REQUEST FOR PROPOSALS
RFP-MCC-2405

BUILD OF A NEW FIRE STATION LOCATED IN SPRINGHILL NOVA SCOTIA

MUNICIPALITY OF THE COUNTY OF CUMBERLAND
UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD, RR # 6
AMHERST N.S B4H 3Y4

CLOSING: Monday, March 11, 2024, at 2PM

Introduction

The Municipality of the County of Cumberland recently undertook a review of fire services in Cumberland County including but not limited to facilities, equipment, standards, personnel and resulted in severally recommendations related to facilities throughout the county.

Cumberland County, excluding Amherst and Oxford, have 16 fire departments and a volunteer force of over 300 members. The Fire Department in Springhill is one of the "Support Hub" departments under the new model for fire services in Cumberland County. The existing Springhill Fire Station was built in 1972 and has not seen any major renovations since. The facility if located on a small lot with no opportunity for expansion and is undersized for the vehicular equipment currently being used. The existing facility lack the infrastructure needed to appropriately address the health and safety needs of the firefighters. The Municipality of Cumberland has acquired lands to accommodate a new location for the new facility.

Goals and Objectives

Through the issuance of this RFP, the County intends to select a proponent that, through the evaluation process of the proposal submitted, is found to be best qualified and most suitable to provide the services required.

Proposal Submissions

The Country will be receiving sealed proposals at the **Upper Nappan Service Center**, located at **1395 Blair Lake Road, Upper Nappan**, no later than **2 PM** local time on **Monday, March 11, 2024** for:

PROPOSAL: DESIGN-BUILD OF A New Fire Station to be located in Springhill Nova Scotia on lands identified as PID NO. 25258468.

ATTENTION: SHELBY HUM, PROCUREMENT COORDINATOR

Proponents must submit all documents requested for this project complete in a sealed envelope clearly marked with information above, by Monday, March 18, 2024 at 2PM.

All proposals must include one original, two copies and one digital in a sealed envelope on which the outside will be clearly marked **Design Build of a New Fire Station**, **with the name and address of the proponent submitting the proposal**.

Proposals will also be accepted by email at procurement@cumberlandcounty.ns.ca Those choosing to submit their Proposal to the email address above must send it as a single digital PDF attachment. Proponents submitting their Proposal by email must request confirmation that the email and attachment have been received, and until such confirmation is provided, must assume their Proposal has not been received. The Municipality's email system does not accept emails larger than twenty megabytes (20 MB). Proposals received after the Submission Deadline and incomplete Proposals may not be accepted, at the sole discretion of the Municipality. The opening of the Proposals will not be public. The successful Proponent will be advised following acceptance by Municipal Council.

Any proposals submitted by fax or telephone will not be accepted under any circumstances.

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

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

The County reserves the right to cancel the contract immediately upon written notice, if, in the opinion of the Chief Administrative Officer, the successful Proponent is not fulfilling the terms, conditions and specifications of the contract. All fees will be paid up to the date the work terminates, based on the work plan submitted and actual work completed.

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

All proposals must be firm for 90 calendar days. Price includes all delivery charges, FOB sites in Springhill Nova Scotia.

The proponent is responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to the contact named in the RFP. Email is the preferred method of contact.

Proposal approval will be contingent on the proposal and the related capital budget for this activity being approved by the Municipal Council. The successful proponent and the County can then proceed to settle, draft, and sign the necessary legal agreement to proceed.

This RFP is subject to the Agreement on Internal Trade and the Atlantic Procurement Agreement.

Proposal Opening

There will not be a public opening of this proposal.

Time

Time is of the essence in all matters arising under this request.

Revision of proposal

Revisions shall be submitted only by signed letter delivered. Only the bidder's entries on the delivered proposal offer may be revised. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words. The revision shall not include the total bid price.

Local Preference

Section 23 of the County Procurement Policy related to Local Preference in purchasing does not apply for the RFP. Municipal staff or Council will follow the requirements of the Atlantic Procurement Agreement in addressing Local Preference.

