



REQUEST FOR PROPOSALS No. 24-017

Wellington Pump Station Upgrade – Generator Procurement

ISSUED: February 13th, 2024

CLOSING DATE AND TIME:

Submissions must be received on or before:

3:00 PM (15:00 hrs) Local Time on March 14th, 2024

Submissions and Questions are to be directed to:

Chris Mathie, Project Engineer, CMathie@rdn.bc.ca

Questions are requested at least five (5) business days before the closing date.

Proponent's Information Meeting:

No Proponent's meeting will be held.

Proposals will not be opened in public.



1. Instructions to Proponents

1.1. Closing Date/Time/Submission Method

Submissions must be received on or before 3:00 PM (15:00 hrs), Local Time, on March 14th, 2024.

Submission By Email: In PDF format with “24-017 Wellington Pump Station Upgrade – Generator Procurement” as the subject line at this electronic address:

CMATHIE@RDN.CA

Please note: Maximum email file size limit is 20MB, or less. The RDN will not be liable for any technological delays of submissions. Submissions received in any other manner will not be accepted.

1.2. Amendment to Proposals

Proposals may be amended in writing and sent via email to the RDN contact person identified on the cover page on or before the closing. Such amendments should be signed by the authorized signatory of the Proponent.

1.3. Addenda and Questions & Answers

If the RDN determines that an amendment or questions & answers are required for this RFP, the RDN will post the Addendum on the RDN (www.rdn.bc.ca/current-bid-opportunities) and BC Bid (www.bcbid.gov.bc.ca/) websites. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure all amendments are included prior to submitting their final Proposal submission.

Questions received less than 5 days prior to the submission date will not be considered or answered.

1.4. Withdrawal of Proposals

The Proponent may withdraw their Proposal at any time by submitting a written withdrawal email to the RDN contact person identified on the cover page on or before the closing.

1.5. 1.5 Unsuccessful Vendors

The Regional District will offer debriefings to unsuccessful Proponents, on request, at a mutually agreeable time.

2. INTRODUCTION

The purpose of this Request for Proposal is to solicit submissions from qualified firms to provide a generator package that meets the specifications outlined in Appendix A.

3. BACKGROUND

The Wellington Pump Station (WPS), operated by the Regional District of Nanaimo (RDN), is located within the City of Nanaimo on Vancouver Island. The WPS features a cylindrical concrete structure and currently houses three submersible sewage pumps, operating in a two duty, one standby configuration. Although the wet well currently houses three pumps, the station was sized to allow for the addition of two future pumps in an ultimate five pump build-out scenario. Due to the station's construction in 1980, an upgrade is now required to accommodate the existing and future demand flows.

The proposed interim design for Wellington pump station includes using two of the existing 105hp pumps, and two proposed 130hp pumps. In this configuration, three of the four pumps will be permitted to run at the same time. For the ultimate build-out of the station there will be as many as five 130hp pumps, with up to four in use at one time.

The goal is to acquire one generator package to serve as the back-up power for both the proposed interim design and future design/ ultimate build-out scenario of the station.

4. SCOPE OF SERVICES

The scope shall include, but not necessarily be limited to the supply, delivery, and installation of one (1) diesel generator set for supplying electrical power during interruptions in the normal Utility supply. The set shall be provided complete with all control panels, battery charger, block heater and associated appurtenances and accessories as outlined in Appendix A.

5. DELIVERABLES AND OUTCOMES

The desired outcome is to receive one (1) 600 V generator package that is reliable, low maintenance, and meets the general and technical requirements outlined in Appendix A.

Approved genset Suppliers are noted in Appendix A. The RDN will review and either accept or reject alternate suppliers if requested through the Questions & Answers process outlined in Section 1.3.

The following deliverables include, but not limited to:

- 1) A diesel generator set that satisfies the design parameters detailed in Appendix A and is capable of starting four (4) 130 HP, 600 V, 3 phase induction motors, each operated by a variable frequency drive, including harmonic filtering.



- a) Additional loads include a building lights and electric heating (<20 kW) and a single 10 HP induction motor, also operated by a variable frequency drive.
- b) The generator shall include a level-2 sound attenuated enclosure complete with a sub-base fuel tank capable of operating the engine for up to 24 hours.
- 2) Calculations showing that the equipment offered meets all requirements.
- 3) Supply of factory test sheets for approval a minimum 5 days before testing.
- 4) Data Sheets that contain following information (as a minimum):
 - a) Engine and Engine Electrical Specifications;
 - b) Alternator/Generator Specifications;
 - c) Information on all options as selected and accessories;
 - d) Controller Specifications;
 - e) Fuel System Specifications;
 - f) Lubricating System Specifications;
 - g) Exhaust System Specifications;
 - h) Standard Features;
 - i) Warranty Information;
 - j) Weights and Dimensions; and
 - k) Excitation System Specifications.
- 5) One (1) hardcopy and one (1) PDF file of the operation and maintenance manuals. Hardcopy manual shall be bound in a three-ring hard cover binder labelled with the Generator Set manufacturer's name, set description, and reference project name and number or serial number. Manuals shall contain a minimum of the following items individually sectioned and referenced with an index:
 - a) Title page showing pertinent details of the subject generator set;
 - b) Table of contents;
 - c) Factory test report;
 - d) Engine record card (showing serial number and pertinent build configuration);
 - e) Engine operator's manual;
 - f) Voltage regulation equipment operations manual (if not included with generator);
 - g) Engine accessory equipment descriptive brochures;
 - h) Complete set of data sheets;
 - i) Exhaust emission and compliance statement certifying compliance with applicable regulations;



- j) Miscellaneous accessory equipment descriptive brochures;
 - k) Control panel equipment brochures;
 - l) Mechanical drawings and complete bills of material for all components supplied; and
 - m) Electrical drawings and schematics, and complete bills of materials for all components supplied.
- 6) Digital PDF copies of the electrical schematics and general arrangement drawings of the generator set shall be supplied to the Engineer for approval prior to assembly and testing of the generator set.
- 7) Two (2) of each of the following as spare parts for the generator:
- a) Fuel filter;
 - b) Oil filter;
 - c) Air filter; and
 - d) Fuses (if any) for the Genset Controller.
- 8) Delivery of the diesel generator set to the Wellington pump station located at 5420 Entwhistle Dr, Nanaimo, BC V9V 1H2.

6. REFERENCE/BACKGROUND INFORMATION

See attached for the generator specifications outlined in Appendix A.

