached to the Signed Agreement and all documents incorporated by reference into those schedules; and (b) all other amendments to this Contract from time to time, duly executed by the parties;

"**Contract Price**" means the aggregate or total contract price specified in Schedule B – Commercial Terms for the delivery of the Goods and performance of any Services, excluding applicable GST and PST which is required to be levied on such contract price;

"**Delivery Location**" means the location specified in Schedule B – Commercial Terms where the Goods are to be delivered or the Services are to be performed;

"**Effective Date**" means the date first written on the Signed Agreement;

"**General Conditions**" means this Schedule of General Conditions attached to the Signed Agreement;

"**Goods**" means the supply of the materials or equipment set out in Schedule A – Scope of Supply;

"**GST**" means the goods and services tax as provided for in the *Excise Tax Act* (Canada), or any successor or replacement Laws;

"**Laws**" means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Goods and any Services or the performance of the Supplier's obligations under this Contract and any order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;

"**Moose Jaw**" has the meaning set out on the Signed Agreement;

"**Moose Jaw Personnel**" means the City of Moose Jaw and its Councillors, agents, officers, directors and employees, or any of them;

"**PST**" means provincial sales tax as provided for in *The Provincial Sales Tax Act* (Saskatchewan), or any successor or replacement Laws;

"**Services**" means the performance of all services set out in Schedule A – Scope of Supply, including, without limitation, the re-performance of any deficient or defective Services;

"**Signed Agreement**" means the Supply Agreement signed by the parties to which the Contract schedules are attached (if applicable); and

"**Supplier**" has the meaning set out on the Signed Agreement.

Rule of Interpretation

If there is a conflict or discrepancy between, among or within any provisions of this Contract imposing obligations on the Contractor, the more stringent requirement, specification, standard, criteria, warranty or obligation governs.

Law of the Contract

The Laws of the Province of Saskatchewan (excluding the United Nations' Convention on Contracts for the International Sale of Goods) and the Laws of Canada applicable in the Province of Saskatchewan govern the interpretation, validity and enforceability of this Contract. The Supplier agrees to submit to the jurisdiction of the courts of the Province of Saskatchewan.

Entire Agreement

This Contract constitutes the entire and only agreement between the parties and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract.

Moose Jaw rejects all Alternative Terms. Moose Jaw's acceptance of the Goods or any Services is not an implied acceptance of any Alternative Terms.

Goods and Services

Quality Requirements

The Supplier acknowledges and agrees that:

all Goods and any Services must conform to and meet all applicable specifications, drawings and descriptions set out in Schedule A – Scope of Supply and all other requirements of this Contract;

unless otherwise stated in this Contract, all Goods must be of good quality, new and undamaged;

the Goods must be free from defects in design, materials and workmanship at the time the Goods are received at the Delivery Location;

the Goods must be fit and suited for Moose Jaw's purpose and use specified in this Contract; and
any Services must be performed in accordance with prudent industry standards for services of a similar nature, having regard to the requirements of this Contract.

Services Provided by the Supplier

When any aspect of this Contract involves attendance at or the performance of any Services at a site owned or occupied by Moose Jaw, the following provisions apply:

the Supplier shall, and shall cause all persons involved in any Services at the Delivery Location to, comply with Moose Jaw's safety policies and all other site rules and regulations;

the Supplier shall have complete control and responsibility for the safety and health of all persons involved in performing any Services, and shall take all necessary precautions to guard against any person being injured or damage to property during the performance of any Services;

the Supplier shall notify Moose Jaw in advance of any hazardous materials that it intends to bring onto such site, and provide Moose Jaw with the appropriate Material Safety Data Sheets for such materials;

the Supplier shall maintain commercial general liability insurance and automobile liability insurance, each with a limit of not less than \$5,000,000 per occurrence. The terms of such insurance must be satisfactory to Moose Jaw, acting reasonably and the Supplier shall provide Moose Jaw with satisfactory proof of such insurance coverage upon request; and

the Supplier shall ensure that workers' compensation covers all workers engaged in performing any Services in accordance with the *Workers' Compensation Act, 2013* (Saskatchewan).

Compliance with Laws

The Supplier shall:

ensure that the Goods comply with applicable Laws;

comply with all applicable Laws in performing its obligations under this Contract; and

provide Moose Jaw with evidence of compliance with Laws when Moose Jaw reasonably requests.

Delivery and Completion

Unless stated otherwise in this Contract, goods must be delivered Delivery Duty Paid (Incoterms 2010) to the Delivery Location. The Supplier shall complete the delivery of the Goods and performance of any Services in accordance with the times or milestones specified in this Contract.

