



REQUEST FOR PROPOSAL

FOR

SUPPLY OF DIESEL BACKUP POWER GENERATOR

RFP #: 24-134

ISSUED ON: October 30, 2024

CLOSING DATE AND TIME: November 26, 2024 AT 2:00PM LOCAL TIME

Summary, Contents & Instructions:

Summary:

Through this Request for Proposal (RFP), the Town of Okotoks (Town) seeks to select and contract with a supplier to supply, deliver, test, and support the commissioning of a Diesel Backup Power Generator, which will form part of the Town's project to build a Mid-Line Pump Station for the Foothills Okotoks Regional Water (FORW) project during 2025-2026.

The Town is conducting this RFP now, while completing detailed design for construction of the project, in order to pre-order the backup power equipment and commence the order process for this long lead-time item. The Town's intent is to assign this equipment to its construction contractor for the Foothills Okotoks Regional Water Mid-Line Pump Station project, once that contractor is selected through a separate RFP early of 2025.

Full details on the backup power equipment plus ancillary services required are provided in Part A hereto.

Contents:

This Request for Proposals (the "RFP") is organized into the following parts:

- **Part A: The Equipment & Services** – full details of the Equipment & ancillary services required
- **Part B: The RFP Process** – the process for submissions, evaluation and award of the Contract
- **Part C: The Contract** – the Contract the Town will enter into with the selected Supplier
- **Part D: Submission Forms** – the forms a Respondent should submit in their Proposal
- **Exhibits:**
 - **Exhibit A:** Technical Specifications

Instructions:

Whenever you see the following symbol and box throughout this document, this box is providing instructions to a Respondent on what this section means and/or what a Respondent must do:

Example:

	Whenever you see this box throughout the RFP document, the text is providing instructions or information on what this section means and/or what a Respondent must do.
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Part A: The Equipment & Services



This Part A provides details on the backup power generator equipment and ancillary services (collectively referred to herein as the "Equipment") required by the Town of Okotoks (the "Town"). Respondents should ensure they are fully capable of providing all of the requirements outlined, as this section will form part of the specifications and requirements in the final Contract.

1. Introduction:

The Scope of Work shall include the design, supply, delivery, commissioning support, and testing support of all equipment and appurtenances required for one (1) standby diesel generator and ancillary components (the "Equipment") at the Foothills Okotoks Regional Water (FORW) Mid-Line Pump Station.

2. Background:

2.1. The Town of Okotoks:

The Town of Okotoks (the "Town") is a municipality located south of Calgary, Alberta, Canada. Further details on the Town can be found at: www.okotoks.ca.

2.2. Background – FORW Mid-Line Pump Station Project:

The work outlined in this RFP is specific to a Mid-Line Pump Station construction project. Installation and commissioning of the Equipment will be performed by a general contractor (referred to herein as the "Contractor"), which the Town intends to select following a separate RFP early in 2025. However, the successful supplier (the "Supplier") following this RFP, shall support the Contractor with the commissioning of the equipment as identified in Exhibit A. The Contractor will perform a project involving the construction of a pump station that serves to deliver water from a raw water reservoir to two receiving points through a raw water transmission line: The Okotoks water treatment plant (WTP) and an Aldersyde raw water storage reservoir. Construction for the pump station will be completed under one construction contract. However, staging and timing details have not yet been determined as the detailed design is currently ongoing.

2.3. Standby Generator Equipment Pre-Purchase:

The Town intends to construct the FORW Mid-Line Pump Station project during 2025-2026, which will include the installation and commissioning support of the Equipment.

The detailed design for the wider project will advance during the anticipated lead time to supply the Equipment. Therefore, the Town seeks to pre-select and contract for the supply of the Equipment now. The detailed design for the FORW Mid-Line Pump Station will be completed, and then a construction contractor to build the Station will be selected. The Town's intention is to assign the Equipment over to the Contractor.

3. Diesel Backup Power Generator System Equipment & Ancillary Services Required (the "Specifications"):

- 3.1. The diesel backup power generator system Equipment supplied under the Contract should meet all the requirements of the Specifications listed below (the "Specifications") and shall be as per the Equipment Specified by the Respondent in Part D, *Appendix B – Proposed Equipment Details Form*. In case of any conflict between the Specifications listed below and the Respondent's Appendix B, then the requirements of the Specifications shall take precedence. Any deviations proposed by the Respondent will be evaluated by the Engineer to ensure the necessary performance criteria of the Equipment is met.
- 3.2. The Specifications which the Equipment should meet are as follows (all contained in Exhibit A – Technical Specifications to this RFP, available under the Documents section on the Bidding Portal):
 - 26 32 13.0 – Engine Generators Basic
 - 26 32 13.1 – Generators
 - 26 32 13.2 – Engine
 - 26 32 13.3 – Cooling Equipment
 - 26 32 13.4 – Exhaust Equipment
 - 26 32 13.5 – Starting System
 - 26 32 13.6 – Alarms and Instrumentation

4. Delivery Lead Time and Performance Schedule:

The Town requires the Equipment shop drawings to be submitted for review no more than 3 weeks from signing the Contract. The Town requires the Equipment to be delivered on site to the FORW Mid-Line Pump Station no later than January 8, 2026.

5. Equipment Warranty:

All Equipment supplied shall come with a warranty against defects in materials or workmanship, for a period of 24 months from completion of Equipment commissioning. Warranty terms shall be as per the Contract in Part C and the Suppliers' Proposal in Part D, *Appendix D – Warranty Details*.

Part B: The RFP Process



This Part B details the terms and conditions of how this RFP process will be run by the Town, and how the Supplier will be selected. Respondents to this RFP must ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a Proposal being rejected.

1. Key Details:

1.1. Questions Regarding this RFP:

Any question a Respondent has related to this RFP process must be submitted to the Town through the Bids & Tenders System by clicking on the "Submit a Question" button for the specific bid opportunity.

Questions regarding this RFP must not be submitted to the Town via any other method. Answers to questions received will be provided either directly to the Respondent or via an addendum to all Respondents, through the Bids & Tenders System. Information obtained from any source other than the Town through the Bids & Tenders System is unofficial and must not be relied upon as part of this RFP.

All questions regarding this RFP must be submitted prior to the 'Deadline for Questions' detailed under Section 1.2 of this Part B. Questions received after the Deadline for Questions will be addressed if time permits.

The Respondent is solely responsible for seeking any clarification required regarding this RFP, and the Town shall not be held responsible for any misunderstanding by the Respondent.

1.2. Timetable:

This RFP process will run to the following timetable. This timetable may be amended at the Town's discretion through the issuance of an addendum to this RFP.

Event:	Date:
Issue Date of this RFP	October 30, 2024
Deadline for Questions	November 18, 2024 at 2:00PM local Time
Last Day for Issue of Addenda	November 21, 2024
RFP Closing Date and Time:	November 26, 2024 at 2:00PM Local Time

1.3. Site Meeting:

No Site Meeting will be held for this RFP.