7. PROPOSAL SUBMISSION AND EVALUATION

Proposals will be evaluated based 65% on technical aspects and 35% on financial aspects. “Technical” aspects of proposals are considered to be any aspects that relate to fully meeting all stated requirements of the Work. “Financial” aspects of proposals are considered to be any aspects that relate to the expected completed costs, or timing of those costs, for the Work.

Proposals submitted should be in enough detail to allow the RDN to determine the Proponent’s qualifications and capabilities from the documents received. The selection committee, formed at the RDN’s sole discretion, will score the Proposals in accordance with the criteria provided.

Criteria	Points
Technical	
Technical Specifications – Proposal demonstrates adequate understanding of specifications to the project documentation in Appendix A and are as good or better.	40
References – Proposed equipment has an extensive installed base. At least 3 client references are provided and can be contacted.	5
Quality – Proposal demonstrates an understanding of the critical project	5

quality requirements and outlines measures the Contractor will take to ensure they are met.	
Schedule – Proposal demonstrates a thorough understanding of the preparation and onsite workflow required for accomplishment of the key work tasks, as well as clearly indicates completion within the RDN’s stated work window. Please advise anticipated lead time to the specified delivery location.	5
Service/Warranty – Please advise the location of your nearest authorized service centre and standard service response times to minimize disruption to the operation of RDN infrastructure. Advise availability of replacement parts. Provide details of available factory warranty and any extended warranty programs.	10
Financial	
Firm Price Quote – Total, including all potential add-on scope and spare parts. Lowest aggregate lump sum price submitted is awarded 35 points. Other proposals will receive reduced scores in this category based on the proportion higher than the lowest price. i.e. score = lowest price/other price x 35	35
Grand Total Points	100

The RDN may evaluate proposals on a comparative basis by comparing one proponent’s proposal to another proponent’s proposal. The RDN reserves the right to not complete a detailed evaluation if the RDN concludes the proposal is materially incomplete or, irregular or contain any financial or commercial terms that are unacceptable to the RDN.

The selection committee may proceed with an award recommendation or the RDN may proceed to negotiate with the highest evaluated proponent with the intent of developing an agreement. If the parties after having bargained in good faith are unable to conclude a formal agreement, the RDN and the Proponent will be released without penalty or further obligations other than any surviving obligations regarding confidentiality and the RDN may, at its discretion, contact the Proponent of the next best rated Proposal and attempt to conclude a formal agreement with it, and so on until a contract is concluded or the proposal process is cancelled.

The RDN reserves the right to award the assignment in whole or in part or to add or delete any portion of the work. Throughout the evaluation process, the evaluation committee may seek additional clarification on any aspect of the Proposal to verify or clarify the information provided and conduct any background investigation and/or seek any additional information it considers necessary.

8. PROPOSED PURCHASE CONTRACT

The RDN’s preferred form of Contract is attached herein. Proponents should carefully review this form of Contract. Should any vendors request that RDN consider revisions to the form of Contract, Proponents should include any clauses of concern in their proposal submission and suggest replacement language.



9. GENERAL CONDITIONS

9.1. No Contract

By submitting a Request for Proposal and participating in the process as outlined in this RFP, proponents expressly agree that no contract of any kind is formed until a fully executed contract is in place.

9.2. Privilege Clause

The lowest or any proposal may not necessarily be accepted.

9.3. Acceptance and Rejection of Submissions

This RFP does not commit the RDN, in any way to select a preferred Proponent, or to proceed to negotiate a contract, or to award any contract. The RDN reserves the right in its sole discretion cancel this RFP, up until award, for any reason whatsoever.

The RDN may accept or waive a minor and inconsequential irregularity, or where applicable to do so, the RDN may, as a condition of acceptance of the Submission, request a Proponent to correct a minor or inconsequential irregularity with no change in the Submission.

9.4. Conflict of Interest

Proponents shall disclose in their Proposals any actual or potential Conflict of Interest and existing business relationships it may have with the RDN, its elected officials, appointed officials or employees.

9.5. Solicitation of Board Members and RDN Staff

Proponents and their agents will not contact any member of the RDN Board or RDN Staff with respect to this RFP, other than the RDN Contact named in this document.

9.6. Litigation Clause

The RDN may, in its absolute discretion, reject a Proposal submitted by Proponent, if the Proponent, or any officer or director of the Proponent is or has been engaged either directly or indirectly through another corporation in legal action against the RDN, its elected or appointed officers and employees in relation to:

- a) any other contract for works or services; or
- b) any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act, Community Charter or another enactment within five years of the date of this Call for Proposals.

In determining whether to reject a Proposal under this clause, the RDN will consider whether the litigation is likely to affect the Proponent's ability to work with the RDN, its consultants and



representatives and whether the RDN's experience with the Proponent indicates that the RDN is likely to incur increased staff and legal costs in the administration of this Contract if it is awarded to the Proponent.

9.7. Exclusion of Liability

Proponents are solely responsible for their own expenses in preparing and submitting a Proposal and for any meetings, negotiations, or discussions with the RDN. The RDN will not be liable to any Proponent for any claims, whether for costs, expense, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a Contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

9.8. Ownership of Proposals

All Proposals, including attachments and any documentation, submitted to and accepted by the RDN in response to this RFP become the property of the RDN.

9.9. Freedom of Information

All submissions will be held in confidence by the RDN. The RDN is bound by the Freedom of Information and Protection of Privacy Act (British Columbia) and all documents submitted to the RDN will be subject to provisions of this legislation. The successful vendor and value of the award is routinely released.

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Part 1 General

1.1 Summary

- .1 This section covers the supply, delivery, and installation of one (1) diesel generator set for supplying electrical power during interruptions in the normal Utility supply. The set shall be provided complete with all control panels, battery charger, block heater and associated appurtenances.
- .2 The electrical trade shall start and test the generator set under the direction of the supplier's representative.

1.2 Installation Location

- .1 The generator set shall be installed outdoors at the Wellington Pump Station which is located within the Regional District of Nanaimo. It will be installed within 50 m of the shoreline and could be exposed to sea spray, and driven rain/snow.

1.3 Generator Set Ratings

- .1 The diesel generator set minimum continuous standby rating shall be approximately 600 kW, 750 kVA at 0.8 power factor or as dictated by the Motor Starting Requirements below.
- .2 Ratings of unit supplied shall be supported by engine manufacturer's published power curves and output shall be net electrical kW after deductions for engine driven radiator fan and accessories.
- .3 Ratings shall be for the above-mentioned installation location.