The Supplier will package and protect the Goods to the extent necessary in order to allow for the safe loading, transport and unloading of the Goods at the Delivery Location, including complying with any packaging and shipping specifications included in this Contract.

Partial shipments are not permitted unless otherwise agreed to in writing by Moose Jaw.

Inspection and Rejection

Despite the passage of title to the Goods to Moose Jaw, all Goods are subject to Moose Jaw's inspection and acceptance or rejection after delivery. If rejected, Moose Jaw will hold the Goods for disposal at the Supplier's risk and expense. No payment for, inspection of, or acceptance of any

part or all of the Goods will relieve the Supplier from its responsibility to provide Goods conforming to this Contract.

Title and Risk of Loss

Despite any shipping arrangement specified in this Contract, the Supplier shall have the risk of loss for all Goods shipped under this Contract until receipt by Moose Jaw of such Goods at the Delivery Location, at which time title to and risk of loss with respect to such Goods will pass to Moose Jaw, free and clear of all liens, charges or encumbrances whatsoever.

Liens

If Moose Jaw receives written notice of any claim of lien from or if any claim of lien should be recorded by any subcontractor, laborer or supplier, the Supplier shall promptly cause such written notice of claim or claim of lien to be discharged and removed or make such other financial arrangements so as to fully protect the interest of Moose Jaw as Moose Jaw may approve.

Moose Jaw shall, after giving at least five business days' advance notice to the Supplier of its intention to do so, be entitled to employ any monies then due or to become due to the Supplier under this Contract in order to discharge every such lien by bond or posting of other security (including security for costs), or by paying the amount claimed into court or directly to the lien claimant.

The Supplier shall indemnify Moose Jaw from any losses or expenses suffered or incurred by Moose Jaw (including disbursements and legal fees on a solicitor and his own client full indemnity basis) in connection with any liens claimed or recorded by any subcontractor, labourer or supplier in relation to the Goods and any Services.

Warranty Repair

If any defect or deficiency in, or failure of, the Goods occurs within 12 months from Moose Jaw's receipt of the Goods or completion of any Services, however caused or arising (excluding normal wear and tear), the Supplier shall repair or replace the defective or deficient Goods, including, without limitation, remove, replace and re-install such defective or deficient Goods, and/or take such other corrective action as may be required.

All repairs or replacements of defective Goods by the Supplier will be warranted by the Supplier for a further period equivalent to the warranty period for Goods set forth in Section 2.8(a).

If the Supplier fails to repair, replace or make good any such defect, Moose Jaw may, upon notice to the Supplier, take such action on its own and charge the cost thereof to the Supplier and the Supplier will promptly pay Moose Jaw for the costs so incurred.

Notwithstanding any other provision of this Contract, if Schedule A – Scope of Supply or any other warranty documentation provided by the Contractor) prescribes a warranty period for certain Goods which is longer than the warranty periods identified in this Section 2.8, the Supplier's obligation to correct any defect or deficiency in, or failure of those aspects of the Goods will extend for such additional period of time.

Excusable Delays

The Supplier shall not be liable for delays in the delivery of the Goods or performance of any Services due to unforeseeable causes not within the Supplier's reasonable control; provided that, the Supplier immediately notifies Moose Jaw in writing of any such delay. The Supplier shall take all reasonable steps to mitigate the effects of such delay and provide Moose Jaw with prompt notice upon cessation of such delay. If such delay is or is expected to be more than 15 days, Moose Jaw may cancel all or any portion of the Goods or any Services by giving written notice to the Supplier.

Upon such cancellation, Moose Jaw shall pay the Supplier for the completed Goods delivered to the Delivery Location. Moose Jaw shall have no further liability to the Supplier in relation to such cancellation.

Payment

Payment of Invoices

Each Supplier invoice must:

be only for the value of the Goods supplied and any Services performed as of the invoice date;
separately identify all GST and PST which applies to the invoiced amount; and
list the Goods and any Services to which it relates.

Payment of all undisputed amounts of each invoice is due within 28 days after receipt of such invoice by Moose Jaw, provided the Supplier is otherwise in compliance with this Contract.

If the amount of any invoice is disputed by Moose Jaw, Moose Jaw shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.

Full Compensation

Except as otherwise expressly stated in this Contract, the Supplier accepts the Contract Price as full compensation for everything furnished and done by the Supplier under this Contract and fulfillment of all the Supplier's obligations under this Contract.

Price Inclusive

Except for any applicable GST and PST which is required to be levied on the Contract Price, the Contract Price includes all taxes, duties, premiums, levies, contributions, assessments, freight charges, licensing fees, packing charges, insurance charges and any other charges whatsoever in connection with the Goods and any Services.

