



## **REQUEST FOR TENDERS**

### **Liquid Aluminum Sulphate – Supply, Delivery and Offloading at the Greater Nanaimo Pollution Control Centre (GNPCC)**

**ISSUED: March 19, 2018**

#### **CLOSING DATE AND TIME:**

Tenders are requested to be received at the Closing Location prior to:  
**3:00 PM (15:00 hrs) Pacific Time on March 28, 2018**

#### **Regional District of Nanaimo (RDN) Contact for Questions:**

Lorena Mueller, Wastewater Program Coordinator, Wastewater Services  
Telephone: 250-390-6560  
Email: [lmueller@rdn.bc.ca](mailto:lmueller@rdn.bc.ca)

Deadline for questions is three (3) business days before the closing date.

#### **No Site Visit Scheduled**

A formal site visit is not being scheduled. Vendors wishing to view the site should contact Lorena Mueller at the contact information above to make arrangements.

**Tenders will not be opened in public**



## **Preamble**

The Regional District of Nanaimo (“RDN”) operates a primary wastewater treatment plant at its Greater Nanaimo Pollution Control Centre (“GNPCC”) located at 4600 Hammond Bay Road, Nanaimo, B.C., V9T 5A8. The plant is currently under construction to provide Secondary wastewater treatment and is expected to be substantially completed in late 2019. The RDN expects the need for Liquid Aluminum Sulphate to stop around the Fall/Winter of 2019 once Secondary upgrade is operational.

## **Requirement**

The assured continuous supply, delivery and offloading into bulk tanks of Liquid Aluminum Sulphate on an “as and when requested” basis for use in chemically enhanced primary treatment (CEPT) and coagulation of wastewater.

## **Term**

One (1) year firm price with an option to extend for the balance of the month the product is required up to an additional one (1) year based on mutual agreement between the parties. Pricing shall be on a “Per KG” basis.

## **Instructions to Tenderers**

### **Article 1. Closing Date/Time/Location**

Bidders are requested to submit their Tender prior to the closing time of 3:00 PM (15:00 hrs), Pacific Time, March 28, 2018 as follows:

### **Submission methods (use one of the methods below to submit your Tender Forms):**

- a) By hand/courier delivery: One (1) copy of the Tender should be enclosed and sealed in an envelope clearly marked: “**Liquid Aluminum Sulphate**” delivered to the:

Regional District of Nanaimo  
Main Reception – 2<sup>nd</sup> Floor  
6300 Hammond Bay Road  
Nanaimo, B.C., V9T 5Z8  
Attention: Lorena Mueller

- b) By Email in PDF format: With “**Liquid Aluminum Sulphate**” as the subject line at this electronic address: [lmuller@rdn.bc.ca](mailto:lmuller@rdn.bc.ca)

**Please note: Maximum email file size limit is 15MB, or less.**

Tenders received by facsimile will not be accepted.



**ARTICLE 2. Examine Documents**

The Tenderer must carefully examine all of the Documents and the site of the proposed works, judging for and satisfying himself as to the probable conditions to be encountered. Should a Tenderer find discrepancies in, or omissions from the documents, or should he be in doubt as to their meaning, he should, prior to submitting his tender, notify the RDN in writing. The Tenderer may not claim, after the submission of a tender, that there was any misunderstanding with respect to the conditions imposed by the documents.

No verbal agreement or conversation made or had at any time with any officer, agency or employee of the Owner shall affect or modify any of the terms or obligations herein stated, or deemed to be any representation of warranty.

**Article 3. Addenda**

If the RDN determines that an addendum is required for this TENDER, the RDN will post the addendum on the RDN Website and BC Bid website. Each addendum will be incorporated into and become part of the TENDER. No amendment of any kind to the TENDER is effective unless it is contained in a written addendum issued by the RDN. It is the sole responsibility of the Proponent to check and ensure any and all addendums are included prior to submitting their final Tender submission.

**ARTICLE 4. Tender Price**

Pricing, in Canadian dollars, shall be filled in where indicated on the Tender Form and should include all costs related to the supply, delivery and offloading at the GNPPC. In the event of a price extension discrepancy when calculating the total contract value, the RDN reserves the right to correct the totals.