1.4. Submission of Proposals (Location, Date & Time, Format):

Proposals to this RFP should be submitted in accordance with the following:

- **Electronic Submissions Only:** Proposals must be submitted electronically through the Town's online *Bids & Tenders* System at <https://okotoks.bidsandtenders.ca>. Proposals sent by Email, paper copy, fax, or other methods will not be accepted.
- **RFP Closing Date and Time:** Electronic Proposals must be completed and confirmed as 'submitted', in accordance with the submission requirements of the *Bids & Tenders* System instructions, no later than the RFP Closing Date and Time detailed in section 1.2. The RFP Closing Date and Time shall be determined by the *Bids & Tenders* System web clock. Late submissions are not permitted in the *Bids & Tenders* System.
- **Format:** A Proposal must be submitted in accordance with the *Bids & Tenders* System submission requirements, which will include submitting all of the information required in the forms listed under Part D – Submission Forms, of this RFP.
- ***Bids & Tenders* System Instructions:**
 - All Respondents shall have a *Bids & Tenders* System 'Vendor Account' and shall be registered as a 'Plan Taker' for this RFP opportunity, which will enable the Respondent to follow the on-screen instructions to: download the RFP document; receive addenda email notifications; download addenda; and submit a Proposal electronically through the *Bids & Tenders* System.
 - Respondents are cautioned that the timing of their Proposal submission is based on when the Proposal (also referred to in the system as the "Bid") is received by the *Bids & Tenders* System and not when a Proposal is submitted. Uploading of Proposals can be delayed due to file transfer size, transmission speed and other factors. For this reason, it is recommended that Respondents allow sufficient time to upload their Proposal, including all attachments and other submission details.
 - If any problems are encountered in using the *Bids & Tenders* System, Respondents should contact the *Bids & Tenders* Support team at support@bidsandtenders.ca at least 24 hours prior to the RFP Closing Date and Time.
 - Once a Proposal is successfully submitted, the *Bids & Tenders* System will send a confirmation email to the Respondent advising that the Proposal was submitted successfully. If this confirmation email is not received, Respondents should contact support@bidsandtenders.ca.
 - Attachments uploaded to the *Bids & Tenders* System should not exceed 20MB in total file size.

The Town of Okotoks assumes no responsibility for the receipt of Proposals where the instructions detailed above, or on the *Bids & Tenders* System, have not be complied with.

2. Definitions Used in this RFP:



The following are definitions used in this RFP document. Whenever one of the following terms is used with a capitalized first letter, the term shall have the meaning as set out below. Some definitions below repeat those already detailed in Part A for completeness.

- 2.1. "Addenda" or "Addendum" means additional information or amendments to this RFP, issued by the Town in accordance with Section 5 of this Part B.
- 2.2. "Bid", "Bids" or "Tenders" are terms used in the *Bids & Tenders* System and mean either the RFP opportunity within the system, or an aspect of the RFP opportunity, depending on the context. The use of these terms in no way infer that this RFP is an irrevocable bid or tender process.
- 2.3. "*Bids & Tenders* System" means the Town's online bidding platform, which all Respondents must register, login and follow in order to submit a Proposal to this RFP. The *Bids & Tenders* System is accessed at <https://okotoks.bidsandtenders.ca>.
- 2.4. "Contract" means a written agreement for the provision of the Equipment and services that may result from this RFP, executed between the Town and the successful Respondent. Following execution of the Contract, the successful Respondent is then referred to as the 'Supplier'.
- 2.5. "Contractor" means the general contractor for construction that the Town contracts with to perform the FORW Mid-Line Pump Station project.
- 2.6. "Engineer" means the Town's design and engineering consultant for the FORW Mid-Line Pump Station project.
- 2.7. "Equipment" means the Backup power Equipment plus the ancillary Services, which the Town seeks to be provided by the Supplier, as detailed in the Specifications and Part A.
- 2.8. "Manufacturer" means the original manufacturer of the Backup power Equipment or component part of the Equipment, which may or may not be the same entity as the Supplier.
- 2.9. "Proposal" means a Proposal submitted by a Respondent in response to this RFP.
- 2.10. "RFP Closing Date and Time" means the date and time that Proposals to this RFP must be received by in accordance with Section 1.4 of this Part B. The time will be determined by the *Bids & Tenders* System web clock.
- 2.11. "Respondent" means a person or entity that submits a Proposal to this RFP.
- 2.12. "RFP" means this Request For Proposals #24-134, including all Parts A to D and exhibits.
- 2.13. "Section" means the numbered section of the referenced part of this RFP.
- 2.14. "Specifications" means the Town's requirements for the Equipment, as detailed in Part A of this RFP.
- 2.15. "Sub-Contractor" means a person, partnership, firm or corporation that the Respondent proposes to contract with to deliver part of the Equipment or ancillary services, in a subordinate relationship to the Respondent.
- 5.1. "Supplier" means the successful Respondent to this RFP, which the Town enters into the Contract with for the supply of the Equipment.
- 2.16. "Town" means the Town of Okotoks

3. Amendment of a Proposal by Respondent:

A Respondent may amend a Proposal at any time up until the RFP Closing Date and Time. Amendments may be submitted in the same way as the original Proposal, as detailed in Section 1.4 of this Part B.

4. Withdrawal of a Proposal by Respondent:

A Respondent may withdraw a Proposal that is already submitted at any time throughout the RFP process, including after the Closing Date and Time. To withdraw a Proposal before the Closing Date and Time, the Respondent should amend the Proposal through the *Bids & Tenders* System.

5. Addenda Issued by Town:

This RFP may only be amended by way of an Addendum issued in accordance with this Section. At any time up until the Closing Date and Time, the Town may issue an Addendum in order to amend, clarify, or answer questions to this RFP. Each Addendum will be issued through the RFP opportunity on the *Bids & Tenders* System. Each Addendum will form an integral part of this RFP. Respondents are solely responsible for checking for Addenda up until the Closing Date and Time. If the Town deems it necessary to issue an Addendum after the Last Day for Issue of Addenda, as detailed in Section 1.2 of this Part B, then the Town may extend the RFP Closing Date and Time in order to provide Respondents with more time to complete their Proposal.

Respondents will be requested to acknowledge any addenda issued through the *Bids & Tenders* System before they can submit a Proposal.

6. Evaluation of Proposals & Award of Contract:

The Town will conduct the evaluation of Proposals and selection of a successful Respondent in accordance with the process detailed in this Section. Evaluation of Proposals will be by an evaluation committee which may include Town employees and the Town's Engineer. The Town's intent is to enter into a Contract with the Respondent who has met all mandatory criteria, and who has the Lowest Total Stipulated Contract Price.

6.1. Mandatory Criteria:

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:

1. The Proposal must be received by the Closing Date and Time, in accordance with the requirements of Section 1.4
2. The Appendix A – Pricing Form (Microsoft Excel or PDF version) must be completed and submitted in the format required.
3. The Appendix B – Proposed Equipment Details Form must be completed and submitted, and must meet all of the 'Pass' Criteria as listed in Appendix B.
4. The Appendix C – Schedule/Lead Times Form submission of the Proposal must meet all of the 'Pass' Criteria as listed in Appendix C.
5. The Appendix D – Warranty Details Form submission of the Proposal must meet all of the 'Pass' Criteria as listed in Appendix D.
6. The Appendix E – Exceptions to Contract Form must be completed and submitted in the format required.

6.2. Scored Criteria:

Proposals that meet all of the Mandatory Criteria will be further scored based on 'Total Stipulated Contract Price' (as shown in Appendix A Pricing Form) in accordance with the following:

- a) The Respondent that submits a Proposal with the Lowest 'Total Stipulated Contract Price' out of all Proposals received and meeting the required technical specifications detailed in Exhibit A, will be the 'Highest-Ranked Respondent' and will be the first Respondent invited to enter into discussions to conclude a Contract for the Work, as per the process detailed in sub-section 6.6.
- b) Should the Town and the Highest-Ranked Respondent not execute a contract as per subsection 6.6, then the Respondent with the next-highest ranked Proposal will be the Respondent that submitted the next Lowest Total Stipulated Contract Price, and meeting the required technical specifications detailed in Exhibit A. Should the Town not execute a contract with the next-highest ranked Respondent, then The Town will continue to seek to execute a Contract in this same order of next Lowest Total Stipulated Contract Price.
- c) The Town may cancel the RFP process entirely should the 'Total Stipulated Contract Price' (excluding GST) for the Work submitted by the Highest-Ranked Respondent, or next highest ranked Respondent, not be within the Town's maximum budget for the Work.

