

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 1
Closing Friday, July 3, 2015

REQUEST FOR QUOTE
RFQ-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

MUNICIPALITY OF COUNTY OF CUMBERLAND
E.D. FULLERTON BUILDING
1395 BLAIR LAKE ROAD
UPPER NAPPAN

CONTACT: Mike Carter.

Cumberland County Fire Service Coordinator

mcarter@cumberlandcounty.ns.ca

INSTRUCTIONS TO BIDDERS

The Municipality of Cumberland will be receiving sealed written quotes at the E. D. Fullerton Building, located at 1395 Blair Lake Road, Upper Nappan, no later than Friday, July 3, 2015 for RFQ-FPS-1507 -Breathing Air Systems Testing and Maintenance-Variou Locations.

All quotes must be clearly marked **RFQ-FPS- 1507, BREATHING AIR SYSTEMS TESTING AND MAINTENANCE-VARIOUS LOCATIONS**, with the name and address of the bidder submitting the proposal.

Quotes will be received until 1:00pm local time, July 3, 2015.

It is the responsibility of each bidder to ensure their quote arrives on time. Any late quotes will not be accepted. Quotes may be withdrawn at any time prior to opening. Quotes received after the Closing Time or in locations other than the address indicated, will not be accepted and will be returned unopened.

All quotes must be firm for 30 calendar days. Price to include any/all delivery charges, FOB destination to Upper Nappan, Nova Scotia.

The Municipality reserves the right to request clarification of information submitted and to request additional information if required. All cost associated with the presentation of the quote and any supplemental information shall be borne solely by the bidder, and shall not be passed on to the Municipality under any circumstances.

There will not be a public opening of this RFQ.

Time is of the essence in all matters arising out of this RFQ.

The Municipality reserves the right to waive technicalities, reject any or all bids, or any portion thereof, to advertise for new Quotes, to proceed to do the work otherwise, or to abandon the work, if in the best interest of the Municipality.

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 3
Closing Friday, July 3, 2015

SCOPE OF WORK:

The Municipality of the County of Cumberland is looking to receive quotes for the testing and maintenance of five (8) breathing air systems. These systems will go through regular required semi-annual maintenance checks, filter changes and have breathing air quality tests completed in various locations throughout the County of Cumberland. This work will be for the calendar year commencing July 2015 and ending July 2016.

SYSTEM LOCATIONS

1. Parrsboro
2. Advocate
3. Joggins
4. Wallace
5. Wentworth
6. Westchester
7. Springhill
8. Oxford

Quotes are to include the following information:

- Total price in kilometres per site visit
- Visits must be arranged as to keep total kilometres as low as possible (include travel plans)
- Hourly rate
- Cost of filters per unit
- Cost of other required parts for maintenance (please specify)
- Cost of air quality testing

All test result documents are to be sent to Fire Service Coordinator as well as the corresponding fire dept. All bidders are responsible for determining the type of system each fire department uses.

Prior to the commencement of any works, the Municipality of the County of Cumberland requires a WCB certificate of good standing and a valid insurance certificate with a minimum of \$2,000,000 liability insurance with the Municipality of the County of Cumberland added under additional insured.

All prices must exclude HST.

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 4
Closing Friday, July 3, 2015

The Municipality of County of Cumberland reserves the right to split award amongst Bidders as deemed in the best interest of the Municipality.

QUOTE FORM

PRICE LIST

Excluding HST

Hourly rate \$ _____

Total price in kilometres per site visit:

Parrsboro \$ _____

Advocate \$ _____

Joggins \$ _____

Wentworth \$ _____

Wallace \$ _____

Oxford \$ _____

Westchester \$ _____

Springhill \$ _____

Cost of filters per unit

Parrsboro \$ _____

Advocate \$ _____

Joggins \$ _____

Wentworth \$ _____

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 5
Closing Friday, July 3, 2015

Wallace	\$ _____
Oxford	\$ _____
Westchester	\$ _____
Springhill	\$ _____

Cost of air quality testing for each department \$ _____

Total cost of Quote excluding HST\$ _____

DATED THIS DAY _____ OF _____, 2015.