1.4 Generator Design Parameters

- .1 Voltage: 3Ø, 4 wire, 600 Volts.
- .2 Frequency: 60 Hz
- .3 Altitude: <100 m metres above sea level

1.5 Design Verification

- .1 The generator set manufacturer shall provide calculations showing that the equipment offered meets all requirements.

1.6 Motor Starting Requirements

- .1 The generator shall be capable of sequentially starting four 130HP induction motors, each operated by a variable frequency drive, including harmonic filtering.
- .2 Additional loads include a single 10hp induction motor, also operated by a variable frequency drive.
- .3 The engine shall have sufficient torque and the set sufficient inertia to start the motor(s) as described above. Minimum generator frequency during motor starting shall be 56 Hz.

Part 2 Products

2.1 Reference Standards

- .1 All standards referenced in this section shall be the most recent edition.

2.2 Engine

- .1 The Engine shall conform to the following minimum requirements:

- a. Heavy duty 4 cycle industrial diesel.
- b. Standby power rating consistent with the minimum ratings of this specification.
- c. Turbocharged or naturally aspirated.
- d. Rated speed of 1,800 RPM.

2.3 Lubricating Oil System

- .1 Lubricating oil system shall include an oil/water heat exchanger to maintain recommended oil temperatures.
- .2 Full flow/pressure replaceable element oil filters shall be fitted according to engine manufacturer's standard practice.
- .3 Operating personnel shall be able to check the level of the lubricating oil without stopping the engine. Level indicator shall be separate from oil level switch.
- .4 Provide crankcase breather system, complete with piping and condensate trap. Breather shall be installed according to manufacturer's standard practice.

2.4 Engine Cooling

- .1 The engine shall be fluid cooled with unit mounted radiator and fan.
- .2 Engine cooling fluid shall be circulated by an engine driven centrifugal pump.
- .3 Cooling system shall be sized to operate in ambient temperature of 35 °C to +40 °C.
- .4 Following factory test and prior to shipment, the cooling system shall be filled with premixed anti-freeze and water to protect to -35 °C and the radiator shall be prominently tagged to indicate same.

2.5 Alarm and Shutdowns

- .1 The protective devices shall be designed to give an alarm and shut down the generator set when this must be done to prevent damage.
- .2 Provide the following minimum protection:
 - a. Low oil pressure – shutdown and alarm;
 - b. High coolant temperature – shutdown and alarm;
 - c. Over crank – shutdown and alarm;
 - d. Overspeed – shutdown and alarm;
 - e. Low battery voltage, complete with time delay – alarm only; and
 - f. Low fuel level – alarm only.
- .3 The manufacturer recommended settings for all alarms and shutdowns shall be clearly shown on the schematic drawings and shall be factory set where practical.

2.6 Governor

- .1 Speed governor shall be mechanical, electronic, or hydraulic type, adjustable from 0 to 7% droop.

2.7 Air Cleaner

- .1 A large generous-dimensioned air cleaner for normal duty operation shall be mounted and supported on the genset.

2.8 Generator

- .1 The Generator shall have a 2/3 winding pitch stator and shall be 4 pole, brushless, self-ventilated, horizontal drip proof, synchronous, single or two bearing unit, and wye connected. The neutral shall be accessible and grounded. The Generator shall be capable of 10% overload on the continuous rating following 24 hours of continuous operation, without exceeding the temperature ratings for the insulation. Allowable Temperature Rise at full load shall be 125°C rise over 40°C ambient.
- .2 Provide manufacturer's data sheets or curves, with bid, showing voltage dip with various kVA inrush and initial loads.
- .3 Provide Generator designed to withstand sustained short circuit current of up to 300% of the rated current for up to 10 seconds.
- .4 The Generator shall be the product of an established manufacturer and shall conform to the latest standards of NEMA MG1, ANSI and IEEE.
- .5 Acceptable manufacturers are:
 - a. Kohler;
 - b. Cummins;
 - c. Simpower; or
 - d. Approved alternate.

2.9 Excitation

- .1 Excitation shall provide +/- 0.5% to 1.0% steady state voltage regulation.
- .2 Voltage adjustment means shall be indicated in the shop drawings.

2.10 Genset Controller

- .1 Provide a controller that is suitably isolated from engine vibration and is complete with the following minimum features:
 - a. Battery monitoring and testing features;
 - b. Temperature operating range: -40 °C to 70 °C;
 - c. LCD Operator display panel;
 - d. AC protection functions;
 - e. Engine protection functions;
 - f. Control functions;
 - g. Current transformers, potential transformers and control transformers as required;
 - h. Generator/Engine/Other data display via LCD display;
 - i. Configurable inputs and output relays; and
 - j. Open transition automatic transfer switch control.

2.11 Generator Breaker

- .1 Provide 600 Volt, 700 Amp, 3 pole thermal magnetic breaker, mounted on generator for generator overload and overcurrent protection. Breaker minimum instantaneous trip shall be 12 times breaker rating.

- .2 Provide breaker trip curve with shop drawings.

2.12 Fuel System

- .1 Provide a sub-base dual-walled fuel tank with sufficient capacity to operate the generator at 80% load for a minimum of 24 hours.
- .2 Tank shall include leak detection, and low fuel level detection.
- .3 Provide fuel filters, water separator, and fuel lines.

2.13 Generator Set Accessories

- .1 The generator set shall be supplied with the following accessories and auxiliary equipment:
 - a. Spring Vibration Isolators.
 - b. Exhaust Silencer and Piping.
 - c. Starting System – Starting shall be by means of an electric starter. A battery set shall be provided complete with a box and cover. Battery cables complete with suitable connectors shall be provided.
 - d. Battery Charger – Provide a battery charger complete with On-Off switch and pilot light mounted in control panel.
 - e. Coolant Heater – An engine coolant heater shall be provided, sized to maintain engine temperature 12°C above ambient temperature.
 - f. Drip Pan – A drip pan shall be provided.
 - g. Sound Attenuated Enclosure – Provide weather protective aluminum (with powder coat paint) enclosure with Sound Level 2 rating. Access doors and panels shall be lockable. See clause 1.2 for installation location details.

2.14 Manuals

- .1 One (1) hardcopy and 1 PDF file of the operation and maintenance manuals shall be provided. Hardcopy manual shall be bound in a three ring hard cover binder labelled with the Generator Set manufacturer's name, set description and reference project name and number or serial number. Manuals shall contain a minimum of the following items individually sectioned and referenced with an index:
 - a. Title page showing pertinent details of the subject generator set;
 - b. Table of Contents;
 - c. Factory test report;
 - d. Engine record card (showing serial number and pertinent build configuration);
 - e. Engine operator's manual;
 - f. Voltage regulation equipment operations manual (if not included with generator);
 - g. Engine accessory equipment descriptive brochures;
 - h. Complete set of data sheets;
 - i. Exhaust emission and compliance statement certifying compliance with applicable regulations;
 - j. Miscellaneous accessory equipment descriptive brochures;

- k. Control panel equipment brochures;
- l. Mechanical drawings and complete bills of material for all components supplied; and
- m. Electrical drawings and schematics, and complete bills of materials for all components supplied.