Completion/Delivery/Cancellation

Time is of the essence and the specified completion/delivery dates should be carefully considered before bidders enter a promised date on this form. Failure to meet promised completion/delivery dates may result in cancellation of any subsequent order.

Errors

Proposal as received shall be considered final and no proposal shall be altered, amended, or withdrawn after the specified closing date.

Form

Proposals will not be accepted unless properly signed and submitted on this form. Qualifying clauses or exceptions may result in rejection of the Proposal.

Liability

The Bidder acknowledges that it is an independent contractor and shall indemnify, protect and save harmless the County, its agents, employees, successors and assigns from any and all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Vendor, its agents or employees, of the work or materials covered by this RFP, or any agreement arising herefrom or incidental or ancillary thereto.

Any claims against a contractor working on behalf of the County must be documented and the claims process started within 3 days of receipt of original complaint. The County will not pay any contractor in full with an outstanding insurance claim brought forward during the contracted work.

Contact

All questions relating to this RFP document package are to be directed to:
Name: Shelby Hum
Title: Procurement
Email: shelbyhum@cumberlandcounty.ns.ca

Should any question raised by a bidder necessitate an addendum to this proposal, notice of addendum will be posted on the Provincial (www.gov.ns.ca/tenders) and Town of Amherst (www.cumberlandcounty.ns.ca) websites. **Questions will only be accepted up to and including Monday, February 26, 2024. Any questions received after this date will not be considered.**

Documentation Requirements

Proposal Security
The Proponent forwards herewith a Bid Bond or irrevocable letter of credit in the amount of ten percent (10%) of the proponent's Bid Price, payable to the County, and the Proponent agrees this amount may be forfeited as liquidated damages in the event that the proposal is withdrawn after closing, or the Proponent fails to comply with any other provisions of this proposal. The bid bond shall be returned to the unsuccessful Proponent(s) after a Contract has been signed with the successful Proponent.

Performance Guarantee
The successful Proponent is to provide a Performance Bond for the value of the work from a reputable guarantor to be held by the Municipality of the County of Cumberland until completion of the project as determined by the Municipal Engineer. Performance Bond will be in the amount of 50% for Labour and 50% for Materials.

Safety Certification
1. Proponents will submit **with their Proposal** a copy of Tenderer's current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association, or a recognized safety certified company such as the Nova Scotia Construction Safety Association, and the Province of Nova Scotia Department of Labor.
2. Out of province companies shall submit, **with their Proposal**, a current and valid Letter of Good Standing from their province of origin or from a recognized Safety Association which utilizes an external audit element.
3. Out of province companies may obtain a Letter of Good Standing from the Nova Scotia Construction Safety Association, or a recognized safety certified company, upon submission of documentation verifying training and compliance with the NS OH&S Act and Regulations
4. **In any event, out of province Proponents will have to satisfy and provide proof from the Nova Scotia Construction Association in respect to their safety status prior to being awarded a contract.**

Workers Compensation
A certificate of good standing with the Workers' Compensation Board of Nova Scotia **must** be provided by the successful bidder prior to execution of the Articles of Agreement.

Insurance Requirements
Prior to the execution of the Articles of Agreement:

Successful proponent shall provide a valid insurance certificate, **with the Municipality of the County of Cumberland named under additional insured, and:**

- ☐ General Liability Insurance not less than $5,000,000, inclusive per occurrence for bodily injury, death and damage to property. This insurance shall be maintained continuously from commencement of the Work until completion of the Work.
- ☐ Automobile Liability Insurance in respect to licensed vehicles of not less than $5,000,000 inclusive per occurrence for bodily injury, death and damage to property.

Development Permits, Work Permits, etc
Successful proponent shall also meet with the County authority to complete any Work Permit, Safety Permits, Development Permits, Building Permits that are provided by the County prior to work commencement.

