



SUPPLY AGREEMENT

(Goods/Equipment)

This Supply Agreement is made as of the _____ day of _____, 20__

Between:

CITY OF MOOSE JAW
("Moose Jaw")

and **<NAME OF SUPPLIER>**
(the "Supplier")

Moose Jaw wishes to engage the Supplier for the supply of the products to Moose Jaw. Accordingly, Moose Jaw and the Supplier agree as follows:

1. Contract Documents: The rights and obligations of Moose Jaw and the Supplier are set forth in this Contract, and the following attached Schedules:

- Schedule A - Scope of Supply
- Schedule B - Commercial Terms
- Schedule C - General Conditions

All capitalized terms used in this Contract and not otherwise defined shall have the meanings given to such terms in Schedule C – General Conditions.

2. Goods: The Supplier shall supply the Goods and any ancillary Services described in the attached Schedule A – Scope of Supply in accordance with this Contract.

3. Payment: Moose Jaw agrees to pay the Supplier for the Goods supplied and any Services performed, the amounts set forth in the attached Schedule B – Commercial Terms, at the times and in the manner prescribed by this Contract.

4. Counterparts: This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail, and all the counterparts taken together constitute one and the same instrument.

5. Notices: All notices or other communications between the parties under this Contract shall be in writing and delivered to the address set out below:

Moose Jaw:	Supplier:
228 Main St. N. Moose Jaw, SK S6H 3J8	<insert address>
Attention: Monica White, Deputy City Comptroller	Fax: (<area code>) <fax number>
	Attention: <name or title>

6. Binding Agreement: Moose Jaw and the Supplier, intending to be legally bound, have signed this Contract.

CITY OF MOOSE JAW

[SUPPLIER]

By: _____
Name: Brian Acker
Title: Director of Financial Services

By: _____
Name: _____
Title: _____

SCHEDULE A – SCOPE OF SUPPLY

The City of Moose Jaw is looking for a qualified supplier to provide various PPE by way of a vending machine. Vending machines can be either a coil type or sensor type and need to be able to automatically dispense and report based on employee card/number, costing centre, product/part numbers and product descriptions. Capability for select City of MJ staff to request/generate vending machine report on an as needed basis. Vending machines need capability to provide restricted access to only certain employees for some PPE items,

Specifications

PPE supplied needs to conform to CSA standards provided on listing. Quantities are estimates and therefore could vary from actual purchase. Prices listed for the products shown should be net of tax and not include Goods and Services Tax or the Provincial Sales Tax. City reserves the right to request additional/different products than what is listed above and can request pricing on same. The City of Moose Jaw is looking to minimize administrative work for multiple cost centers and a way to provide accountability for users.

Delivery Terms

To be delivered FOB 1010 High St. W. and restocked in vending machines by vendor. Vending machines to be owned, stocked and serviced by vendor. Any shipping and handling, duty charges, or any other type of fees, are expected to be included in the pricing proposal. Quantities in vending machines to be monitored and restocked by vendor so that minimum level of products is maintained. (Minimum levels for all products to be determined) Should products be discontinued; it is vendor's responsibility to advise City and offer substitute product which the City can evaluate to determine equivalency to original product. Restocking required on a minimum weekly basis at no cost to the City of Moose Jaw. Servicing of vending machines is on an as-need basis (same day) at no cost to City of Moose Jaw.

Payment Terms

Monthly invoices for products dispensed to be submitted electronically to AccountsPayable@moosejaw.ca. Invoices to be accompanied by vending machine report showing items dispensed. Goods and Services Tax and Provincial Sales Tax are to be shown separately on all invoices.

Related Deliverables

Vendor must provide the following:

Number and type of vending machines proposed.

Dimensions of vending machines

Installation requirements (power connections, **etc.**)

Demo of vending machine upon request including process of activating/deactivating employees

Sample report of vending machine showing product/part numbers, descriptions, cost center and employee number

Select City of MJ staff must be able to request/generate vending machine report on as -needed basis.