**ARTICLE 5. Federal and Provincial Sales Taxes**

GST and PST are not to be included in the Tender Price. GST and PST shall be shown separately on the Tender Form based on the total contract value.

**ARTICLE 6. Tender Signing**

The tender must be executed by an authorized signatory in a position to legally bind their Company to the information contained in the Tender Form.

**ARTICLE 7. Revisions to Tenders**

Any revision to the tender by the Tenderer must be in writing properly executed and received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

**Multiple Revisions**

Where a Tenderer submits multiple revisions to the original tender price, each revision should be numbered sequentially by the Tenderer. Unless the Tenderer clearly stipulates to the contrary on the face of the revision, each successive revision will nullify and replace any previous revision to the identified item or tender price.

**Unclear or Ambiguous Revisions**



If in the opinion of the RDN, any revision is unclear, ambiguous as to meaning or intent, or does not comply with the requirements of Article 9, that revision will be disregarded and the original tender price, or the tender price determined by consideration of any other revisions will prevail. The RDN, its employees and agents will not assume any responsibility for timely receipt of any revisions.

**ARTICLE 8. Tender Withdrawal**

A Tenderer may, without prejudice to himself, withdraw his tender on written request received prior to the posted closing date and time as per the submission instructions outlined in Article 1.

**ARTICLE 9. Tender Rejection**

- .1 The RDN reserves the right to reject any or all tenders, or accept other than the lowest tender and to accept the tender which it deems most advantageous.
- .2 The RDN may reject a tender if:
  - a) After investigation and consideration, the RDN concludes that the Tenderer is not qualified and cannot perform the Contract in a manner satisfactory to the RDN.
  - b) A tender contains qualifying conditions or otherwise fails to conform to these Instructions to Tenderers.
  - c) A tender is incomplete, is considered incomplete in the Instructions to Tenderers, and is obscure or irregular, which has erasures or corrections in the Tender Form.
  - d) The RDN may, in its absolute discretion, reject a Tender submitted by Tenderer if the Tenderer, or any officer or director of the Tenderer is or has been engaged either directly or indirectly through another corporation in a legal action against the RDN, its elected or appointed officers and employees in relation to:
    - any other contract for works or services; or
    - any matter arising from the RDN's exercise of its powers, duties, or functions under the Local Government Act or another enactment within five years of the date of this Call for Tenders.

In determining whether to reject a tender under this clause, the RDN will consider whether the litigation is likely to affect the Tenderer's ability to work with the RDN and its representatives and whether the RDN's experience with the Tenderer indicates that the RDN is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Tenderer.

- e) The RDN, however, may at its sole discretion elect to retain for consideration a tender which is non-conforming because it does not contain the content or form required by these Instructions to Tenderers or because a Tenderer has not complied with the procedures set out in the Instructions to Tenderers provided that the Tenderer complies substantially with the Instructions to Tenderers.
- .4 The RDN may reject all tenders if for any reason the RDN considers to be in its best interest to do so, including without limitation for any of the following reasons;
  - a) the RDN is unable to obtain approval from the Board of Directors of the Regional District of Nanaimo.



.5 The RDN reserves the right to consider and to reject any tender or all tenders without notice to a Tenderer or Tenderers and without permitting a Tenderer to provide additional information.

.6 In no event will the RDN be responsible for a Tenderer's costs of preparing or submitting a tender.

**ARTICLE 10. Award**

Awards shall be made on tenders that will give the greatest value based on quality, service and price. The lowest, or, any tender will not necessarily be accepted. The RDN may issue a written Notice of Award to the successful Tenderer.