6.3. N/A

6.4. Clarifications & Remedy Period:

Notwithstanding the requirements for mandatory criteria and scored criteria detailed in this Section 6, the Town will allow the following remedies and clarifications at its sole discretion:

- Remedy for missing submission requirements: If the Town finds that a Proposal fails to meet all of the submission requirements required of this RFP, then the Town may provide written notification to a Respondent which identifies the requirements not met and provides the Respondent with 24 hours to remedy and supply the requirements. The 24 hours shall commence upon notification by the Town to the Respondent. This option to remedy missing requirements shall not apply to Proposals not received by the RFP Closing Date and Time or failure to submit Pricing not conform the Town's requirements.
- Clarification of Proposals: During evaluation of the scored criteria, the Town may at its sole option, request further details or clarification from the Respondent and/or third parties, on aspects of a Proposal by way of a written request for clarification. The written request shall clearly state the required clarification and time limit to supply the information requested. Following receipt of the clarification information, the Town may use this information to reassess and/or re-score the Proposal according to the scored criteria.

6.5. N/A

6.6. Conclusion and Execution of a Contract

The Respondent will not be legally bound to provide the Equipment until the execution of a written Contract. Following an invitation to a Respondent, by the Town, to conclude a Contract, it is expected that the Town and that Respondent would enter into discussions which may include, among other things:

- Clarification or amendment to the specifications, plus any resulting price adjustments, based on items submitted in the Proposal.
- Amendments to the terms and conditions of the Contract (Part C), based on items submitted in the Proposal.

The Town would seek to execute a Contract within 10 days of issuing an invitation to the Respondent to conclude a Contract. If the Town and Respondent do not, for any reason, execute a Contract within this time-period, the Town may discontinue the process with that Respondent and invite the Respondent with the next-highest-ranked Proposal to conclude a Contract. The Town may then continue this process until a Contract is executed, or there are no further Respondents, or the Town otherwise elects to cancel the RFP process entirely. For clarity, the Town may discontinue discussions

with a Respondent if at any time the Town is of the view that it will not be able to conclude a Contract with that Respondent.

7. Other Terms & Conditions of this RFP Process:

The following terms and conditions shall also apply to this RFP:

7.1. Proposals in English:

All Proposals are to be in the English language only.

7.2. Only One Entity as Respondent:

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Equipment, so long as the Proposal identifies only one entity that will be the lead entity and will be the Respondent with the sole responsibility to perform the Contract if executed. The Town will only enter into a Contract with that one Respondent. Any other entity involved in delivering the Service should be listed as a Sub-Contractor. The Respondent may include the Sub-Contractor and its resources as part of the Proposal and the Town will accept this, as presented in the Proposal, in order to perform the evaluation. All Sub-Contractors to be used in the Service must be clearly identified in the Proposal.

7.3. Proposals to Contain All Content in Prescribed Forms:

All information that Respondents wish to be evaluated must be contained within the submitted Proposal. Proposals should not reference external content in other documents or websites. The Town may not consider any information which is not submitted within the Proposal or in accordance with the forms set-out in this RFP.

7.4. References and Experience:

In evaluating a Respondent's experience, as per the scored criteria, the Town may consider information provided by the Respondent's clients on the projects submitted in the Proposal, and may also consider the Town's own experience with the Respondent or Manufacturer.

7.5. Respondent's Expenses:

Respondents are solely responsible for their own expenses in participating in this RFP process, including costs in preparing a Proposal and for subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Respondent for any claims, whether for costs, expenses, damages or losses incurred by the Respondent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever.

7.6. Retention of Proposals and FOIP:

All Proposals submitted to the Town will not be returned and will be retained in accordance with the Freedom of Information and Protection of Privacy Act ("FOIP").

Respondents should note that in accordance with the provisions of FOIP, certain details of this RFP and any executed Contract may be made public, including the Supplier's Name and total Contract price. Respondents should identify with their Proposal any information which is supplied in confidence, however, Respondents should be aware of and review the Town's obligations under FOIP and the Town's limited ability to refuse to disclose third party information pursuant to section 21 of FOIP.

7.7. Notification and Feedback to Unsuccessful Respondents:

At any time up until or after the execution of a written Contract with the Contractor, the Town may notify unsuccessful Respondents in writing through the *Bids & Tenders* System that they have not been selected to conclude a Contract. Unsuccessful Respondents may then request a feedback email or telephone call with a Town representative in order to obtain feedback on how their Proposal fared in the evaluation. Such requests for feedback must be made within 30 days of notification of the RFP results to the unsuccessful Respondent. Details of feedback provided will be at the Town's sole discretion in order to protect the confidentiality of other Respondents and the Town's commercial interest.

7.8. Conflict of Interest:

All Respondents must disclose an actual or potential conflict of interest, by answering the questions related to Conflict of Interest that are requested of Respondents by the *Bids & Tenders* System when submitting a Proposal. The Town may, at its sole discretion, disqualify any Respondent from this RFP process, if it determines that the Respondent's conduct, situation, relationship (including relationships of the Respondent's employees and Town employees) create or could be perceived to create a conflict of interest.

The Town may rescind or terminate a Contract entered into if it subsequently determines that the Respondent failed to declare an actual or potential conflict of interest during this RFP process.

7.9. Confidentiality:

All information provided to Respondents by the Town as part of this RFP process is the sole property of the Town and must not be disclosed further without the written permission of the Town.

7.10. No Contract A and No Claims:

This RFP process is not intended to create and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town and any Respondent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Respondent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract for the Equipment.

Without limiting the above paragraph, no Respondent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Respondent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or Proposal preparation costs should the Town not execute a Contract with the Respondent for any reason whatsoever.

7.11. Right to Cancel RFP:

Although the Town fully intends to conclude a Contract as a result of this RFP, the Town may at its sole discretion, cancel or amend this RFP process at any time without any liability to any Respondent.

7.12. Governing Law and Trade Agreements:

This RFP is governed by the laws of the Province of Alberta and any other agreements which exist between the Province of Alberta and other jurisdictions.

7.13. RFP Basis:

This RFP is not a tender and does not commit the Town in any way to select a Supplier, or to proceed to negotiations for a Contract, or to award any Contract, and the Town reserves the complete and absolute right, at any time and for any reason, to reject all Proposals, and to terminate this RFP process without compensation to any Respondent. The lowest price Proposal will not necessarily be selected and the Town reserves the right to reject any and all Proposals. Without limitation:

- a) The Town has the right to consider selecting the Proposal, which in its sole discretion, it deems most advantageous to its interests, and in each such case, without giving any notice and without liability to Respondents;
- b) Any awards shall be based on Proposals which the Town perceives, in its sole discretion, as giving the greatest value based on quality, service, price, reputation, experience, and other criteria, whether disclosed or not;
- c) Proposals with qualifying conditions or otherwise failure to conform to these instructions may be disqualified or rejected. The Town may, however, in its sole discretion, elect to retain for consideration Proposals which are non-conforming because they do not contain the content or form required by these instructions or because they have not complied with the process for submission set out herein;
- d) The Town retains the additional right, in its sole discretion, to waive irregularities in the form of submission of the Proposal, whether of a minor or major nature;
- e) The Town may reject any Proposal which omits or fails to include any one or more items in the Proposal for which a price is required by the RFP; and

- f) The Town reserves the right, in its discretion, to further negotiate with any Respondent as detailed in section 6 of this Part B. In no event will the Town be required to offer any modified terms to any other Respondent prior to entering into a Contract with the Supplier, and the Town shall incur no liability to any Respondent whatsoever under this RFP and the RFP process, including as a result of such negotiations, modifications, or contract awards.