[Seal] _____ Name of Firm Tendering

Telephone _____ Address

Name and Title (printed) _____ Signature

Name and Title (printed) _____ Signature

****Note:** Tenders submitted by or on behalf of any Corporation must be signed in the name of such Corporation by a duly authorized officer or agent, who shall also subscribe his own name and office. Affix seal.

ATTACHMENT "A"

NOTE: These Terms and Conditions and the Supplements for the Municipality of the County of Cumberland shall apply to those documents that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Bidders have questions regarding any of these Terms and Conditions, they must call the contact person named on the Invitation form. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the Invitation documents will reference any such documents, in addition to these Terms and Conditions.

Failure to completely comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

Contents

1. Definitions
2. Date, Time and Place of Closing and Opening; Late Bids
3. Methods of Submission
 - 3.1 General
 - 3.2 Paper Bids
 - 3.3 Fax Bids
4. Obtaining Documents
5. Vendor Registration
6. Liability for Costs
7. Alternative Bids; Altering Bids Already Submitted
8. Supporting Documents
9. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs
10. Duration of Bid/Award Prices
11. Payment Terms and Discounts
12. Delivery
13. Quality/Complete Product
14. Substitutions and Equivalents, Discontinued Items
15. Standards and Certification
16. Addenda, Corrections or Extensions of the Invitation
17. Environmental Considerations
18. Warranty
19. No Restrictions on Fair Use
20. Subcontractors and Consortium Bids
21. Right to Reject; Financial Stability; Non- Compliance
22. Cancellation; No Award

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 7
Closing Friday, July 3, 2015

-
- 23. Governing Laws and Trade Agreements
 - 24. Confidentiality and Freedom of Information
 - 25. Enquiries and Contacts

 - 26. Accuracy of the Invitation; Right to Clarify
 - 27. Language
 - 28. Eligibility and Conflict of Interest
 - 29. Protection of The Municipality of Cumberland Against Lawsuits
 - 29.1 Release
 - 29.2 Indemnity
 - 29.3 Limitation
 - 29.4 Dispute Resolution
 - 30. Survival/Legal Effect of Tender Contract
-

1. Definitions

Bid- Bidder's written offer to provide the required goods or services at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response or similar name.

Bidder- Any person, business or Consortium that submits a bid.

Broader Public Sector- Any governmental or government-funded entity within a Province, including the MASH sector (Municipal governments, Academic institutions such as universities and community colleges, School boards and Hospitals). Includes all government departments, agencies, boards, offices and commissions and Crown Corporations.

Consortium- Two or more Bidders having no formal corporate links, who submit a joint bid.

"Contract" -The legal agreement, if any, entered into between the County of Cumberland and the successful bidder following approval of the Contract by the County of Cumberland, and the settlement, execution and delivery of the same by each party to the Contract.

Fax Bid- A Bid submitted by means of facsimile transmission over telephone lines.

Invitation- A formal request for prices or responses, in printed form, with sealed Bids, faxed Bids or similar responses opened at a given time. May also be referred to as a Tender, Request for Quotations, Request for Proposals, Request for Information, Pre-Qualification, Request for Expression of Interest or similar name. The Invitation incorporates any addenda that may be issued.

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 8
Closing Friday, July 3, 2015

“Losses”- Means in respect of any matter all:

- (a) direct or indirect, as well as
- (b) consequential,

Claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including without limitation all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement whether from a third person or otherwise).

Paper Bid- A Bid submitted in printed form, not through facsimile or other electronic medium.

Denotations: The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

2. Date, Time and Place of Closing and Opening; Late Bids

Invitations will close at the time, date and location specified in the Invitation documents.

All Bids must be received in their entirety *at or before* the closing time specified; Bidders are responsible for ensuring that their Bid, however submitted, is received on time and at the location specified.