Proposal Requirements

Proposals are to include the following:

- ☐ The proposal is to include an overview outlining company experience in the construction business highlighting relevant similar buildings.
- ☐ Examples of previous similar projects
- ☐ Work plan including project schedule.
- ☐ A timeframe for completion and occupancy
- ☐ Name and experience of project manager, architect, engineer and general contractor
- ☐ Conceptual building elevations and footprint
- ☐ List of sub-contractors and their expected positions and/or expertise
- ☐ An estimate of the fees and expenses required to complete the work
- ☐ At least three references, particularly those including public buildings.
- ☐ **Signed copy of any attachments and addendums.**

Scope of Work

The successful proponent will design and complete the design and construction of a new fire station located in Springhill at PID NO. 25258468, 1 NO 2 Highway, Springhill. The proponent will be responsible for all aspects of the design and construction.

The use of high-quality building material, lighting, heating recommendations and technologies to ensure maximum energy efficiency is expected and proposals need to demonstrate the manner that this will be achieved. These include increased insulation in walls, high-efficiency glazing, consideration for the use geothermal energy, air-source heat pumps, a high-efficiency electric boiler.

This facility will be considered as a “turnkey” project and will include (but not limited to), all flooring, finishes, window treatments, external signage, internal signage, shelving, storage containers, built in counters, exterior staff parking , guest parking, landscaping, fencing, etc. There will be specific pieces of equipment from existing fire stations that will need to be removed and reinstalled in the new facility. ie: Air tanks, ice machines, coolers, containment lockers, compressors, etc.

The successful proponent shall perform the work in accordance with applicable codes and standards including but not limited to the National Building Code of Canada, National Fire Code, Canadian Electrical Code, etc. including all amendments up to RFP closing date. The Province of Nova Scotia have seen a variety of natural disasters in recent years. **Proposals will include consideration of Post Disaster design criteria as presented under the National Building Code of Canada.**

The proponent shall comply with all laws, codes, ordinances, rules and regulations relating to the work and follow the Occupational Health and Safety Act and associated regulations under the laws in effect in the Province of Nova Scotia throughout the duration of the contract.

Proponent will be responsible for any/all permits and/or fees required to meet all National Building Codes, Federal, Provincial regulations, Occupational Health and Safety regulations and Environmental regulations.

The contractor/engineer should supply a Stormwater Management Plan for the entire property showing how drainage will be managed on site post construction.

Proponent will be responsible to satisfy all applicable County By-laws.

It is the intention that the successful proponent will provide options for approval on all aspects of the project.

It is expected that submissions will include a rendering/floor plan for both facilities that demonstrates the concept being presented.

NOTE: The successful proponent will be responsible to disconnect, move and reconnect a number of pieces of equipment, etc from the existing fire station. Examples would include electronic signs, ice makers, air fill stations monuments and sound systems, etc. A list for both facilities will be provided during the planned site visit to the existing facilities.

To demonstrate the County's expectation for this facility, a description of each of the rooms spaces in the facility are as follows*: We envision that the Springhill Facility will be approximately 11,000 sf. The following room description and sizes are intended to provide interested parties with some of the potentials for completion of this facility however, it is anticipated that the successful proponent will submit a proposal that will exceed these initial expectations. It needs also to be noted that all rooms will likely require both data and communications drops to suitably address operations.*

ROOM	PURPOSE
Apparatus Room	There are a number of standards and best practices for apparatus bay sizes. The most common are the Fire Underwriters Surveys (FUS) and the Unified Facilities Criteria. A recent fire services review has determined that the total optimum space for **Apparatus room space for the Springhill fire Station should be in the range of 5800 square feet. It is anticipated that a minimum of 5 bays or equivalent will be needed.** It would be preferable that 1 of the bays be a drive though where possible especially if consideration is being given to parking Apparatus two deep or in tandem. Bay doors are required to be at least 14 feet in width and support apparatus measuring 13.5 feet in height. Automatic closures on the bay doors to allow for them to be locked down after apparatus leaves on a call. Bays are