2.15 Manufacturer's Drawings

- .1 An electronic copy of the electrical schematics and general arrangement drawings of the generator set shall be supplied to the Engineer for approval prior to assembly and testing of the generator set.
- .2 The generator Data Sheets in Part 3 Execution of this section shall be provided with the above manufacturer's drawings.

2.16 Spare Parts

- .1 Provide two (2) of each of the following as spare parts for the generator:
 - a. Fuel filter;
 - b. Oil filter;
 - c. Air filter; and
 - d. Fuses (if any) for the Genset Controller.

Part 3 Execution

3.1 Spare Parts

- .1 Spare parts shall be packaged in a sealed cardboard box(es) and shall be labeled "GENERATOR SPARE PARTS" and shall also be labeled with the Owner's name and shipping destination address.
- .2 Spare parts shall be shipped with the genset.

3.2 Factory Tests

- .1 The generator set manufacturer shall conduct in-factory tests of the completed assembly and all accessories. Tests shall include the following minimum requirements:
 - a. Four-hour test at standby rating with available power factor;
 - b. Demonstration of:
 - maximum step load capability (minimum acceptable standby rating);
 - maximum transient voltage and frequency at step load (maximum frequency transient to be 5% below settled load speed);
 - low oil pressure shutdown;
 - high coolant temperature shutdown;
 - overspeed shutdown;
 - over crank shutdown;
 - low battery voltage alarm;
 - low fuel level alarm;

- remote alarm output;
 - block heater and thermostat operation; and
 - voltage adjust range (plus or minus 5% of nominal required).
- .2 All load tests shall include reading at 1/2 hour intervals. Demonstrations shall be to the satisfaction of the Engineer and the results of the demonstrations shall be noted on the approved test records.
- .3 Prior to commencement of factory tests, the supplier shall submit proposed test sheets for approval of format and intended tests.

3.3 Supplier Qualifications

- .1 The generator set supplier must have the capabilities to design, manufacture and provide service/warranty coverage. Minimum requirements in this regard will consist of the following points. Approved suppliers must meet the subject items and provide confirmation where necessary.
- .2 Service:
- a. Complete generator set system service capability must be provided by the generator set manufacturer. This shall include in house stock of all components utilized in the manufacture of the set.
- .3 Warranty:
- a. Generator set manufacturer shall provide full warranty coverage for all components. Minimum system warranty shall be 12 months after site startup or 18 months after acceptance of factory tests.
- .4 Design:
- a. Generator set manufacturer shall exhibit that adequate system design capabilities exist within the organization.
- .5 Manufacturing:
- a. The generator set manufacturer shall exhibit manufacturing capabilities consistent with the requirements of the specification. These shall include as a minimum:
 - Regularly assigned area and personnel engaged in the manufacture and service of generator sets and related industrial equipment.
 - Regularly assigned area and personnel engaged in the manufacture and service of generator set control panels and switchgear.
 - Test facilities specifically adapted for conducting generator set loading.

3.4 Installation of The Generator Set

- .1 The generator set shall be positioned on its vibration isolators by the Supplier.
- .2 The engine and generator shall be lubricated where required by the Supplier. All crankcase, gear oil and coolants shall be added prior to start-up. All engine controls shall be tested for correct operation and the generator set shall be successfully run under load for a minimum period of six hours as part of the initial start-up period. Under no circumstances shall a new engine be run at idle speed for extended periods.

3.5 Start-up

- .1 The Supplier shall provide qualified field personnel from the generator set supplier for start-up services. The Supplier shall allow for a minimum two full days on site for commissioning. All costs for start-up shall be included in the Tender.
- .2 The generator set shall be completely tested on site to the satisfaction of the Engineer. All safety shutdowns, alarms and control functions shall be demonstrated.

3.6 Shipment

- .1 The Supplier shall notify the RDN not less than 48 hours before planned delivery of equipment and materials. The Supplier shall arrange to have the necessary personnel and equipment on site to accept delivery and off-load the equipment. Delivery shall only be made during normal working hours.
- .2 The Supplier shall be responsible for all equipment during transit to site. Arrival of the equipment at the site does not relieve the Supplier of their responsibilities under this contract.
- .3 All equipment shall be properly marked and packed for protection against damage and weather during handling and shipping to the site. All exposed surfaces shall be suitably coated to prevent corrosion.
- .4 It shall be the responsibility of the Supplier after the award has been made to ensure that the dimensions of all items shipped are such that all tunnels, overpasses other restrictions can be negotiated. They shall ensure that shipping weights of all items can be accommodated on transports.
- .5 Adequate lifting lugs shall be provided on all items or crates.

3.7 Delivery Date

- .1 The Supplier shall inform the RDN of the time in calendar days required to deliver the equipment as specified. The Supplier shall include this information in their bid documents.

3.8 Data Sheets

- .1 Provide a complete set of Data Sheets with bid and with the subsequent shop drawing submission.
- .2 Data Sheets shall contain the following information (as a minimum):
 - a. Engine and Engine Electrical Specifications;
 - b. Alternator/Generator Specifications;
 - c. Information on all options as selected and accessories;
 - d. Controller Specifications;
 - e. Fuel System Specifications;
 - f. Lubricating System Specifications;
 - g. Exhaust System Specifications;
 - h. Standard Features;
 - i. Warranty Information;
 - j. Weights and Dimensions; and
 - k. Excitation System Specifications.

Revision History

Rev. No.	Date	By	Checked By	Issued For	Comment
0	February, 2024	WM	KBS	Proposal	

End of Section

BETWEEN: _____ (the "Supply Contractor")

AND: Regional District of Nanaimo (the "Corporation")

THIS AGREEMENT WITNESSES that the Supply Contractor and the Corporation agree as follows:

1. The Supply Contractor shall provide all labour, Supply Contractor's Plant and Equipment and materials required to supply the Goods within the required time, as required by the Contract Documents.
2. The Corporation shall pay the Supply Contractor the Contract Price, as required by the Contract Documents.
3. The Contract Price shall be the sum in Canadian Dollars of the following:
 - (a) \$ _____, and
 - (b) any payments made on account of changes, as may be required by the Contract Documents.