All times are local times (Atlantic Time).

Bids received late, or not received completely by the closing time will not be considered; the Reception Area time clock (located at E.D. Fullerton Building, 1395 Blair Lake Road, Upper Nappan, Nova Scotia) will be assumed to be correct in the event of dispute.

All Bids must be sent to the Municipality of County of Cumberland, E.D. Fullerton Building (as identified in the Invitation documents), and will be opened there, in accordance with the Municipality of County of Cumberland's Procurement Policy rules for opening Bids.

Bids will be opened publicly at the time and date specified in the Invitation. The public is allowed to attend Bid openings for most publicly-advertised Invitations - the website Invitation Notice, advertisement and/or the Invitation document itself will specify if the Bid opening can be attended by the public.

3. Methods of Submission

General

Bids must be legible and complete, must include the Invitation number and identify the Bidder's name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

All questions or areas on the Invitation form must be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Bidder's Bid.

Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.

Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item [nn]".

Paper Bids

Bids must be enclosed in a sealed, opaque envelope or package.

The Bidder's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

Fax Bids

A Bid may be submitted by facsimile (fax) unless the Invitation documents state that fax Bids are not acceptable.

Fax Bids may not be acceptable where the Bid must be accompanied by original documents, plans, deposits, or physical samples.

Fax Bids are accepted for the convenience of the Bidder; the County of Cumberland cannot ensure the confidentiality or error-free receipt of fax Bids. A Bidder submitting a Fax Bid does so at its own risk.

Submit Fax Bids to the **Municipality office only**; *do not* send the Bid to any other fax number unless specifically directed to do so.

The Bid must be signed by an appropriate authorized official of the firm submitting the Bid.

4. Obtaining Documents

Bids are to be submitted on the official Invitation forms as issued through the Municipality of County of Cumberland office; failure to use the correct forms could result in the Bid being rejected.

It is the Bidder's responsibility to obtain Invitation documents at their cost.

Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

The Invitation, or any supplementary document or portion thereof is proprietary information, and must not be used by the Bidder for any purpose other than the submission of Bids without the permission of the Municipality of County of Cumberland.

Invitation documents are available directly from the Municipality of County of Cumberland office at 1395 Blair Lake Road, Upper Nappan, NS (E.D. Fullerton Building).

Notices of tenders are viewed on the Municipality of County of Cumberland website at www.cumberlandcounty.ns.ca (fire service icon) and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

5. Vendor Registration

Corporate Registration: All Bidders must comply with the Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Bidders located outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions. Verification of registration and good standing may be required before an award is made to a successful Bidder.

All Bidders must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Bidder.

6. Liability for Costs

Bidders are responsible for their own expenses in preparing, delivering or presenting a Bid and for subsequent negotiations with the Municipality of County of Cumberland, if any. The Municipality will not defray any costs incurred by a Bidder in responding to an Invitation.

The Municipality of County of Cumberland will not be responsible for any costs, expenses, losses, damages or liability incurred by the Bidder as a result of, or arising out of, the submission of any Bid, or due to the Town of Amherst not accepting or rejecting any Bid.

7. Alternative Bids; Altering Bids Already Submitted

Alternative Bids are multiple replies to an Invitation, all or any of which are open for consideration. If Alternative Bids are being made, each alternative should be submitted as a complete, separate and independent Bid, and the Bid form or fax must be identified with words such as "Alternative A", "Alternative B", etc.

Multiple Bids submitted by the same Bidder and not clearly identified as Bid revisions will be assumed to be Alternative Bids.

Bids already submitted may be amended prior to closing a) by submitting an amendment identifying the plus or minus variance to the original Bid, or b) by sending in a complete new Bid, clearly indicating it replaces the previously submitted Bid. Any such revision must clearly identify the Invitation number and closing date of the Bid being submitted. A Bid revision replaces any other Bid revisions previously submitted by the Bidder; only the last of any Bid revisions received will be accepted.