Part C: The Contract



This Part C details the Contract terms and conditions that the Town will enter into with the Supplier at the conclusion of the process outlined in Section 6.6 of Part B.

This Part C is provided for information only, and Respondents are not required to complete any details herein.

CONTRACT FOR THE SUPPLY OF STANDBY DIESEL POWER GENERATOR SYSTEM EQUIPMENT

THIS AGREEMENT is made as of _____, 2024 (the "Effective Date")

BETWEEN: **TOWN OF OKOTOKS**
5 Elizabeth St, Station Main
Okotoks, AB.
(the "**Town**")

AND: **[SUPPLIER NAME]**

(the "**Supplier**")

WHEREAS the Town wishes to engage the Supplier to supply and provide certain Equipment and related services to the Town and the Supplier wishes to contract with the Town to provide such Equipment and Services to the Town, THIS AGREEMENT is evidence that in consideration of the promises exchanged below, and other good and valuable consideration, (the receipt and sufficiency each party acknowledges), the Town and the Supplier agree as follows:

Definitions

1. In this Agreement, in addition to the words defined above and elsewhere in this Agreement,
 - (a) "**Additional Services**" means the additional work and services, if any, described in **Schedule B**.
 - (b) "**Town Representative**" means _____ or such other person as the Town may appoint in writing.
 - (c) "**Delivery Date**" means the last date for delivery of the Equipment as specified in the Performance Schedule.

- (d) **"Delivery Services"** means the delivery services described in **Schedule B**.
- (e) **"Engineering Services"** means the engineering services, if any, described in **Schedule B**.
- (f) **"Equipment"** means the equipment described generally in **Schedule A**.
- (g) **"Equipment Price"** means the purchase price amount specified in **Schedule C** for the Equipment, which purchase price excludes goods and services tax ("**GST**").
- (h) **"Equipment Specifications"** means the specifications for the Equipment referred to or listed in **Schedule A** and any changes or additions to such specifications as are approved by the Town Representative in writing in accordance with this Agreement.
- (i) **"Governmental Approvals"** means any licenses, permits, consents, authorizations, certificates, operating certificates and other approvals of any kind from any Governmental Authority that are required for or in connection with the performance of the Services.
- (j) **"Governmental Authority"** means any federal, provincial, local or other government or governmental agency, authority, board, bureau or commission.
- (k) **"Performance Schedule"** means the schedule for the performance of the Services attached as **Schedule D**.
- (l) **"Payment Schedule"** means **Schedule C**.
- (m) **"RFP"** means the Town's Request for Proposals for the Equipment and Services reference #24-134 including any addenda issued by the Town with respect to that Request for Proposals.
- (n) **"Services"** means the following services and work:
 - (i) the supply, manufacturing, testing, and delivery of the Equipment, including the Delivery Services;
 - (ii) the Engineering Services, if any;
 - (iii) the Additional Services, if any.
 - (iv) any other services and work described in this Agreement.
- (o) **"Standards"** means any and all laws, enactments, bylaws, statutes, regulations, rules, orders, permits, licenses, codes, building codes, professional standards and specifications (including Canadian Standards Association standards) applicable to the provision of the Services, as they are in force from time to time or in the latest current version, as the case may be.
- (p) **"Supplier Personnel"** or **"Manufacturer's Representative"** means any individuals identified by name in the Supplier's Proposal and any individuals employed or otherwise engaged by the Supplier to perform the Services with the prior consent of the Town.

- (q) **"Supplier's Proposal"** means the Supplier's written proposal to the Town for supply of the Equipment and Services, dated _____.

Equipment Supply & Purchase

2. In accordance with the terms and conditions of this Agreement, the Supplier shall sell the Equipment to the Town and the Town shall purchase the Equipment from the Supplier.

Supplier Services General Requirements

3. The Supplier shall perform the Services and shall do so in accordance with all Standards and the terms and conditions of this Agreement.

4. The Supplier shall:

- (a) ensure that the Equipment is designed and manufactured so that it meets the Specifications, all applicable Standards and any other requirements of this Agreement;
- (b) supply all labour, machinery, equipment, tools, supplies, material, labour and other services and things necessary to perform the Services in accordance with this Agreement;
- (c) obtain, maintain in good standing and comply with the terms of all Governmental Approvals;
- (d) perform promptly and safely all of its obligations under this Agreement;
- (e) be just and faithful in the performance of its obligations under this Agreement, in its dealings with the public and in its dealings with the Town, the Town Representative and other Town representatives; and
- (f) pay all costs and expenses whatsoever associated with performing the Services and its other obligations under this Agreement.

Schedule

5. The Supplier shall perform the Services in accordance with the Performance Schedule.

6. The Supplier shall deliver the Equipment to the Town, in accordance with the Delivery Services requirements, by no later than the Delivery Date.

7. The Supplier shall not deliver the Equipment to the Town before the '**earliest delivery date**' if any such date is specified in the Performance Schedule.

8. The Town Representative and the Supplier may alter the Performance Schedule by written agreement.

Supplier Personnel

9. The Supplier shall use only the Supplier Personnel to perform the Services to be performed by such Supplier Personnel as identified in the Schedule B, unless otherwise approved in writing by the Town Representative.

10. If it is necessary to replace an individual who is Supplier Personnel because of death, illness or injury, resignation or employment termination, the Supplier shall promptly arrange for a replacement who is acceptable to the Town Representative and who has been fully trained for the provision of the Services.

11. The Supplier shall ensure that all Supplier Personnel are at all times available to perform the Services required to be performed by them.

12. The Supplier represents and warrants to, and covenants with, the Town that the Supplier and the Supplier's employees who perform the Services, including the Supplier Personnel, have and shall have the education, training, skill, experience and resources necessary to perform the Services in accordance with this Agreement and the Supplier acknowledges and agrees that the Town has entered into this Agreement relying on the representations, warranties and covenants in this section.

13. The Supplier shall promptly remove and replace any employee performing any of the Services where the Town Representative is of the opinion that the individual lacks the skills or qualifications to perform the applicable Services or has, in performing the Services, been negligent or engaged in misconduct and the Supplier shall ensure that any person so removed does not thereafter perform any Services.

Town's Representative

14. The Town appoints the Town Representative as the only person authorized by the Town to communicate with the Supplier in respect of this Agreement and the Services.

Remuneration and Reimbursement

15. The Town shall pay the Supplier for the performance of the Services, including the supply of the Equipment, in accordance with the Payment Schedule. The Supplier shall not be entitled to any compensation whatsoever from the Town, including reimbursement for Supplier costs and expenses, except as set out in Payment Schedule and as may otherwise be approved by the Town Representative by way of Contract Addendum (as defined below).