The Contract Price shall be the entire compensation owing to the Supply Contractor by the Corporation for the Goods and shall cover and include necessary costs including but not limited to all supervision, labour, materials, Supply Contractor's Plant and Equipment, overhead, profit, financing costs, duty, shipping charges, fabrication and finishing, conveyance and delivery, packing, crating, freight, cartage, off-loading, drafting charges, tariffs, warranty and all other costs and expenses whatsoever incurred in performing the Contract.

Except for the amounts which the RDN in good faith is disputing and except for any set off which the RDN may in good faith claim and except for invoices (or portions of invoices) in respect of which the RDN has requested and not received supporting evidence, the RDN shall pay invoices submitted to it for the Services within 30 days' receipt thereof.

4. The Supply Contractor shall supply all Goods to the Delivery Point no later than <XX weeks from receipt of order>.
5. The Contract Documents shall form a part of this Agreement as though recited in full.
6. The Contract supersedes all prior negotiations, representations, or agreements, whether written or oral and is the entire agreement between the Corporation and the Supply Contractor with respect to the subject matter of this Agreement. For the avoidance of

doubt, any commercial conditions included by the Supply Contractor in its proposal submitted to the Corporation in relation to the Goods are superseded by this Agreement and are void.

7. The Supply Contractor shall not assign the Contract, or any portion of the Contract, or any payments due or to become due under the Contract, without the express written consent of the Corporation.
8. No action or failure to act by the Corporation or an authorized representative of the Corporation shall constitute a waiver of any right or duty afforded any of them under the Contract or constitute an approval or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
9. This Agreement shall enure to the benefit of and be binding upon the Corporation and the Supply Contractor and their respective heirs, executors, legal representatives, successors and permitted assigns. In the event of more than one person being the Supply Contractor, the grants, covenants, provisos and claims, rights, powers, privileges, and liabilities shall be construed and held to be several as well as joint.
10. Time shall be of the essence of this Agreement.
11. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as follows:

REGIONAL DISTRICT OF NANAIMO

by its authorized signatory on _____ day of _____, 20__ (the date of Agreement):

SIGNED on behalf of the Corporation by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

[SUPPLY CONTRACTOR'S NAME]

by its authorized signatory on _____ day of _____, 20__ :

SIGNED on behalf of the Supply Contractor by:

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

END OF SECTION

GENERAL

1.1 DEFINITIONS

The following words and terms, unless the context otherwise requires, in all Contract Documents, shall have the meanings set out below. Words importing the male gender include the female gender and either includes the neuter and vice versa and words importing the singular number includes the plural number and vice versa.

"Addenda" means any addition, deletion, clarification, or corrections issued with respect to the Original Solicitation Documents prior to execution of the Agreement;

"Agreement" means the Standard Form Supply Contract Form of Agreement executed by the Corporation and the Supply Contractor;

"Contract" means the contractual relationship formed between the Corporation and the Supply Contractor by each party's execution of the Agreement;

"Contract Documents" means the following documents:

- (1) the executed Agreement;
- (2) these General Conditions;
- (3) any Addenda;
- (4) the Original Solicitation Documents;
- (5) the Proposal; and
- (6) other relevant documents such as but not limited to letters of clarification and any reports, standards or the like included by reference in the Original Solicitation Documents or Addenda;

"Contract Price" has the meaning set out in the Agreement;

"Corporation" means the Regional District of Nanaimo;

"Day" means calendar day;

"Delivery Date" means the date set out in the Agreement as the latest date by which the Supply Contractor is required to supply Goods to the Delivery Point;

"Delivery Point" means the 5420 Entwhistle Dr, Nanaimo, BC V9V 1H2 as per Incoterms 2020 Delivery Duty Paid (DDP) with title transferring at the named place;

“Goods” means moveable property that the Supply Contractor is required to deliver to the Corporation pursuant to the Contract Documents and includes materials, products, equipment, and other physical objects of every kind and description whether in solid, liquid, gaseous, or electronic form;

“Inspector” means a person appointed by the Corporation having the authority set out in Clause 2.1.2.1 of these General Conditions.

“Original Solicitation Documents” means the request for proposals, invitation to tender or comparable form of solicitation posted by the Corporation which resulted in the Agreement being executed;

“Proposal” means the Supply Contractor’s written submission to the Corporation in response to the Original Solicitation Documents;

“Specifications” means that part of the Contract Documents consisting of general requirements and written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship;

“Supply Contractor” means the person identified as such in the Agreement.; and

“Warranty Period” has the meaning set forth in Clause 3.4.1 of these General Conditions.

CONTRACT REQUIREMENTS

1.1.1 Successors' Obligations

The Contract shall enure to the benefit of and is binding upon not only the parties hereto but also their respective successors and permitted assigns.

1.1.2 Assignment of Contract

The Supply Contractor shall not assign the Contract in whole or in part, nor any payments due or to become due under the Contract without the prior written consent of the Corporation. No assignment of the Contract shall relieve the Supply Contractor from any obligation under the Contract or impose any liability on the Corporation. Involuntary assignment of the Contract because of bankruptcy, assignment of the Contract for the benefit of creditors or appointment of a receiver, or insolvency shall be deemed default under the Contract entitling the Corporation to terminate the Contract as hereinafter provided.

1.1.3 Waiver of Rights

Except as herein provided, no act or failure to act by the Supply Contractor or the Corporation at any time with respect to the exercise of any right or remedies conferred upon them under this Contract shall be deemed to be a waiver on the part of the Supply Contractor or the Corporation of any of their rights or remedies. No waiver shall be effective except in writing. No waiver of one right or remedy shall act as a waiver of any other right or remedy or as a subsequent waiver of the same right or remedy.

1.1.4 Amendment of Contract Documents

The Contract Documents shall not be amended except as specifically agreed in writing signed by both the Corporation and the Supply Contractor.

1.2 LAWS, REGULATIONS AND PERMITS

1.2.1 The Contract shall be construed under and according to the laws of the Province of British Columbia and subject to an agreement to refer a dispute to mediation as per Clause 2.3 of these General Conditions. The parties agree to irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

1.2.2 The Supply Contractor shall give all notices required by law and shall comply with all laws, acts, ordinances, rules, and regulations relating to or affecting the Goods. If any permits, authorizations, approvals or licences from any government or governmental agencies are necessary or desirable for the prosecution of the work they shall be obtained by the Supply Contractor at its expense, provided that the Supply Contractor shall not make application for any such permit, authorization, approval, or licence without first obtaining the written consent of the Corporation.