Any Bid submitted in response to an Invitation may be withdrawn by written request to the County of Cumberland Office, but cannot be withdrawn, altered or changed in any way after the Invitation closing date and time.

All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by an authorized official of the Bidder.

8. Supporting Documents

A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

In addition to the responses requested in the Invitation, Bidders may include specifications on some or all proposed items for evaluation purposes.

Supporting documents should be suitably cross-referenced to the Invitation

9. Unit Prices and Extensions; Taxes excluded; Currency; Shipping Costs

All prices should be extended and totaled. The extended price is derived by multiplying the unit price by the quantity of units required.

In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

Do not include any Provincial or Federal sales taxes in the price.

All prices should be quoted in Canadian dollars unless other currencies are specifically requested.

Shipping, cartage, loading, insurance and handling charges must be included in the total price. If these charges have not been stated specifically, it will be assumed that they have been included in the Bid price, i.e. FOB to the destination(s) listed in the Invitation. The Municipality of County of Cumberland will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

10. Duration of Bid/Award Prices

If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified.

Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 90 days after the Invitation closing date.

11. Payment Terms and Discounts

If special payment terms or schedules are required, these must be specified in the Bid; otherwise, the Municipality of County of Cumberland payment terms (net 30 days) will apply.

Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

Payment of term discount invoices will be calculated from the date the invoice or goods/services have been received, whichever is later.

Discount terms must appear on the Bid, and on the invoice.

12. Delivery

Where the Invitation includes a mandatory delivery schedule, the Municipality of County of Cumberland will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

If Bidders wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected.

Time is of the essence, and Bidder's delivery schedule is legally binding. The Municipality of the County of Cumberland reserves the right to assess penalties or cancel awards to Bidders who fail to meet their stated delivery or completion dates.

13. Quality/Complete Product

Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

By submitting a Bid, Bidder guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to the Town.

Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.

14. Substitutions and Equivalents, Discontinued Items

The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole discretion of the Municipality.

REQUEST FOR QUOTE
RFQ#-FPS-1507
BREATHING AIR SYSTEMS TESTING AND MAINTENANCE
VARIOUS LOCATIONS

Municipality of the County of Cumberland

Page | 14
Closing Friday, July 3, 2015

The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Municipality will cancel the Invitation, or will issue an Addendum to update the specification. Bidders should notify the Municipality immediately when they become aware of any discontinuation of specified items.

If Bidders feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item. Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency. Substitutions offered without documentation sufficient to determine equivalency may be rejected as non-compliant.

The Municipality of County of Cumberland reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed. The Municipality will be the sole judge of equivalency.

Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

15. Standards and Certification

Where applicable, all equipment must be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal).

16. Addenda, Corrections or Extensions of the Invitation

The Municipality of the County of Cumberland reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

The Municipality of the County of Cumberland will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time by posting the addenda on the Municipality of the County of Cumberland website at www.cumberlandcounty.ns.ca fire service link. Bidders are responsible for ensuring that they are aware of and have complied with any Addenda.

When these changes occur within five business days of the closing date, the closing date may be extended to allow for a suitable Bid preparation time.

17. Environmental Considerations

The Municipality of the County of Cumberland may seek to purchase recycled and/or environmentally sensitive products where practical and effective.

Where appropriate, the integration of environmental considerations into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met.

18. Warranty

The Bidder must describe the duration, type (e.g. on-site, depot, ship-in or carry- in) and terms of the manufacturer's warranty on all goods.

If the Bidder provides any additional/ supplementary warranty coverage, describe this as well.

If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the Bid price unless the Invitation specifically states that the upgrade is a mandatory requirement.

If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 20 "Subcontractors and Consortium Bids").

19. No Restriction on Fair Use

The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless the Municipality of County of Cumberland from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

20. Subcontractors and Consortium Bids

The use of a subcontractor is permitted, and encouraged where this will result in skills and technology transfer to the Municipality of the County of Cumberland.

Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested.

If a Consortium Bid is being submitted, one of the Bidders must be prepared to take overall responsibility for successful provision of the goods or services, and this must be defined in the Bid. Failure to do so may result in disqualification of the Bid.

"Own Forces" may only be named as Subcontractors when the Bidder is equipped to carry out and normally carries out the work noted.

If subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the Province.

21. Right to Reject; Financial Stability; Non-Compliance

Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Bidder and incorporated in the Bid.

Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Invitation requirements. The Municipality of the County of Cumberland reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labor, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

The Municipality of the County of Cumberland reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The Municipality of the County of Cumberland will be the sole judge of whether a Bid is accepted or rejected.

The Municipality of the County of Cumberland reserves the right to split an award amongst Bidders as deemed in the best interests of the Town.

22. Cancellation; No Award

Issuing an Invitation implies no obligation on the Municipality of the County of Cumberland to accept any Bid, or a portion of any Bid submitted. The lowest or any Bid will not necessarily be accepted.

Invitations may be cancelled in whole or in part without penalty, when a) the price Bid exceeds the funds allocated for the purchase; b) there has been a substantial change in the requirements after the Invitation has been issued; c) information has been received by the Municipality of the County of Cumberland after the Invitation has been issued that the Municipality feels has substantially altered the procurement; or d) there was insufficient competition in order to provide the level of service, quality of goods or pricing required.

If no compliant Bids are received in response to an Invitation, the Municipality of the County of Cumberland reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

The Municipality of the County of Cumberland will be the sole judge of whether there is sufficient justification to cancel any Invitation.

No action or liability will lie or reside against the Municipality of the County of Cumberland in its exercise of its rights under this section.

23. Governing Laws and Trade Agreements

Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued.

Invitations subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public notice and/or the Invitation documents.

Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Municipality of the County of Cumberland.

Bidders agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province of Nova Scotia.

The Municipality of the County of Cumberland may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The Municipality of the County of Cumberland will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see <http://www.competitionbureau.gc.ca/internet/index.cfm?itemid=1243&lq=efor> for further information.

24. Confidentiality and Freedom of Information

All Bids submitted become the property of the Municipality of the County of Cumberland. By submitting a Bid, the Bidder hereby grants the Municipality a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Municipality's right in this area may result in rejection of the Bid.

Bidder's Bid package may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The Municipality cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the Municipality. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the Municipality of the County of Cumberland.

The Province of Nova Scotia is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. For more information on this Act please click here.
(http://www.gov.ns.ca/just/IAP/governing_law.asp)

25. Enquiries and Contacts

In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Municipality of the County of Cumberland will be considered correct.

Information, offers, commitments or instructions obtained from any source other than the Municipality of the County of Cumberland will not be binding on the Municipality.

Enquiries regarding the Invitation must be made to the contact(s) named in the Invitation documents (or their designates); quote the Invitation number on any correspondence.

If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the Municipality unless made in writing.

All enquiries regarding the interpretation of these Terms and Conditions, general procurement policy or procedures must be made to the Municipality of the County of Cumberland.

26. Accuracy of the Invitation; Right to Clarify

While the Municipality of the County of Cumberland has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the Municipality to be accurate, nor is it necessarily comprehensive or exhaustive.

The Municipality will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

The Municipality of the County of Cumberland reserves the right in its sole discretion to clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

27. Language

Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English, or both English and French.

28. Eligibility and Conflict of Interest

A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the Municipality of the County of Cumberland's opinion, give rise to a conflict of interest in connection with a project.

Bidders are cautioned that acceptance of their Bid may preclude them from bidding on subsequent phases where a conflict of interest may arise; Bidders should study the project implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Bidder on the initial phase may be permitted to bid on subsequent phases as long as, in the Municipality's opinion, no conflict of interest would be created in performance of the work by that Bidder.

Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the Municipality's opinion; give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.