16. Except as expressly provided in this Agreement, the Supplier shall be solely responsible for all costs and expenses associated with performing the Services and the Supplier's other obligations

under this Agreement, including costs of manufacturing, assembly, storage, labour, supervision, management, overhead, insurance, equipment, transportation, travel, fuel, delivery, tools, supplies and materials, office expenses, brokerage costs, import duties and taxes (except GST on the Equipment and the Services as applicable).

Taxes

17. The Town shall be responsible for paying any GST payable by the Town as purchaser of the Equipment and the Services.

Invoices & Payment

18. The Supplier may deliver invoices to the Town at such times and for such amounts as may be specified in the Payment Schedule. If and to the extent the Town Representative is satisfied that an invoice is properly due and payable in accordance with the Payment Schedule and is for Services satisfactorily performed by the Supplier, the Town Representative shall approve of the invoice or a portion thereof and the Town shall pay the Supplier the approved portion of the invoice within 30 days after receipt of such invoice by the Town.

19. The Supplier shall ensure that all invoices under the preceding section show an itemized list of the tasks with respect to which payment is claimed, with such specification as may be required by the Town Representative, and the Supplier shall attach to each such invoice a brief report detailing the Services completed to date, the Services completed during the period covered by the invoice and the outstanding Services.

20. Notwithstanding any other provision of this Agreement, in no circumstances shall the Town be obligated to make further payment to the Supplier if and for so long as the Town Representative is of the opinion that the compensation paid to the Supplier to date as a share of the total compensation that is payable to the Supplier to complete the Services exceeds the Services completed to date as a share of all of the Services and in such circumstances the Town Representative may choose not to approve of an invoice or a part thereof.

21. Where this Agreement permits the Town Representative to refuse to approve of all or a part of an invoice, no interest shall be payable by the Town to the Supplier with respect to such unapproved invoice or portion thereof.

Changes to Equipment or Services

22. The Town may request that the Supplier make changes to the Equipment Specifications or that the Supplier perform services in addition to the Services.

23. No change to the Equipment Specifications shall be effective, and the Supplier shall not proceed with any services in addition to the Services or be entitled to any compensation for such additional services, except where the change to the Equipment Specifications or provision of additional services

and the change in Supplier compensation for such change in Equipment Specifications or additional services, as the case may be, are approved by a written addendum to this Agreement that meets all of the following requirements (a "**Contract Addendum**"):

- (a) The addendum must be in writing and entitled "Contract Addendum";
- (b) The addendum must be signed by the Town Representative and the Supplier;
- (c) The addendum must describe the additional services or Equipment Specification change and identify them as "Additional Services" or "Equipment Specification Change"; and
- (d) The addendum must specify the change in compensation to be paid by the Town to the Supplier resulting from such Equipment Specification change or additional services, including any details regarding the timing of and pre-conditions to such payment.

Certificate of Acceptance, Title and Risk

24. Following delivery to the Town in accordance with all Delivery Services requirements to the satisfaction of the Town Representative, the Town Representative, together with such other Town employees, contractors, consultants and advisors as the Town Representative considers advisable, shall inspect the Equipment and if the Town Representative is satisfied with such visual inspection that the Equipment meets the requirements of this Agreement, the Town Representative shall confirm the Town's acceptance of the delivery of the Equipment by issuing and signing a written acceptance certificate (the "**Certificate of Acceptance**").

25. For clarity, no inspection of the Equipment by the Town Representative or any Town employees, contractors, consultants and advisors shall affect the Supplier's obligations under this Agreement, nor shall issuance of the Certificate of Acceptance affect such Supplier obligations, including the Supplier's obligation to ensure the Equipment meets the Equipment Specifications, all applicable Standards and all other requirements of this Agreement.

26. Title to the Equipment shall vest to the Town upon full payment of the Equipment and risk shall pass to Town upon delivery of the Equipment.

Equipment Warranty and Warranty Holdback

27. The Supplier warrants that:

- (a) the Equipment shall be manufactured in accordance with, and shall meet, the Equipment Specifications and all applicable standards,
- (b) the Equipment shall, on delivery to the Town, be free of all defects and deficiencies;

Supply of Diesel Backup Power Generator

- (c) upon issuance of the Certificate of Acceptance, the Town shall have and enjoy quiet possession of the Equipment and the Equipment shall be free from any charge or encumbrance in favour of any third party; and
- (d) the Equipment shall be fit for the Town's proposed use of the Equipment as set out in the RFP.

28. If during the one-year period following the date of issuance of the Certificate of Acceptance (the "**Warranty Period**"), the Town identifies any defects or deficiencies in the Equipment, the Town may, by its own forces or using contractors, correct and remedy such defect or deficiency and the Supplier shall pay the Town's cost of doing so if the Supplier does not correct and remedy such defect or deficiency within 14 days following notice from the Town. For clarity, the Town's rights under this section shall not affect any warranty provided by the Supplier under this Agreement.

Manufacturer Warranties & Operating Manuals

29. Prior to the issuance of the Certificate of Acceptance, the Supplier shall deliver to the Town Representative:

- (a) all warranties provided by the manufacturers of components of the Equipment, including any warranties specifically required in the Equipment Specifications,
- (b) such documentation as the Town Representative may require in order to assign the warranties under the preceding paragraph to the Town, duly executed by the Supplier; and
- (c) all operating manuals pertaining to the Equipment

Indemnity

30. The Supplier shall indemnify, and save harmless, the Town, and its elected and appointed officials, employees, Suppliers and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions and proceedings, suffered, made, incurred, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner caused by, based upon, occasioned by or attributable to, any wilful or negligent act or omission, or other actionable wrong, on the part of the Supplier, its employees, Suppliers or agents, connected with the performance or breach of this Agreement by the Supplier. The Supplier's obligations under this section shall survive the expiry or earlier termination of this Agreement.

Insurance Requirements

31. The Supplier shall obtain and maintain during the currency of this Agreement:

- (a) commercial general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with

Supply of Diesel Backup Power Generator

- the provision of the Services in an amount not less than \$5,000,000 per occurrence; and
- (b) automotive liability insurance for all motorized vehicles (owned and not owned) used in the provision of the Services in an amount of not less than \$2,000,000 per occurrence.

32. The Supplier shall cause all policies of insurance required to be taken out by it under this Agreement to be with insurance companies satisfactory to the Town and to:

- (a) name the Town as additional insured;
- (b) include that the Town is protected notwithstanding any act, neglect or misrepresentation by the Supplier which might otherwise result in the avoidance of a claim and that such policies are not affected or invalidated by any act, omission or negligence of any third party which is not within the knowledge or control of the insureds;
- (c) be issued by an insurance company entitled to carry on the business of insurance under the laws of Alberta;
- (d) be primary and non-contributing with respect to any policies carried by the Town and shall provide that any coverage carried by the Town is in excess coverage;
- (e) not be cancelled or materially changed without the insurer providing the Town with 30 days written notice stating when such cancellation or change is to be effective;
- (f) be maintained for a period of 12 months per occurrence; and
- (g) include a cross liability clause.

Insurance Certificates

33. The Supplier shall provide the Town with certificates of insurance confirming the placement and maintenance of the required insurance, promptly after a request to do so from time to time by the Town.

Town May Insure

34. If the Supplier fails to insure as required, the Town may effect the insurance in the name and at the expense of the Supplier and the Supplier shall promptly repay the Town all costs incurred by the Town in doing so. For clarity, the Town has no obligation to effect such insurance.