**ARTICLE 11. Form of Agreement**

The form of agreement will include the following contract documents:

- a) the Agreement
- b) the letters of clarification, if any
- c) the most recent Addendum
- d) other Addenda, the more recent taking precedence over earlier Addenda
- e) the General Conditions
- f) the Notice of Intent to Award
- g) the Tender Response
- h) the Specifications
- i) the Drawings, if any
- j) the Request for Tenders



## TECHNICAL SPECIFICATIONS

### Background

The Regional District of Nanaimo ("RDN") operates a primary wastewater treatment plant at its Greater Nanaimo Pollution Control Centre ("GNPCC") located at 4600 Hammond Bay Road, Nanaimo, B.C., V9T 5A8. The plant is currently under construction to provide Secondary treatment. Construction is expected to be substantially completed in late 2019. The RDN expects the need for Liquid Aluminum Sulphate to stop around the Fall/Winter of 2019 once Secondary upgrade is operational.

### Requirement

The supply, delivery and offloading into bulk tanks of Liquid Aluminum Sulphate as per specifications contained herein.

Typical orders of 40,000 kg of bulk Liquid Aluminum Sulphate are received approximately once every two weeks. Typical annual consumption is approximately 1,040,000 kgs. Orders are not guaranteed and may fluctuate or change without notice. Quantities stated are estimates based on historical usage and are not guaranteed.

Orders are typically placed by email with onsite delivery within five business days of the order.

Deliveries are offloaded into bulk tanks (3 – 14,000 L tanks in total) at GNPCC with air supplied by the RDN to pressurize the tank for offloading. One RDN staff assists supplier with offloading. Shipping shall conform to Transport Canada and Transport of Dangerous Goods (TDG) guidelines.

Tank filling is via a 2 inch fill line provided with a 2 inch receiving Camlock fitting. The air supply is provided via a 1 inch air hose with a Chicago fitting.

Deliveries are scheduled Monday – Friday, excluding statutory holidays, between 8:00 a.m. – 2:30 p.m.

Delivery personnel shall be equipped with appropriate protective apparel and safety equipment as required by WorkSafe BC and other safety regulatory agencies having jurisdiction over the handling of Liquid Aluminum Sulphate. Delivery personnel must be equipped to effectively assist in the rescue of any personnel.

It shall be the Supply Contractor's responsibility to ensure that adequate equipment and procedures are employed to provide safe delivery and to prevent spillage of the product. The tank delivery truck shall be equipped with appropriate safety equipment such as eyewash safety units and self-contained breathing apparatus if required.



The Supply Contractor shall immediately clean up any spillage. The Corporation shall notify the Supply Contractor of any spillage which is not cleaned up by the delivery personnel. Any spilled chemical not cleaned up by the Supply Contractor within four hours of notification will be cleaned up by the Corporation's forces, and the cost for clean-up shall be charged to the Supply Contractor. No payment will be made for product spilled as a result of the operations conducted by the Supply Contractor.

Drivers will be required to complete a site safety orientation at the Greater Nanaimo Pollution Control Centre. Drivers will also be required to follow the Facility's Safe Work Procedures for delivery and unloading.

**Quality:**

Quality of the Liquid Aluminum Sulphate is paramount, and product that does not meet the specified requirements will not be considered. The RDN reserves the right to have Liquid Aluminum Sulphate tested at any independent testing facilities at any time at no cost to the RDN.

With every delivery and at no cost to the RDN, the supplier agrees to provide proof by way of analysis for parameters identified in Appendix B, item 2 Typical Analysis, that the Liquid Aluminum Sulphate delivered meets the corresponding specifications identified in Appendix A. The RDN reserves the right to reject any shipment that is not accompanied with the required documentation.

The Supply Contractor shall notify the RDN in writing of any significant changes in the manufacturing process. Such notice shall be received a minimum of ten (10) days prior to shipment of the affected product. Test certificates shall be submitted to the RDN upon completion of changes to the manufacturing process.

**Mandatory Requirements** section must be met for a Tender to be considered. Tenders that do not meet any one mandatory requirement hereunder shall be deemed non-compliant and shall be disqualified.

- With the Tender submission, the supplier agrees to provide proof by way of analysis from an independent testing facility substantiating the Liquid Aluminum Sulphate meets all specifications as per **Appendix A**. Any award is contingent on this.
- Included in Tender submission completion of **Appendix B**, Technical Data Sheet.