SCHEDULE B – COMMERCIAL TERMS

1. Contract Price

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

Automatically dispensed goods from vending machine as listed on vending machine report for prices as indicated on list or catalogue of vendable goods provided with submission.

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

2. Delivery Location

- 2.1 The Contract Price is based on the Supplier shipping all Goods Delivered Duty Paid (Incoterms, 2010) to 1010 High St. W, Moose Jaw, SK (the "**Delivery Location**").

3. Delivery Schedule

- 3.1 The Supplier shall complete delivery of the Goods:

on weekly basis restocked in vending machine

- 3.2 Partial shipments permitted: Yes or No

4. Invoicing

- 4.1 The Supplier may invoice Moose Jaw:

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

subject to and in accordance with this Contract.

- 4.2 Invoices may be submitted electronically to Accountspayable@moosejaw.ca. Invoices shall be accompanied by such documentation and information as Moose Jaw may reasonably require.

SCHEDULE C – GENERAL CONDITIONS

ARTICLE 1: INTERPRETATION

1.1 Definitions

In this Contract:

- (a) "**Alternative Terms**" means any terms or conditions contained in any document which has been or may in the future be supplied to Moose Jaw by the Supplier which are in addition to, different from, inconsistent with, or attempt to vary this Contract, whether such terms or conditions are set forth in the Supplier's bid, proposal, order acknowledgement, invoice or otherwise disclosed to Moose Jaw;
- (b) "**Claim**" means any claim, demand, action, cause of action, suit or proceeding;
- (c) "**Confidential Information**" means: (i) the terms and conditions of this Contract; (ii) all knowledge and information concerning the technical, commercial and business operations of Moose Jaw; (iii) any third party proprietary information in the custody and control of Moose Jaw; or (iv) any personal information as defined in *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan); which may be acquired by the Supplier in the course of negotiation or performance of this Contract;
- (d) "**Contract**" or "**Contract Documents**" means the Signed Agreement together with: (a) all of the schedules attached to the Signed Agreement and all documents incorporated by reference into those schedules; and (b) all other amendments to this Contract from time to time, duly executed by the parties;
- (e) "**Contract Price**" means the aggregate or total contract price specified in Schedule B – Commercial Terms for the delivery of the Goods and performance of any Services, excluding applicable GST and PST which is required to be levied on such contract price;
- (f) "**Delivery Location**" means the location specified in Schedule B – Commercial Terms where the Goods are to be delivered or the Services are to be performed;
- (g) "**Effective Date**" means the date first written on the Signed Agreement;
- (h) "**General Conditions**" means this Schedule of General Conditions attached to the Signed Agreement;
- (i) "**Goods**" means the supply of the materials or equipment set out in Schedule A – Scope of Supply;
- (j) "**GST**" means the goods and services tax as provided for in the *Excise Tax Act* (Canada), or any successor or replacement Laws;
- (k) "**Laws**" means any applicable federal, provincial, or local law, regulation, bylaw, ordinance, rule, permit, license or code of every relevant jurisdiction that in any manner affects the Goods and any Services or the performance of the Supplier's obligations under this Contract and any

order, decree, authorization or approval, or other binding determination of any relevant governmental authority, body, tribunal or agency with jurisdiction over the foregoing;

- (l) **"Moose Jaw"** has the meaning set out on the Signed Agreement;
- (m) **"Moose Jaw Personnel"** means the City of Moose Jaw and its Councillors, agents, officers, directors and employees, or any of them;
- (n) **"PST"** means provincial sales tax as provided for in *The Provincial Sales Tax Act* (Saskatchewan), or any successor or replacement Laws;
- (o) **"Services"** means the performance of all services set out in Schedule A – Scope of Supply, including, without limitation, the re-performance of any deficient or defective Services;
- (p) **"Signed Agreement"** means the Supply Agreement signed by the parties to which the Contract schedules are attached (if applicable); and
- (q) **"Supplier"** has the meaning set out on the Signed Agreement.