Workers Compensation

35. The Supplier shall, at all times, in providing the Services and otherwise performing its obligations under this Agreement, comply with the *Workers Compensation Act* and all regulations and orders from time to time in force thereunder, including the Occupational Health and Safety Regulation, and, upon request from the Town, provide evidence of any required registration under

that Act and evidence of compliance with any requirement under that Act to make any payments or pay assessments.

36. N/A.

Termination for Default

37. The Town may terminate all, or any part of, the Services, by giving notice of termination to the Supplier, which is effective upon delivery of the notice, if:

- (a) the Supplier breaches this Agreement and the Supplier has not cured the breach, within five days after notice of the breach is given to the Supplier by the Town; or
- (b) the Supplier becomes bankrupt or insolvent, a receiving order is made against the Supplier, an assignment is made for the benefit of its creditors, an order is made or resolution passed for the winding up or dissolution of the Supplier, or the Supplier takes the benefit of any enactment relating to bankrupt or insolvent debtors.

Without limiting any other right or remedy available to the Town, if the Town terminates part or all of the Services under this section, the Town may arrange, upon such terms and conditions and in such manner as the Town considers appropriate, for performance of all or any part of the Services remaining to be completed, and the Supplier shall be liable to the Town for any expenses reasonably and necessarily incurred by the Town in engaging the services of another person to perform those Services (including the amount by which the fees, disbursements and other costs payable by the Town exceed those that would have been payable to the Supplier for completion of the Services under this Agreement). The Town may set off against, and withhold from amounts due to the Supplier, such amounts as the Town estimates shall be required to cover the Town's costs of correcting any breaches of the Supplier's obligations under this Agreement and to be incurred by the Town to complete all or any part of the Services. Without limiting the rest of this section, if the Town terminates this Agreement before issuance of the Certificate of Acceptance: (i) the Town may elect not to accept or complete the purchase of the Equipment, in which case the Supplier shall repay all amounts paid by the Town to the Supplier pursuant to this Agreement within 21 days following notice from the Town of such election and the Town shall have no further payment obligations to the Supplier pursuant to this Agreement; and (ii) within 21 days following the notice of election under paragraph (i) of this section the Supplier shall, at its expense, pick up the Equipment from the Supplier, failing which the Town may store the Equipment at the expense of the Supplier to be paid by the Supplier within 21 days of receipt of an invoice from the Town from time to time and may at any time (including after any period of storage) elect to deliver the Equipment to the Supplier at the expense of the Supplier to be paid by the Supplier within 21 days of receipt of an invoice from the Town.

Records

38. The Supplier:

Supply of Diesel Backup Power Generator

- (a) shall keep proper accounts and records of its performance of the Services, including invoices, receipts and vouchers, which shall at all reasonable times be open to audit and inspection by the Town, which may make copies and take extracts from the accounts and records;
- (b) shall keep reasonably detailed records of performance of the Services, which shall at all reasonable times be open to inspection by the Town, which may make copies and take extracts from the records;
- (c) shall afford facilities and access to accounts and records for audit and inspection by the Town and shall furnish the Town with such information as the Town may from time to time require regarding those documents; and
- (d) shall preserve, and keep available for audit and inspection, all records described in this section for at least two years after completion of the Services, expiry of this Agreement or termination of this Agreement, whichever applies.

Copyright and Intellectual Property

39. The Supplier grants to the Town a non-exclusive, royalty-free licence to the Town for the sole purpose of using, maintaining and operating the Equipment supplied by or on behalf of the Supplier in performing the Services in which copyright may exist, including all drawings, plans, specifications, reports and other documents produced by or for the Supplier in connection with the Services. For clarity, the licences granted by this section shall survive the expiry or earlier termination of this Agreement.

40. N/A.

Town Information - Confidentiality

41. The Supplier shall treat with confidence, and will not, without the prior written consent of the Town Representative, disclose to anyone other than its employees who are performing the Services, or provide anyone (other than such employees) directly or indirectly with access to, any records, reports, studies, documentation, plans and copies thereof, and any other information whatsoever, supplied from time to time by the Town or any of its employees or representatives to the Supplier, or any of its employees or representatives, whether in oral, written, graphic, electronic, machine readable or physical form (other than information that is already in the public domain).

42. If required by the Town Representative, the Supplier shall, and shall cause any employees engaged in performing any of the Services to, execute a confidentiality agreement in such form as may be required by the Town Representative in respect of the Services.

Supplier Confidential Information - *Freedom of Information and Protection of Privacy Act*

43. The Supplier acknowledges and agrees that the Town is subject to the provisions of Alberta's *Freedom of Information and Protection of Privacy Act* (FOIP) under which the Town may be obligated to provide a person with access to any record (as defined in FOIP) in the custody or under the control of the Town and that the authority of the Town to refuse to disclose a record containing third party confidential information is limited as set out in FOIP. If the Supplier considers that information supplied by it to the Town in connection with the performance of the Services is confidential information that should not be disclosed to a person making a request under FOIP, the Supplier should identify this information to the Town and indicate that the information is supplied in confidence. The Supplier should refer to FOIP in this regard and acknowledges and agrees that the Town may be required to disclose Supplier information even where the Supplier stipulates that such information is supplied in confidence. The Supplier acknowledges and agrees that any information included in this Agreement (including in the schedules to this Agreement) is not supplied in confidence.

Conflicts of Interest

44. The Supplier represents and warrants that neither it nor any of its officers, directors, shareholders employees has any financial or personal relationship or affiliation with any Town elected official, officer or employee, or any of their immediate family members, that the Supplier has not disclosed in writing to the Town prior to the execution of this Agreement and the Supplier shall notify the Town should any such relationship or affiliation arise during the performance of the Services under this Agreement. If the Town at any time discovers the existence of any such relationship or affiliation that was not disclosed to the Town before the execution of this Agreement and that, in the Town's opinion, in its sole discretion, gives rise to or may, in the Town's opinion, give rise to a conflict of interest of interest, the Town may terminate this Agreement effectively immediately upon notice to the Supplier.

45. Unless approved in writing by the Town's Representative, the Supplier shall not, during the Term, enter into any contract with, or provide services to or for, any person (including any corporation or partnership of any kind) that, in the Town's opinion, gives rise to or may give rise to a conflict between the Supplier's duties or loyalty to the Town and Supplier's duties or loyalty to such other person. If the Town at any time discovers the existence of such contract or service relationship that, in the Town's opinion, in its sole discretion, gives rise to or may give rise to such a conflict, the Town may terminate this Agreement effectively immediately upon notice to the Supplier.

Agreement for Services

46. This is an agreement for the performance of services and the Supplier is engaged under this Agreement as an independent contractor for the sole purpose of providing the Services. This Agreement does not create a joint venture or partnership. Neither the Supplier nor any of its

employees or contractors is engaged by the Town as an agent of the Town or has any authority to bind the Town in any way whatsoever.

Withholding Taxes & GST

47. The Supplier will pay and remit, and otherwise be responsible for, all withholding taxes, income taxes, Canada Pension Plan contributions, employment insurance deductions and any other deductions required by the applicable provincial or federal statutes for the Supplier and any of its employees. The Supplier agrees to indemnify and hold harmless the Town should the Town be required to pay any remittances described above.

Subcontracting

48. The Supplier shall not subcontract the performance of any of its obligations under this Agreement without the prior written approval of the Town Representative in his or her sole discretion.

Assignment

49. The Supplier shall not assign this Agreement or the benefit hereof without the prior written consent of the Town, at its sole discretion.