1.2.3 Patents, Royalties and Copyright

The Supply Contractor shall pay all fees, royalties or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the Goods or with the use of the Goods by the Corporation. Before final payment is made on the account of this Contract, the Supply Contractor shall, if requested by the Corporation, furnish acceptable proof of a proper release from all such fees or claims.

- 1.2.4 All references to money in the Contract Documents shall be interpreted as meaning lawful currency of Canada.

PART 2 CORPORATION-SUPPLY CONTRACTOR RELATIONS

2.1 AUTHORITY OF CORPORATION

2.1.1 Acceptability of Goods

The Corporation shall make the final determination of the acceptability of the Goods.

2.1.2 Appointment and Authority of Inspector

2.1.2.1 The Corporation may appoint an Inspector at any time before or after award of the Contract. If the Corporation appoints an Inspector, the Inspector shall represent the Corporation at the Delivery Point. The Inspector shall have the authority set out in the Contract Documents and such other authority as may be delegated in writing by the Corporation including but not limited to the following:

- (a) to make determinations regarding the Goods; and
- (b) to make determinations regarding the Supply Contractor's performance of its obligations under the Contract.

2.2 RESPONSIBILITIES OF THE SUPPLY CONTRACTOR

2.2.1 Attention to the Goods

The Supply Contractor shall diligently attend to the supply of the Goods so that they are delivered faithfully, expeditiously and in accordance with the Contract Documents.

2.2.2 Authorized Representative

The Supply Contractor shall advise the Corporation in writing of the name of the Supply Contractor's authorized representative.

2.2.3 Off-loading of Goods

The Supply Contractor shall provide all necessary instructions to ensure satisfactory off-loading of the Goods.

2.2.4 Shipment

The Supply Contractor shall properly package all Goods for safe shipment to the Delivery Point and a notice of shipment shall be sent by the Supply Contractor to the Corporation in advance of final delivery. The notice of shipment shall state the Delivery Date, the applicable purchase order number, description of the Goods, the Supply Contractor's name and the carrier by which the shipment is being made. Clear title to the Goods, free of all charges, liens and encumbrances shall pass to the Corporation when the Goods are received, inspected, deficiencies rectified, and accepted by the Corporation at the Delivery Point. Until such time as title of the Goods is accepted by the Corporation, all risk related to the Goods shall remain with the Supply Contractor. Except for the transfer of risk, the passing of title to the Corporation shall not affect any of the Supply Contractor's obligations.

2.2.5 Errors and Omissions

If the Supply Contractor discovers that there are any errors or omissions in the Contract Documents, it shall immediately notify the Corporation in writing. The Corporation will review the matter and if it concludes that there is an error or omission, it shall determine the corrective actions to be taken and will advise the Supply Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the Corporation shall issue an appropriate change order. After discovery by the Supply Contractor of an error or omission in the Contract Documents any work thereafter performed by the Supply Contractor shall be done at its risk unless otherwise agreed by the Corporation.

2.3 DISPUTE RESOLUTION

2.3.1 Disputes

A dispute occurs between the Corporation and the Supply Contractor where there is a difference between the parties as to the interpretation, application or administration of the Contract.

2.3.2 Dispute/Claim Resolution

- (1) Any matters in dispute under this Contract which is not first resolved between the parties acting reasonably may, with the concurrence of both the Corporation and the Supply Contractor be submitted to mediation to a single mediator appointed jointly by them.

- (2) No one shall be nominated to act as a mediator who is in any way financially interested in the business affairs of either the Corporation or the Supply Contractor.
- (3) If the parties cannot agree on the choice of a mediator, each party shall select a nominee and the nominees shall jointly appoint a mediator.
- (4) The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

PART 3 MATERIAL, EQUIPMENT AND WORKMANSHIP

3.1 GENERAL

The Goods shall be of the quality specified in the Contract Documents or better. All work related to the Contract Documents shall be done with equipment and workmanship of the best quality and description and by employment of properly skilled workers and in strict conformity with and as required by the Contract Documents. Materials and equipment shall be the product of suppliers or manufacturers of established good reputation, regularly engaged in the supply or manufacture of such materials or equipment.

3.2 DEMONSTRATION OF COMPLIANCE WITH CONTRACT REQUIREMENTS

3.2.1 Inspection

Inspections and testing shall not in any way relieve the Supply Contractor from any of its obligations or responsibilities under the Contract Documents, and shall not in any way prejudice or constitute a waiver of any rights or remedies of the Corporation or any guarantees, warranties or covenants in favour of the Corporation, and the Corporation shall be entitled to rely on the expertise and obligations of the Supply Contractor and its subcontractors and their consultants and engineers to the same extent as if such inspections and testing by the Corporation or any Inspector or agent had not taken place.

If the Contract Documents, laws, ordinances, or any public regulatory authority requires parts of the Goods to be specially inspected, tested or approved, the Supply Contractor agrees that the Goods shall comply.

The Goods are subject to inspection and acceptance by the Corporation within a reasonable time after receipt. The Corporation will notify the Supply Contractor in writing of the rejection of any of the Goods which are not in accordance with the Contract Documents, and the Goods will be held subject to disposition by the Supply Contractor at the Supply Contractor's risk and subject to all charges accruing because of such rejection.

Notwithstanding any prior payment therefor, all Goods are subject to inspection and testing by the Corporation at the Delivery Point.

3.2.2 Certification

The equipment must be certified by the Supply Contractor in accordance with the local authorities with jurisdiction. Where compliance of Goods with the Contract Documents is not readily determinable through inspection and tests, the Corporation may require that the Supply Contractor provide, at the Supply Contractor's expense, properly authenticated documents, certificates, or other satisfactory proof of compliance. These documents, certificates or other proof shall include performance characteristics, materials of construction and the physical or chemical characteristics of materials.

3.2.3 Electrical

Electrical products that plug into an electrical outlet must meet Canadian national safety standards and be certified by an accredited certification body such as CSA, cUL or cETL.

3.3 DEFECTIVE OR IMPROPER GOODS

3.3.1 Correction of Defective Goods

If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other Specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Corporation may give notice of its dissatisfaction to the Supply Contractor in writing and the Supply Contractor shall immediately upon receipt of such notice do all things that are required to satisfy the Corporation. If the Supply Contractor refuses or neglects to do all things that are required to satisfy the Corporation within one week from the receipt of notice, the Corporation may employ some other person to do so and all expenses and costs consequent thereon or incidental thereto shall be charged to the Supply Contractor. The employment of such other person or the doing of the said work by the Corporation itself shall not affect the Supply Contractor's duties and liabilities hereunder or relieve the Supply Contractor from the performance and fulfilment of any or all of the Supply Contractor's warranties, covenants, undertakings, obligations and duties under the Contract.