**APPENDIX A**

**TECHNICAL SPECIFICATIONS**

**LIQUID ALUMINUM SULPHATE**

1. **GENERAL**

The liquid aluminum sulphate shall conform to NSF / ANSI 60 or latest edition thereof.

2. **ALUMINUM CONTENT**

Liquid aluminum sulphate shall contain not less than 8.0 per cent available water-soluble aluminum.

3. **CLARITY**

Liquid aluminum sulphate shall be reasonably clear and shall be of such clarity as to permit the reading of flow-measuring devices without difficulty.

4. **IRON CONTENT**

The total water-soluble iron as Fe<sub>2</sub>O<sub>3</sub> content of aluminum sulphate shall be no more than 0.35 per cent on a basis of 8 per cent Al<sub>2</sub>O<sub>3</sub> in liquid aluminum sulphate.

5. **SPECIFIC GRAVITY**

The specific gravity of liquid aluminum sulphate shall be 1.3.

6. **SUSPENDED MATERIAL**

In liquid aluminum sulphate, the suspended matter shall not exceed 0.2 per cent.

7. **TECHNICAL DATA**

Tenderers must complete Appendix B - Technical Data Sheet and return with this tender.

**Note:** Aluminum liquid concentrate 48 to 52% per cent dry weight.



**TENDER FORM**  
**Liquid Aluminum Sulphate – Supply, Delivery and Offloading**  
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Date: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

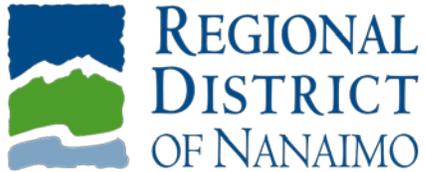
Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Having carefully examined all of the tender documents including any addenda issued as supplements thereto, and having examined and complied with Instructions to Bidders, we hereby offer to supply, deliver and offload Liquid Aluminum Sulphate set forth in the aforesaid documents for the Pricing. Prices include the Supplier's labour, transport, equipment, material costs, overhead and profit, and any other costs to supply, delivery and offload the material in a turnkey manner. GST & PST shall be shown separately.

**PRICING**

Commodity	Total KGS annually	Cost per KG	Total Cost
Liquid Alum	1,040,000		
PST @ 7%			
GST @ 5%			
		Grand Total	



**TENDER FORM**  
**Liquid Aluminum Sulphate – Supply, Delivery and Offloading**  
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**DELIVERY**

State Guaranteed delivery time from receipt of order in business days:

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State Minimum Order Quantity, if any:

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**LAB ANALYSIS DOCUMENTATION**

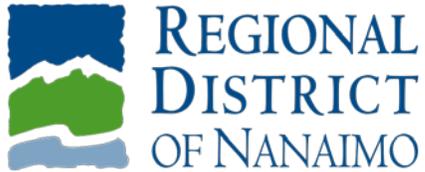
With the Tender submission, the supplier agrees to provide proof by way of analysis from an independent testing facility substantiating the Liquid Aluminum Sulphate meets all specifications as per Appendix A. Any award is contingent on this. Please include a copy with your Tender Submission.

**BIDDER'S DETAILS OF ASSURED SUPPLY**

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**TENDER FORM**  
**Liquid Aluminum Sulphate – Supply, Delivery and Offloading**  
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**APPENDIX B**

**TECHNICAL DATA SHEET**

**ALUMINUM SULPHATE, LIQUID**

**1. PHYSICAL PROPERTIES**

1.1 Boiling point (degrees Centigrade) \_\_\_\_\_

1.2 Freezing point (degrees Centigrade) \_\_\_\_\_

1.3 Specific gravity @ 15.5°C (60°F) \_\_\_\_\_

1.4 Viscosity (centipoises @ 15.5°C) \_\_\_\_\_

**2. TYPICAL ANALYSIS**

2.1 Total Al<sub>2</sub>O<sub>3</sub> % \_\_\_\_\_

2.2 Free Al<sub>2</sub>O<sub>3</sub>% % \_\_\_\_\_

2.3 Total Fe% % \_\_\_\_\_

2.4 Actual Fe<sub>2</sub>O<sub>3</sub> % \_\_\_\_\_

2.5 Water Insoluble % \_\_\_\_\_



**TENDER FORM**  
**Liquid Aluminum Sulphate – Supply, Delivery and Offloading**  
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**ACCEPTANCE**