Time of the Essence

50. Time is of the essence of this Agreement.

Alternative Rights and Remedies

51. Exercise by the Town of any right or remedy party, whether in or under this Agreement or at law or in equity, shall not limit or affect any other right or remedy of any kind, whatever its source, that the Town may have against the Supplier and shall not affect the Town's rights to exercise other rights or remedies against the Supplier.

Notice

52. Any notice, direction, demand, approval, certificate or waiver (in this section a "**Notice**") which may be or is required to be given under this Agreement shall be in writing and delivered personally or by courier or sent by e-mail, addressed as follows:

- (a) To the Town:
Town of Okotoks
E-mail Address:
Attention:

(b) To the Supplier:

E-mail Address: _____

Attention:

or to such other address or e-mail address of which notice has been given as provided in this section.

A Notice, if delivered personally or by courier, shall be considered given on the day it is delivered or, if sent by email, shall be considered given on the day it is sent, provided that if in either case the day of delivery or sending is not a business day, then the Notice shall be considered given on the next following business day after delivery or sending, as the case may be. In this section, business day means a day other than a Saturday, Sunday or Alberta statutory holiday.

Interpretation and Governing Law

53. In this Agreement

- (a) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including";
- (b) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (c) reference to a particular numbered section or Schedule is a reference to the correspondingly numbered section or Schedule of this Agreement;
- (d) the word "enactment" has the meaning given to it in the *Interpretation Act* (Alberta) on the reference date of this Agreement;
- (e) reference to any enactment is a reference to that enactment as amended or replaced from time to time, unless otherwise expressly provided;
- (f) reference to a month is a reference to a calendar month; and
- (g) section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement.

54. This Agreement is governed by, and is to be interpreted according to, the laws of Alberta.

Binding on Successors

55. This Agreement enures to the benefit of and is binding upon the parties and their respective successors, trustees, administrators and receivers, despite any rule of law or equity to the contrary.

Entire Agreement

56. This Agreement is the entire agreement between the parties and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

Waiver

57. Waiver of any default by either party shall be express and in writing to be effective, and a waiver of a particular default does not waive any other default.

As evidence of their agreement to be bound by this Agreement, the parties have executed this Agreement below.

TOWN OF OKOTOKS by its authorized signatories:

Signature

Name

SUPPLIER by its authorized signatories:

Signature

Name

Schedules:

Schedule A – General Description of Equipment and Specifications (including warranty requirements)

Schedule B – Ancillary Services

Schedule C – Payment Schedule

Schedule D – Performance Schedule

Part D: Submission Forms



This Part D contains forms detailing the information that should be submitted with the Proposal, as detailed in Part B.

Part D Contents:

This Part D contains the following forms:

- Appendix A – Pricing Form
- Appendix B – Proposed Equipment Details Form
- Appendix C – Schedule / Lead Times Form
- Appendix D – Warranty Details Form
- Appendix E – Exceptions to Contract Form

APPENDIX A – PRICING FORM



Proposals must include this Appendix A – Pricing Form, with all pricing tables with blue header-rows completed. No changes to this form shall be made, except for completing the requested pricing and information in the spaces provided.

The form should be completed, and the completed form must be uploaded with the Proposal as prompted by the 'Document Upload' instructions in the *Bids & Tenders* System.

Evaluation Factors:

The pricing submitted under this form will be evaluated using the Scoring Method detailed in Part B of this RFP.

1. Equipment & Services Lump Sum Price:

- a) For supply of the Equipment and ancillary Services, as detailed in Part A, the Town shall pay the Supplier the Total Lump Sum Equipment Price, as detailed below.
- b) All amounts are in Canadian Dollars, and are inclusive of all applicable duties and taxes, except for the GST which shall be itemized separately where indicated.
- c) The Total Lump Sum Equipment Price shall be all-inclusive and fixed for the Contract Term, and shall include for any changes in; inflation, material or component costs, currency exchange rates, or other variable costs over the Contract Term.

ITEM	EQUIPMENT/SERVICES ITEM DESCRIPTION	LUMP SUM PRICE
1	Diesel-engine driven standby electric generator set, including 2-year warranty and spare parts for the Equipment (as per Specifications/requirements in Part A & Supplier's Proposal)	\$
2	Shop Drawings, O&M Manuals, Instructions for storage, instructions for installation, and Other Submittals for the Equipment (as per the Specifications). Include allowance for modification of shop drawings to reflect 'As-built' conditions following installation and commissioning.	\$
3	Delivery of all Equipment to the Midline Pump Station Site (NW ¼ SEC 21-21-28-4 W4M). Includes loading, transportation, and unloading of the Equipment on site. Coordination with the Contractor of the midline pump station for delivery and unloading.	\$
4	Certification of Equipment Installation, Operation & Maintenance Training and Equipment Performance Testing as defined by the Specifications (Field Start-up/Testing and Commissioning, including load bank test) (Assume 2 Trips of 2 Days each). Price includes labour & overheads, travel to/from site, all expenses & disbursements.	\$
5	End of Warranty Inspection (Assume 1 Trip of 1 Day). Price includes labour & overheads, travel to/from site, all expenses & disbursements.	\$
6	Any Other Costs for Equipment Items / Services to make Equipment fully effective and operational (specify if any):	\$
TOTAL LUMP SUM EQUIPMENT PRICE, EXCLUDING GST: (SUM OF ITEMS 1 TO 6)		\$

2. Optional Prices:

The following optional Equipment features or Support Services may be executed at the time of the Contract, or throughout the Contract term, at the Lump Sum Price adjustments listed below:

	OPTIONAL EQUIPMENT FEATURES OR SUPPORT SERVICES ITEM:	ADJUSTMENT TO 'TOTAL LUMP SUM EQUIPMENT PRICE' SHOWN IN SECTION 1. ALL PRICES EXCLUDE GST.
1	Extra Site Attendance (1 Trip of 1 Day). Price includes labour & overheads, travel to/from site, all expenses & disbursements.	ADD: \$
2	Other Additional Items or Services (Specify details of any offered in Appendix B, Optional Items)	ADD: \$
3	Per-month charge for storage of the Equipment at the Supplier's facility if the pump site is not for the equipment delivery. If extended storage is requested by the Town, the Town is willing to negotiate changes to the payment schedule.	ADD: \$
4	Additional charge to deliver the Equipment to the Town of Okotoks Operations Yard, should the Midline Pump Station Site not be ready to receive the Equipment.	ADD: \$

3. Equipment Price Payment Schedule:

In accordance with Section 18 of the Contract (Part C of this RFP), the Supplier may deliver invoices to the Town for payment of the Total Lump Sum Equipment Price specified in Section 1 in accordance with the following payment milestones:

- 10% of Total Lump Sum Equipment Price following Town's approval of Supplier's Shop Drawings
- 70% of Total Lump Sum Equipment Price following completion of Delivery of the equipment at the site of the FORW Midline Pump.
- 20% of Total Lump Sum Equipment Price following satisfactory completion of Equipment field Commissioning and Performance Testing in accordance with the Specifications, in the Town's sole opinion.

APPENDIX B – PROPOSED EQUIPMENT DETAILS FORM



Proposals must include this Appendix B – Proposed Equipment Details Form, with all tables with blue header-rows completed. No changes to this form shall be made, except for completing the requested information in the spaces provided. Supporting Documents requested should be attached to the Appendix B submission and clearly marked as “Appendix B – Proposed Equipment Details Form: Supporting Documents”.