3.3.2 If upon inspection, testing or otherwise the Goods or any portion thereof are found to be non-conforming, unsatisfactory, defective, or inferior quality or workmanship, or fail to meet any guarantee of operating or other Specifications contained herein, or any other requirements of the Contract Documents, then without prejudice to any other rights or remedies, the Corporation may return the Goods or any part thereof to the Supply Contractor at the Supply Contractor's sole cost and all amounts theretofore paid by the Corporation to the Supply Contractor on account of the Contract Price of such returned Goods, shall be repaid to the Corporation by the Supply Contractor. The Supply Contractor shall advise the Corporation in writing, where to return the Goods, and failing such advice from the Supply Contractor, the Supply Contractor agrees to accept the returned Goods at the Supply Contractor's registered office. Neither the inspection nor failure to make inspection, nor acceptance of Goods shall release the Supply Contractor from any warranties or other provisions of this Contract nor impair the

Corporation's right to reject non-conforming Goods. The Corporation reserves the right even after it has paid for and accepted Goods to make a claim against the Supply Contractor on account of any Goods which do not prove to be satisfactory or are defective irrespective of the Corporation's failure to notify the Supply Contractor of a rejection of non-conforming Goods or revocation of acceptance thereof, or to specify with particularity any defect in non-conforming Goods after rejection or acceptance thereof.

3.3.3 Retention of Defective Goods

If in the opinion of the Corporation any portion of the Goods supplied under the Contract is defective or not in accordance with the Contract Documents and if the defect or imperfection in the same is not of sufficient magnitude or importance to make the Goods dangerous or undesirable, or if the removal of such Goods is impracticable, or will create conditions which are dangerous or undesirable, the Corporation shall have the right and authority to retain such Goods instead of requiring the defective or imperfect Goods to be removed and reconstructed, but the Corporation shall be entitled to make such deductions from the payments due or to become due to the Supply Contractor as are just and reasonable.

3.3.4 No Implied Approval

The fact that the Corporation has not disapproved of or rejected any part of the Goods shall not be deemed or be construed to be an acceptance of any such part of the Goods or any such materials.

3.4 WARRANTY AND GUARANTEE

3.4.1 The Supply Contractor agrees that the warranty provisions outlined in the Proposal are to the benefit of the Corporation and that the Goods are free from all defects arising from faulty construction, manufacturing, materials, equipment or workmanship for the period which is twelve (12) months ("Warranty Period") commencing on the earliest of the following dates: (i) the date Corporation accepts clear title to the Goods, or (ii) the date that is six (6) months from the delivery date of the Goods at the Delivery Point.

3.4.2 During the Warranty Period, the Supply Contractor, upon the receipt of notice in writing from the Corporation, shall promptly make all repairs arising out of defects in the Goods. The Corporation shall be entitled to make such repairs, if 10 Days after the giving of such notice to the Supply Contractor, the Supply Contractor has failed to make or undertake with due diligence the repairs. In case of an emergency, where, in the opinion of the Corporation, delay could cause serious loss or damage, or inconvenience to the public, repairs may be

made without notice being sent to the Supply Contractor, only after all reasonable attempts have been made to contact the Supply Contractor. The costs of any repair made by the Corporation in connection with this clause shall be charged to the Supply Contractor and the Supply Contractor shall reimburse the Corporation for such costs. All covenants and agreements shall continue to be binding on the Supply Contractor until they have been fulfilled.

- 3.4.3 The Corporation is relying on Supply Contractor's skill and judgment in selecting and providing the proper Goods and any applicable services for the Corporation's particular use. The Supply Contractor warrants to the Corporation and its successors in interest that the Goods and any services covered hereby will correspond with the description of the same in the Contract Documents, will conform to all applicable Specifications, will be of the best quality and, unless otherwise specified, will be fit for the purpose for which they are to be used and will conform in all aspects, both in the manufacture and use thereof, with all applicable safety orders or regulations of the Province of British Columbia. The Supply Contractor also warrants that the Goods are free and clear of all liens and encumbrances whatsoever and that the Supply Contractor has a good and marketable title to the same.
- 3.4.4 The Supply Contractor warrants and guarantees that the Goods are free from all defects arising at any time from faulty design in any part of the Goods.
- 3.4.5 The Supply Contractor represents that it has read the Contract Documents and, particularly, the Specifications and has satisfied itself that the Goods can be supplied in accordance with the Contract Documents, free of defects and fit for the purpose for which they are to be used.
- 3.4.6 The warranty should be made out to the Regional District of Nanaimo, 6300 Hammond Bay Road, Nanaimo, B.C. V9T 6N2

PART 4 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION AND RELEASE

- 4.1.1 The Supply Contractor shall save harmless and indemnify the Corporation and its directors, officers, servants, employees and agents (the "Indemnified Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with negligent acts, omission, willful misconduct or breach of this Contract by the Supply Contractor, except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.
- 4.1.2 Unless otherwise specified in the Contract, the Supply Contractor shall save harmless and indemnify the Indemnified Parties from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature arising in any way from liability of any nature or kind for or on account of any copyrighted or uncopyrighted composition, secret or other process, patented or unpatented invention, articles or appliances manufactured, supplied or used in the Goods, and/or used or to be used by the Corporation before or after supply of the Goods as a result of work performed by the Supply Contractor, and if the Supply Contractor shall fail to save harmless and indemnify in manner aforesaid, any money collected from the Indemnified Parties shall be charged to the Supply Contractor.
- 4.1.3 The Supply Contractor shall release and discharge the Corporation and its directors, officers, servants, employees and agents (the "Released Parties") from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) which the Supply Contractor or its servants or employees might have in any manner arising in any way out of or connected negligent acts, omission, willful misconduct or breach of this Contract by the Supply Contractor except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Released Parties or any of them.
- 4.1.4 The indemnity provided in this clause by the Supply Contractor to the Indemnified Parties shall not in any way be limited or restricted by any insurance or by limitations on the amount or type of damages, compensation or benefits payable under the Workers' Compensation Act or any other similar statute.

4.2 INSURANCE

4.2.1 General

The Supply Contractor and subcontractors shall provide at their own cost any insurance which they are required by law to provide or which they consider necessary to protect their own interests.