1.2 Rule of Interpretation

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

1.3 Law of the Contract

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

1.4 Entire Agreement

- (a) This Contract constitutes the entire and only agreement between the parties, and supersedes and cancels all pre-existing agreements and understandings between the parties relating to the subject matter of this Contract.
- (b) Moose Jaw rejects all Alternative Terms. Moose Jaw's acceptance of the Goods or any Services is not an implied acceptance of any Alternative Terms.

ARTICLE 2: GOODS AND SERVICES

2.1 Quality Requirements

The Supplier acknowledges and agrees that:

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

- (b) unless otherwise stated in this Contract, all Goods must be of good quality, new and undamaged;
- (c) the Goods must be free from defects in design, materials and workmanship at the time the Goods are received at the Delivery Location;
- (d) the Goods must be fit and suited for Moose Jaw's purpose and use specified in this Contract; and
- (e) any Services must be performed in accordance with prudent industry standards for services of a similar nature, having regard to the requirements of this Contract.

2.2 Services Provided by the Supplier

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

- (a) the Supplier shall, and shall cause all persons involved in any Services at the Delivery Location to, comply with Moose Jaw's safety policies and all other site rules and regulations;
- (b) the Supplier shall have complete control and responsibility for the safety and health of all persons involved in performing any Services, and shall take all necessary precautions to guard against any person being injured or damage to property during the performance of any Services;
- (c) the Supplier shall notify Moose Jaw in advance of any hazardous materials that it intends to bring onto such site, and provide Moose Jaw with the appropriate Material Safety Data Sheets for such materials;
- (d) the Supplier shall maintain commercial general liability insurance and automobile liability insurance, each with a limit of not less than \$5,000,000 per occurrence. The terms of such insurance must be satisfactory to Moose Jaw, acting reasonably and the Supplier shall provide Moose Jaw with satisfactory proof of such insurance coverage upon request; and
- (e) the Supplier shall ensure that workers' compensation covers all workers engaged in performing any Services in accordance with the *Workers' Compensation Act, 2013* (Saskatchewan).

2.3 Compliance with Laws

The Supplier shall:

- (a) ensure that the Goods comply with applicable Laws;
- (b) comply with all applicable Laws in performing its obligations under this Contract; and
- (c) provide Moose Jaw with evidence of compliance with Laws when Moose Jaw reasonably requests.

2.4 Delivery and Completion

- (a) Unless stated otherwise in this Contract, Goods must be delivered Delivery Duty Paid (Incoterms 2010) to the Delivery Location. The Supplier shall complete the delivery of the Goods and performance of any Services in accordance with the times or milestones specified in this Contract.
- (b) The Supplier will package and protect the Goods to the extent necessary in order to allow for the safe loading, transport and unloading of the Goods at the Delivery Location, including complying with any packaging and shipping specifications included in this Contract.
- (c) Partial shipments are not permitted unless otherwise agreed to in writing by Moose Jaw.

2.5 Inspection and Rejection

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

2.6 Title and Risk of Loss

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

2.7 Liens

- (a) If Moose Jaw receives written notice of any claim of lien from or if any claim of lien should be recorded by any subcontractor, labourer or supplier, the Supplier shall promptly cause such written notice of claim or claim of lien to be discharged and removed or make such other financial arrangements so as to fully protect the interest of Moose Jaw as Moose Jaw may approve.
- (b) Moose Jaw shall, after giving at least five business days' advance notice to the Supplier of its intention to do so, be entitled to employ any monies then due or to become due to the Supplier under this Contract in order to discharge every such lien by bond or posting of other security (including security for costs), or by paying the amount claimed into court or directly to the lien claimant.
- (c) The Supplier shall indemnify Moose Jaw from any losses or expenses suffered or incurred by Moose Jaw (including disbursements and legal fees on a solicitor and his own client full indemnity basis) in connection with any liens claimed or recorded by any subcontractor, labourer or supplier in relation to the Goods and any Services.

2.8 Warranty Repair

- (a) If any defect or deficiency in, or failure of, the Goods occurs within 12 months from Moose Jaw's receipt of the Goods or completion of any Services, however caused or arising (excluding

normal wear and tear), the Supplier shall repair or replace the defective or deficient Goods, including, without limitation, remove, replace and re-install such defective or deficient Goods, and/or take such other corrective action as may be required.