- .1 This Bid is open to acceptance for a period of ninety (90) days from the date of bid closing.
- .2 We understand that the lowest or any Bid will not necessarily be accepted. Final contract acceptance is subject to the approval of the Board of Directors of the RDN.
- .3 We agree to replace rejected shipments immediately at no cost to the RDN.
- .4 The RDN reserves the right to waive minor defects or irregularities in the bid.
- .5 Pricing is firm for one (1) year from the date of a fully executed agreement.
- .6 The RDN does not accept fuel surcharges.

Company: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Authorized Officer)

Printed: \_\_\_\_\_  
(Authorized Officer)



## **GENERAL TERMS AND CONDITIONS**

### **1. Indemnity**

The Contractor will indemnify and save harmless the RDN, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the RDN may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Contract, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Contract, excepting always liability arising out of the independent negligent acts of the RDN.

### **2. Insurance**

The Contractor shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the RDN:

#### **2.1 General**

The Supply Contractor shall itself obtain and maintain, at its own expense, the insurance set out below until all conditions of the contract have been fully complied with.

#### **2.2 Commercial General Liability Insurance**

Commercial General Liability Insurance providing third party bodily injury and property damage coverage in an amount of not less than \$5,000,000 per occurrence, naming the Regional District of Nanaimo as additional insured and containing a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.

The Policy shall contain a clause providing that the RDN will receive 30 Days' notice of cancellation or of any material change in coverage which will reduce the extent of coverage provided to the RDN. The certificate will also indicate that the policy contains non-owned automobile liability and contractual liability coverage. The insurance policy will be in a form and with a company which are, in all respects, acceptable to the RDN.

#### **2.3 Automobile Liability Insurance**

A Standard Owner's Form Automobile Policy for each vehicle used in the performance of the Contract and regulated by the Insurance (Motor Vehicle) Act or similar legislation. The Third Party Legal Liability Limits are to be in an amount not less than \$2,000,000.

#### **2.4 Evidence of Coverage**

The Contractor shall file with the RDN prior to the commencement of work a certificate of insurance covering all policies and endorsements. The Supply Contractor shall also file with the RDN evidence of the renewal of each policy at least fifteen (15) Days prior to the expiry date of the policy.

#### **2.5 Indemnity Not Restricted By Insurance**

The provisions for insurance shown above shall not in any way limit the indemnity granted by the Supply Contractor to the Indemnified Parties elsewhere in this section.

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



### **3. Competency and Qualifications**

The successful contractor must have the necessary competence, experience, qualified personnel and equipment to carry out all aspects of the work of the Contract. The successful Contractor will employ properly licensed, trained and unimpaired workers throughout the duration of the contract. Failure to do so could result in termination. Copies of certifications may be requested by the RDN. Smoking is not permitted. Alcohol and Drug consumption is not permitted on RDN property.

### **4. Cancellation**

The entire process is subject to final award approval by the Regional District of Nanaimo whom retains the ability to cancel the process for any reason whatsoever without any compensation to anyone prior to making an award.

### **5. Governing Law**

This agreement shall be governed by the laws of the Province of British Columbia.

### **6. Correspondence**

Both parties shall designate one person from their respective organizations to be primarily responsible for coordinating contractual and financial matters.

### **7. Invoicing**

The Contractor will be solely responsible for invoicing the RDN ensuring to include the RDN's Purchase Order number on all invoices to assure timely payment.

All invoices are subject to prior review and approval by the RDN and approved invoices will be paid on a net 30 day basis unless otherwise negotiated and agreed to in writing.

If the RDN does not approve of the services or part of them which are the subject of the invoice, the RDN shall advise the Contractor in writing of the reasons for non-approval and the Contractor shall remedy at no additional cost to the RDN before the RDN shall be obliged to pay the invoice or any part of it, as the case may be.