4.3 PATENT, TRADEMARK OR COPYRIGHT

4.3.1 The Supply Contractor represents that it has fully investigated all Specifications, including any furnished by the Corporation, in connection with the Goods and based on such investigation and its experience and superior knowledge with respect to such Goods has determined that the production and supply thereof will not infringe any patent, trademark or copyright.

PART 5 SHIPMENT OF GOODS/DAMAGE TO GOODS

5.1 SHIPMENT OF GOODS

5.1.1 Delivery of Goods

The Supply Contractor must deliver the Goods to the Delivery Point DDP (Incoterms 2020). Delivery of the Goods to a carrier for transmission to the Delivery Point does not constitute delivery of the Goods to the Corporation. Any such carrier is deemed to be the Supply Contractor's agent and not the Corporation's agent.

5.1.2 Delivery Costs

The Supply Contractor is responsible for all costs and expenses whatsoever in relation to the supply and delivery of the Goods to the Delivery Point, including without limitations, all shipping, carrier, transportation, freight, insurance, storage, handling, and off-loading costs, as well as any customs or excise charges or duties.

5.1.3 Supply Contractor to Bear Risk

The Supply Contractor shall bear all risks and shall assume all responsibility for the Goods, including, without limitation, any loss or damage to the Goods from any cause whatsoever, up to acceptance of the Goods by the Corporation.

5.1.4 Loss or Damage

If loss or damage to the Goods occurs for which the Supply Contractor is responsible, the Supply Contractor shall immediately effect repairs or replace any property as necessary to make good any such loss or damage. If the Supply Contractor refuses or neglects to do so, the Corporation may make good any such loss or damage, either by itself or by employing some other person, and the expense of doing so shall be charged to the Supply Contractor. If any repair or replacement of property is performed on the Goods because of loss or damage to the Goods for which the Supply Contractor is responsible the Supply Contractor represents and warrants that the warranty provided shall not be affected or changed to any manner or respect whatsoever.

5.1.5 Acceptance of Delivery of Goods by Corporation

Notwithstanding any other provision in the Contract Documents, the Corporation is not deemed to have accepted the Goods until the Goods have been delivered to and off-loaded at the Delivery Point and the Corporation has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the Contract. The Corporation's acceptance or deemed acceptance of the Goods shall not prejudice any rights or remedies the Corporation may have hereunder relating to Goods that are found to be non-conforming, unsatisfactory, defective, of inferior quality or workmanship, or which fail to meet any Specifications or requirements of the Contract Documents.

PART 6 PROGRESS AND COMPLETION

6.1 CONTRACT TIME

6.1.1 Prosecution of the Goods

Time shall be strictly of the essence. The Supply Contractor shall supply the Goods in accordance with the Contract Documents. The Supply Contractor acknowledges that the schedule for supply of the Goods as set out in the Contract Documents is reasonable.

6.1.2 Schedule

The Supply Contractor shall provide a schedule and periodic updates coordinating the supply of Goods within the prescribed time. Contract time extensions, if any, shall be incorporated into updated schedules. The failure of the Supply Contractor to comply with this requirement may entitle the

Corporation to terminate the Supply Contractor's right to continue with the supply of Goods or to delay progress payments.

6.2 TERMINATION

6.2.1 The Corporation may terminate the Contract if the Supply Contractor at any time becomes bankrupt, makes an assignment of his property for the benefit of his creditors, or if a receiver or liquidator should be appointed. Such termination shall be effective upon the Corporation giving notice thereof.

6.2.2 If at any time the Corporation reasonably forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:

- (1) has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract;
- (2) has failed to supply the Goods, within the time specified in the Contract Documents or extensions mutually agreed between the parties in writing;
- (3) has failed or is failing to furnish or to maintain a detailed schedule;
- (4) has become in any way unable to supply the Goods or any part thereof; or
- (5) has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials, or equipment;

then the Corporation may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five Days of such notice, such default or defaults are not remedied to the satisfaction of the Corporation or the Supply Contractor has not taken reasonable measures to commence remedying the default(s), the Corporation may terminate the Contract. Such termination shall be effective immediately.

6.2.3 The Corporation may terminate the Contract, without any cost or penalty or consequence whatsoever, if it concludes, acting reasonably on the information available to it, that the Supply Contractor is in material non-compliance with, or has been convicted of a material offence or violation of, health, safety, labour, or environmental laws.

6.3 NO CLAIM

Except as herein before provided, the Supply Contractor shall have no claim against the Corporation for any reason whatsoever by reason of the termination of the Contract.

PART 7 PAYMENT**7.1 PAYMENTS TO SUPPLY CONTRACTOR**

7.1.1 Payments to the Supply Contractor will be made as per the Agreement and set forth otherwise in the Contract Documents.

7.1.2 Notwithstanding Clause 7.1.1 the Corporation may withhold from payment:

- (1) Such reasonable amount as the Corporation determines appropriate with respect to any part of the Goods not in compliance with the Contract Documents;
- (2) Statutory holdback if the supply of Goods is of a nature that creates an obligation on the Corporation to retain a holdback under the Builders Lien Act;
- (3) The amount of any bona fide builder's lien claim asserted against the Corporation or which the Corporation acting reasonably anticipates will be made against the Corporation; or
- (4) Any deduction or set-off the Corporation may otherwise be entitled to under the Contract.

7.1.3 Payments may be withheld until the relevant operating manuals and all operating and maintenance materials together with all warranties have been delivered to the Corporation.

7.1.4 In addition to any other remedy the Corporation may have in the Contract or law, the Corporation may refuse to make payment because of subsequently discovered evidence or test results, and shall be compensated for any payment previously made to the Supply Contractor to such extent as may be necessary to protect the Corporation from loss because of:

- (1) Defective or damaged Goods;
- (2) A deductive change order;
- (3) Failure of the Supply Contractor to supply the Goods in accordance with the Contract Documents, including failure to maintain the supply of the Goods in accordance with the schedule; or

- (4) Disregard by the Supply Contractor of the authority of the laws of any public body having jurisdiction.

The Corporation may refuse to make payment of the full amount because of claims made against the Corporation on account of the Supply Contractor's performance or supply of Goods. In such case, the Corporation shall give the Supply Contractor prompt written notice stating the reasons for each action.

- 7.1.5 Prior to payment to the Supply Contractor, if requested by the Corporation, the Supply Contractor shall deliver to the Corporation a statutory declaration in form satisfactory to the Corporation declaring that all subcontractors, labour and accounts for material and equipment have been paid and that no persons, firms or corporations have any lien against the lands comprising the Delivery Point or the work together with such other documentation as the Corporation, acting reasonably, determines is necessary or desirable.

SAMPLE