Taxes

The Supplier shall: (a) comply with the *Excise Tax Act* (Canada) and the *Provincial Sales Tax Act* (Saskatchewan) regarding the collection and remittance of all applicable GST and PST; and (b) promptly pay or remit to the appropriate governmental authority when due all applicable GST and PST. The Supplier shall indemnify and save harmless Moose Jaw from and against liability for all sales taxes, excise taxes, workers' compensation assessments or other charges (including late interest and penalties) in relation to the performance of the Work that are payable by the Supplier to any governmental authority.

Set-off

Despite any other provision of this Contract, Moose Jaw may withhold, set-off or deduct from any amount otherwise due to the Supplier on any application for payment or make demand under any security available, any amount that is reasonably necessary to reimburse, indemnify or protect Moose Jaw from any loss or damage resulting from or attributable to the Supplier's breach of this Contract, or to reimburse Moose Jaw for any amounts otherwise due and payable by the Supplier to Moose Jaw under or arising from this Contract.

Termination

Moose Jaw's Right to Terminate

Moose Jaw may terminate this Contract by providing written notice to the Supplier, if the Supplier: fails to comply with any of the terms or conditions of this Contract, or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, manager, trustee or liquidator, or has commenced dissolution, liquidation or winding up proceedings.

Termination

Upon termination by Moose Jaw under Section 4.1 of these General Conditions, the Supplier shall, at the option of Moose Jaw, immediately deliver to Moose Jaw all components of the Goods as they exist on the date of termination. Despite any other provision in this Contract respecting passage of title, all right, title and interest of the Supplier in the Goods, as the Goods exist on the effective date of termination, immediately pass to and vest in Moose Jaw.

Cancellation by Moose Jaw

Moose Jaw may cancel this Contract, without cause, by providing written notice to the Supplier. Upon such cancellation, Moose Jaw shall pay the Supplier for the completed Goods delivered to the Delivery Location and for the completed Services performed at the Delivery Location, together with all actual direct expenses, charges and liabilities reasonably incurred by the Supplier as a result of such cancellation. Moose Jaw shall have no further liability to the Supplier in relation to such cancellation.

indemnity

Supplier Indemnification

The Supplier shall indemnify and hold harmless the Moose Jaw Personnel from and against all liability, damage, losses, expenses or costs (including, without limitation, legal fees and disbursements on a solicitor-client basis), suffered or incurred as a result of Claims that are made, brought or prosecuted in any manner whatsoever against the Moose Jaw Personnel by a third party, to the extent any such Claim is based upon, arises out of, results from or is attributable to: (i) the negligent acts or omissions, gross negligence or willful, wanton or intentional misconduct of the Supplier, any subcontractor or anyone for whose acts or omissions any of them may be liable in the supply of the Goods and performance of any Services; or (ii) a breach of this Contract by the Supplier.

Intellectual Property and confidentiality

Intellectual Property

The Supplier warrants that the Goods and any Services and Moose Jaw's use and operation of the Goods, will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.

The Supplier grants to Moose Jaw a fully paid, non-exclusive, transferable, worldwide royalty free, irrevocable license to use any drawing or other information provided by the Supplier pursuant to this

Contract (including any intellectual property rights embodied in such drawing or other information) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Goods.

Confidentiality

Without the prior written consent of Moose Jaw, the Supplier shall: (a) keep all Confidential Information strictly confidential; (b) not divulge to any third party any Confidential Information; (c) not make any commercial use whatsoever of any Confidential Information; and (d) only use Confidential Information solely for the Supplier's performance of this Contract.

General

Rights and Remedies

Unless otherwise expressly provided in this Contract, each party's rights and remedies specified in this Contract are cumulative and are not exclusive of any other rights or remedies that a party may have, whether under this Contract, at law, in equity or otherwise.

Waiver

No waiver by Moose Jaw of any provision of this Contract, nor consent by Moose Jaw to any departure therefrom, shall in any event be effective unless it is signed by an officer of Moose Jaw, and then shall be effective only in the specific instance and for the purpose for which such waiver was given.

Modification

No revision, modification or waiver of this Contract is binding on Moose Jaw unless expressly agreed to in writing signed by an authorized representative of Moose Jaw.

No Assignment

This Contract may not be transferred or assigned in whole or in part by the Supplier without the prior written consent of Moose Jaw. Such consent will not relieve the Supplier of its obligations and liabilities under this Contract.

Survival of Covenants, Representations and Warranties

All provisions of this Contract which expressly or by their nature survive the termination of this Contract, acceptance of the Goods by Moose Jaw, or the completion of the Services will continue in full force and effect after any termination of this Contract, acceptance of the Goods by Moose Jaw, or completion of the Services.

Enurement

This Contract enures to the benefit of and is binding upon the parties and their respective successors and assigns (in the case of the Supplier, permitted assigns).