29. PROTECTION OF THE MUNICIPALITY OF CUMBERLAND AGAINST LAWSUITS

29.1 Release

Except only and to the extent that the Municipality of County of Cumberland is in breach of Section 24 –*Confidentiality and Freedom of Information*, the Bidder now releases the Municipality of County of Cumberland from all liability for any Losses in respect of:

- .1 any alleged (or judicially imposed) breach by the Municipality of the County of Cumberland of the REQUEST FOR TENDERS (it being acknowledged and agreed that to the best of the parties' knowledge, the Municipality of the County of Cumberland has no obligation or duty under the REQUEST FOR TENDERS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));
- .2 any unintentional tort of the Municipality of the County of Cumberland occurring in the course of conducting this REQUEST FOR TENDERS process;
- .3 the Bidder preparing and submitting its Tender;
- .4 the Municipality of the County of Cumberland accepting or rejecting its Tender or any other submission;
- .5 the manner in which the Municipality of the County of Cumberland:
 - (a) reviews, considers, evaluates or negotiates any Tender,
 - (b) deals with or fails to deal with any Tender or Tenders, or
 - (c) decides to enter into a Contract or not enter into any Contract; and

- (d) the bidder(s), if any, with whom the Municipality of the County of Cumberland enters a Contract.

29.2 Indemnity

Except only and to the extent that the Municipality of County of the Cumberland breaches Section 24 –*Confidentiality and Freedom of Information*, the Bidder now indemnifies and will protect and save the Municipality of County of Cumberland harmless from and against all Losses, in respect to any claim or threatened claim by the Bidder or any of its Sub-contractors or agents alleging or pleading.

- .1 any alleged (or judicially imposed) breach by the Municipality of County of Cumberland or its officials or employees of the REQUEST FOR TENDERS (it being agreed to that, of the best of the parties' knowledge, the Municipality of the County of Cumberland has no obligation or duty under the REQUEST FOR TENDERS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),
- .2 any unintentional tort of the Municipality of the County of Cumberland or its officials or employees occurring in the course of conducting this REQUEST FOR TENDERS process, or
- .3 liability on any other basis related to this REQUEST FOR TENDERS or the Tender process.

29.3 Limitation

In the event that, with respect to anything relating to the REQUEST FOR TENDERS or this Tender process (except only and to the extent that the Municipality of the County of Cumberland breaches 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the Municipality of County of Cumberland or its officials, officers, agents or employees are found to have breached (including fundamentally breached) any duty or obligation of any kind to the Bidder or its Sub-contractors or agents whether at law or in equity or in contract or in tort, or are found liable to the Bidder or its Sub-contractors or agents on any basis or legal principle of any kind, the Municipality of the County of Cumberland liability is limited to a maximum of \$100, despite any other term or agreement to the contrary.

29.4 Dispute Resolution

Any dispute relating in any manner to this Request for Tenders or the Tender process (except only and to the extent that the Municipality of County of Cumberland breaches Section 29.3 – *Limitation*, Section 29.4 – *Dispute Resolution*, Section 24 – *Confidentiality and Freedom of information*, and also excepting any disputes arising between the Municipality of the County of Cumberland and any bidder with whom the Municipality of the County of Cumberland has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

30. Survival/Legal Effect of Tender Contract

All of the terms of this Attachment A to this Tender Form which by their nature require performance or fulfillment following the conclusion of the Tender process will survive such issuance and will remain legally enforceable by and against the Bidder and the Municipality of the County of Cumberland.

AS EVIDENCE OF THE BIDDER'S INTENT TO BE LEGALLY BOUND BY THIS ATTACHEMENT A, THE BIDDER HAS EXECUTED AND DELIVERED THIS ATTACHMENT A, AS AN INTEGRAL PART OF ITS TENDER FORM IN THE MANNER AND SPACE SET OUT BELOW:

Authorized Signatory for the Bidder

Date

Print Name and Title