### **8. Force Majeure (Act of God)**

Neither party shall be responsible for any delay or failure to perform its obligations under this Agreement where such delay or failure is due to fire, flood, explosion, war, embargo, governmental action, Act of Public Authority, Act of God or to any other cause beyond its control, except labour disruption.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party and shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than 30 calendar days, the RDN may terminate this Agreement immediately by written notice to the Contractor without further liability, expense, or cost of any kind.



## **9. Dispute Resolution**

In the event of a dispute, the parties agree to resolve the dispute by:

- a. Frank and open negotiations whereby both parties use their best efforts to resolve the dispute by mutual agreement including the most Senior Management of both parties.
- b. If, after 30 calendar days, the dispute is not resolved, both parties agree to appoint a mediator to resolve the dispute and their decision will be final. The mediation shall take place in Nanaimo, British Columbia, unless agreed otherwise. Parties will be responsible for their own costs.

## **10. Conflict of Interest**

The contractor declares that it has no financial interest, directly or indirectly in the business of any third party that would be or be seen to be a conflict of interest in carrying out the services. It warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Bidder, has any financial or personal relationship or affiliation with any elected official or employee of the RDN or their immediate families which might in any way be seen by the RDN to create a conflict.

## **11. Independent Contractor**

The Contractor shall be, and in all respects be deemed to be, an independent contractor and nothing in this *Agreement* shall be construed to mean that the Contractor is an employee of the RDN or that any agency, joint venture or partnership exists between the *Contractor* and the *RDN*.

## **12. Irrevocability**

Submissions will be irrevocable and remain open for acceptance by the RDN for a period of ninety (90) calendar days, after the closing time.

## **13. Collusion**

The bidder shall not engage in collusion of any sort and shall ensure that no person or other legal entity, other than the bidder has an interest in the bidder's submission and prepare the submission without any knowledge of, comparison of figures with, or arrangement with any other person or firm preparing a Submission for the same work.

## **14. Costs**

All costs to prepare a submission will be borne solely by the Bidder.

## **15. No Claim for Compensation**

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever, as a result of participating in the tender, and by submitting a bid each Tenderer shall be deemed to have agreed that it has no claim.

## **16. Solicitation of Board Members**

If a member of the Board, or a person who was a member of the Board in the previous six months has a direct or indirect interest in the contract, then the Tenderer shall report this to the RDN in accordance with Section 107 of the *Community Charter* upon being notified of the award of the contract.



The Tenderer warrants and represents that it has not received any information or a record from any Board member or former Board member contrary to Section 108 of the *Community Charter*." The successful Tenderer will be required to direct all communications related to their contract through the staff members responsible for the project.

#### **17. Freedom of Information and Protection of Privacy Act**

All documents submitted to the RDN will be held in confidence by the RDN, subject to the provisions of the Province of British Columbia's *Freedom of Information and Protection of Privacy Act*.

#### **18. Amendment of Contract Documents**

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

#### **19. Termination**

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

19.2 The RDN may terminate the Contract if at any time the RDN forms the opinion that the Supply Contractor is in default under this Contract because the Supply Contractor:

- has breached a fundamental term of the Contract or is in substantial breach of the terms of the Contract;
- has failed to supply the Goods, within the time specified;
- has become in any way unable to supply the Goods or any part thereof;
- has repeatedly failed to make prompt payments to subcontractors, suppliers or others for labour, materials or equipment; then the RDN may give notice in writing to the Supply Contractor of such opinion and require that such default or defaults be remedied forthwith. If, within five days of such notice, such default or defaults are not remedied to the satisfaction of the RDN, the RDN may terminate the Contract. Such termination shall be effective immediately.

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

19.4 Except as hereinbefore provided, the Supply Contractor shall have no claim against the RDN for any reason whatsoever by reason of the termination of the Contract.

#### **20. Non-Exclusivity**

As the RDN's operations are continuous, the RDN retains the right to source and buy material from other sources should the Supply Contractor not be able to deliver within the timeframes required.