- (b) All repairs or replacements of defective Goods by the Supplier will be warranted by the Supplier for a further period equivalent to the warranty period for Goods set forth in Section 2.8(a).
- (c) If the Supplier fails to repair, replace or make good any such defect, Moose Jaw may, upon notice to the Supplier, take such action on its own and charge the cost thereof to the Supplier and the Supplier will promptly pay Moose Jaw for the costs so incurred.
- (d) Notwithstanding any other provision of this Contract, if Schedule A – Scope of Supply or any other warranty documentation provided by the Contractor) prescribes a warranty period for certain Goods which is longer than the warranty periods identified in this Section 2.8, the Supplier's obligation to correct any defect or deficiency in, or failure of those aspects of the Goods will extend for such additional period of time.

2.9 Excusable Delays

The Supplier shall not be liable for delays in the delivery of the Goods or performance of any Services due to unforeseeable causes not within the Supplier's reasonable control; provided that, the Supplier immediately notifies Moose Jaw in writing of any such delay. The Supplier shall take all reasonable steps to mitigate the effects of such delay and provide Moose Jaw with prompt notice upon cessation of such delay. If such delay is or is expected to be more than 15 days, Moose Jaw may cancel all or any portion of the Goods or any Services by giving written notice to the Supplier. Upon such cancellation, Moose Jaw shall pay the Supplier for the completed Goods delivered to the Delivery Location. Moose Jaw shall have no further liability to the Supplier in relation to such cancellation.

ARTICLE 3: PAYMENT

3.1 Payment of Invoices

- (a) Each Supplier invoice must:
 - (i) be only for the value of the Goods supplied and any Services performed as of the invoice date;
 - (ii) separately identify all GST and PST which applies to the invoiced amount; and
 - (iii) list the Goods and any Services to which it relates.
- (b) Payment of all undisputed amounts of each invoice is due within 30 days after receipt of such invoice by Moose Jaw, provided the Supplier is otherwise in compliance with this Contract.
- (c) If the amount of any invoice is disputed by Moose Jaw, Moose Jaw shall give prompt notice of the disputed amount with reasons and will not delay payment of the remainder of the invoice.

3.2 Full Compensation

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

3.3 Price Inclusive

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

3.4 Taxes

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

3.5 Set-off

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

ARTICLE 4: TERMINATION

4.1 Moose Jaw's Right to Terminate

Moose Jaw may terminate this Contract by providing written notice to the Supplier, if the Supplier:

- (a) fails to comply with any of the terms or conditions of this Contract, or
- (b) becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, is subject to the appointment of a receiver, manager, trustee or liquidator, or has commenced dissolution, liquidation or winding up proceedings.

4.2 Termination

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

right, title and interest of the Supplier in the Goods, as the Goods exist on the effective date of termination, immediately pass to and vest in Moose Jaw.

4.3 Cancellation by Moose Jaw

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

ARTICLE 5: INDEMNITY

5.1 Supplier Indemnification

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

ARTICLE 6: INTELLECTUAL PROPERTY AND CONFIDENTIALITY

6.1 Intellectual Property

- (a) The Supplier warrants that the Goods and any Services and Moose Jaw's use and operation of the Goods, will not infringe on any existing or pending patent, copyright, industrial design or other intellectual property right.
- (b) The Supplier grants to Moose Jaw a fully paid, non-exclusive, transferable, worldwide royalty free, irrevocable license to use any drawing or other information provided by the Supplier pursuant to this Contract (including any intellectual property rights embodied in such drawing or other information) for the purposes of using, operating, repairing, making or having made replacement parts for, maintaining, upgrading, enhancing, altering or otherwise dealing with all or part of the Goods.

6.2 Confidentiality

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

ARTICLE 7: GENERAL

7.1 Rights and Remedies

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

7.2 Waiver

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

7.3 Modification

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

7.4 No Assignment

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

7.5 Survival of Covenants, Representations and Warranties

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

7.6 Enurement

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