This form should be completed with; a PDF writer program; or by print, hand completion and scan. The completed form, plus supporting documents, must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

- Pursuant to Part B of the RFP, the evaluation committee will determine during the ‘Mandatory Criteria’ phase whether the Form is a ‘Pass’ or ‘Fail’ according to the following criteria:

Score	Criteria
PASS	a) The Proposal includes all the details and documents requested in sections 1 – 3. b) Compliance with the design requirements outlined in the Equipment Specifications. Where deviations from the Equipment Specifications exist, the Engineer will evaluate to confirm whether the necessary performance criteria of the Equipment are met.
FAIL	The Proposal does not meet the ‘Pass’ criteria stated above.

1. Specification Compliance:

Please check **either** statement A **or** statement B below:

Specification Compliance Statement:

STATEMENT A:

☐

We have read the Equipment Specifications and requirements detailed in Part A, including Specifications:

- 26 32 13.0 – Engine Generators Basic
- 26 32 13.1 – Generators
- 26 32 13.2 – Engine
- 26 32 13.3 – Cooling Equipment
- 26 32 13.4 – Exhaust Equipment
- 26 32 13.5 – Starting System
- 26 32 13.6 – Alarms and Instrumentation

and confirm that the Equipment proposed meets all Specification requirements.

STATEMENT B:

☐

We have read the Equipment Specifications and requirements detailed in Part A, including Specifications:

- 26 32 13.0 – Engine Generators Basic
- 26 32 13.1 – Generators
- 26 32 13.2 – Engine
- 26 32 13.3 – Cooling Equipment
- 26 32 13.4 – Exhaust Equipment
- 26 32 13.5 – Starting System
- 26 32 13.6 – Alarms and Instrumentation

and confirm that the Equipment proposed meets all Specification requirements, except for the variances detailed below: (please specify, attach further sheet if required.)

--

2. Supporting Documents:

Please attach the following to your Appendix B submission as "Supporting Documents":

a) **Generator Data Sheet**

b) **Drawings / P&ID:** Please provide general arrangement drawings and P&ID of the proposed Equipment.

c) **Specification Sheets:** Please provide specification sheets and operation descriptions for the following equipment:

- i. Engine
- ii. Generator
- iii. Alternator
- iv. Control Panel(s)
- v. Engine Monitoring and Controls
- vi. Generator Monitoring and Controls

Note: Specification sheets shall include:

- Dimensional drawings with physical size, height, weight, and footprint of the entire system.
- Typical layout drawings.
- Capacity and operating requirements.
- Materials of construction.

d) **Installation, Operation and Maintenance:** Please provide the following:

- i. Equipment offload, storage, and installation instructions and list of major equipment/tools required.
- ii. Description of the coordination, instructions and requirements for performing maintenance on the supplied equipment.
- iii. Details on crane requirements for lifting/hoisting (i.e. capacity).

3. Operating Costs, Maintenance and Service Requirements:

- a) **Operating Cost Information:** Please complete the following table for the Backup Power Equipment proposed:

#	OPERATING COST ITEM
1	
2	
3	
4	
5	
6	
7	
8	

- b) **Major Component Manufacturers:**

Provide the following details in a consolidated format in the box below:

Provide details on major component manufacturers and systems assembly locations for the Equipment.

c) **O&M Task Details:**

Provide the following details in a consolidated format in the boxes below:

List operations and maintenance (O&M) tasks, frequency, manpower, material and equipment required to service the Backup Power Equipment components:

d) **Maintenance Shutdowns:**

Provide the following details in a consolidated format in the box below:

List frequency, purpose, and duration of major required maintenance shutdowns:

e) **Owner's Plant Operator O&M Activities:**

Provide the following details in a consolidated format in the box below:

List the O&M activities that can be performed by the Owner's plant operator staff.

f) Spare Parts:

Provide the following details for recommended replacement parts for the Backup Power Equipment components for five (5) years of operation:

Description	Quantity	Unit Price	Standard Delivery Time	Location
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
		\$		
Note: The unit prices shall include all applicable custom duties, shipping charges to site and federal sales tax.				

APPENDIX C – SCHEDULE / LEAD TIMES FORM



Proposals must include this Appendix C – Schedule / Lead Times Form, with the requested information provided.

This section of your Proposal must be labelled as “Appendix C – Schedule / Lead Times Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

- Pursuant to Part B of the RFP, the evaluation committee will determine during the ‘Mandatory Criteria’ phase whether the Form is a ‘Pass’ or ‘Fail’ according to the following criteria:

Score	Criteria
PASS	The Schedule Dates/Durations meet or exceed all of the Town’s date requirements, as detailed in Part A of the RFP Documents.
FAIL	The Proposal does not meet the ‘Pass’ criteria stated above.

1. Schedule Dates/Durations:

Provide the following details for Schedule Dates/Durations:

We undertake to supply and deliver to the following maximum timelines:

1. Shop drawings sent to Owner's Engineer for Review _____ week(s) from date of receipt of executed purchase contract.
3. Certified Drawings sent to Owner's Engineer ____ days after receipt of Reviewed Shop Drawings.
4. Installation, operating and maintenance manuals provided to Owner's Engineer _____ weeks from receipt of executed purchase contract.
5. All Backup Power Equipment delivered DDP to Owner's specified site at Okotoks, AB within _____ weeks from Supplier's receipt of Reviewed Shop Drawings from the Owner.
6. Notification required for installation/training/equipment performance testing assistance: _____ days.
7. Submission of complete documentation after equipment performance testing: _____ days.

APPENDIX D – WARRANTY DETAILS FORM



Proposals must include an Appendix D – Warranty Details Form, with all requested information provided.

This section of your Proposal must be labelled as “Appendix D – Warranty Details Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Scoring Method:

- Pursuant to Part B of the RFP, the evaluation committee will determine during the ‘Mandatory Criteria’ phase whether the Form is a ‘Pass’ or ‘Fail’ according to the following criteria:

Score	Criteria
PASS	The Proposal includes all the details required in section 1.
FAIL	The Proposal does not meet the ‘Pass’ criteria stated above.

1. Standard Warranty:

Provide, in a format of your choice, details on the Standard Equipment Supplier and Equipment Manufacturer warranties provided with the Equipment proposed, including the length of the warranty period, inclusions and exclusions (labour, parts, costs incurred).

Respondents should note the Owner’s requirement for an Equipment Warranty against defects in materials and workmanship, for a period of 24 months from completion of Equipment commissioning.

APPENDIX E – EXCEPTIONS TO CONTRACT FORM



Proposals must include this Appendix E – Exceptions to Contract Form, with all requested details completed. **No changes to this form shall be made**, except for completing the requested information in the spaces provided.

This section of your Proposal must be labelled as “Appendix E – Exceptions to Contract Form” and must be uploaded with the Proposal as prompted by the ‘Document Upload’ instructions in the *Bids & Tenders* System.

Evaluation Factors:

Factors to be considered during the evaluation in assessing the response to this Appendix will include:

- Ease for the Town in accepting any proposed exceptions to the terms and conditions.

1. Statement on Exceptions to Contract:

Please check **either** statement A **or** statement B below:

STATEMENT A:

☐

We have read the Contract in Part C and confirm we have no exceptions to the terms and conditions detailed, should we be selected as the Supplier.

We further understand that by selecting Statement A, the Town will be relying on this statement in the RFP evaluation, and there will be no further opportunity to make changes to the terms and conditions in Part C should we be selected as the highest-ranked respondent.

STATEMENT B:

☐

We have read the Contract in Part C and we have the following exceptions to the terms and conditions detailed, should we be selected as the Supplier:
(please specify exceptions in space below):