	required to be equipped with direct source capture vehicle exhaust systems that can be easily maintained in a rural setting in Nova Scotia ideally by Atlantic based service techs with easily available replacement parts if needed. A Pneumatic connection would be the preference. We do not have CFM requirements for the exhaust system and anticipate that you r subcontractor would determine this when recommending an exhaust system. Any system needs to provide sufficient positive pressure to remove all contaminants from the area. Dedicated compressed air drops and electrical drops, etc will be required for apparatus. Unimpeded Ceiling height in the bays need to be sufficient to allow firefighters to stand on top of a piece of apparatus to do equipment changes, maintenance, etc. (a 6' firefighter standing on an updated aerial truck which is 13.5' in height will require a ceiling height of at least 20')
Listing of existing trucks and tailpipe size	Truck # 2 5" tailpipe Truck # 3 and 4 4' tailpipe Truck # 5 4.5' tailpipe Aerial Truck 5" tailpipe
Bay Aprons and Parking	The surfacing structure of the fire hall yard between the truck bays and the public road shall be a paved surface sufficient to support fully loaded fire apparatus. The staff parking lot surfacing structure between the fire hall and public road shall be a paved surface designed to support typical parking lot loading. The parking lot near the entry to the bays shall be able to accommodate a minimum of 20 parking spaces for firefighters. A second paved area to accommodate parking for 10 guests plus 2 accessible parking spaces near the public entry. An overflow parking lot with a gravel surface that will accommodate 80 parking spaces will be included on the lot. A gravel travel way of sufficient width and structure to accommodate fire apparatus and provide access to any drive through bays will be constructed at the rear of the fire hall.
Exterior Lighting	The successful proponent will provide an exterior lighting plan for both the building and parking areas keeping both visibility and safety in mind.
Signage	The successful proponent will create and install appropriate signage including any department "coat of arms" signage.
Flag Poles	4 flag poles will be installed in the front of each building with secure access to draw ropes used to raise and lower the flags.

Training Room, Meeting Hub and Dinning Room.	Should be appropriately sized (not exceeding 3000 square feet) and have storage space adjacent the room for tables, chairs, supplies, etc. The space should include a room divider that can be used to accommodate multiple training or actual activities. (Such as one side used as an emergency comfort station and the other as an Emergency Operations Center.) Space to be used as comfort station during emergencies and will require both power and data drops for public usage. Flooring and finishes need to be able to withstand significant activity.
Kitchen	Located next to Community Room and may support all activities that may take place there. Should be appropriately sized for the facility have easy access/exit for staff and supply deliveries and a pass though for food serviced during either community events or emergency events. (Some *equipment including freezers, ice machines, etc that will need to be moved and reconnected in the new facility).* A listing will be attached to this RFP. Sufficient cupboards and drawer space, food grade counters and sufficient cupboards to address both cooking and serving requirements. The Kitchen will require a 3 bay sink. The Kitchen will require the supply and installation of a commercial range hood with approved fire suppression system.
Fire Chiefs Office (Administration)	This office should have sufficient space to accommodate daily routine duties of the Chief and act as meeting room for 5 or 6 people. Flooring and finishes to reflect normal office activities.
Fire Safety, Administration and File Room	This room should be also sized similar to Chiefs Office and will be used for testing and to retain various files related to fire/rescue events to training records.
Fitness/Exercise Room	We envision this room to measure approximately 300 sf and will need to accommodate existing fitness equipment currently in use in both facilities. The successful proponent will be responsible for moving this equipment to the new facilities. Flooring and finishes need to reflect the room use.
Coat Closets	Coat closet for firefighters and guests near the entry to Offices and Bays in addition to a coat room for the public near entrance to community room to address events, etc.
Fire Fighters Washrooms	Two separate washrooms/ Each to have 2 toilets (one stall being barrier free in each), 2 sinks with at least 1 in each washroom being barrier free and 1 barrier free shower in each washroom. All washrooms need to address occupancy load requirements.
Janitors Closet and Supply Room	Janitors closet near Staff Washrooms with good access to the public areas and would include a floor sink,

	shelving for supplies (paper towels, tissue, cleaners, etc) space for cleaning implements such as brooms, floor scrubber, mops, buckets, etc.
Drying and Storage Room for Fire Hoses	Storage room with appropriate shelving for fire hoses. Ideally having a small tower with a pully system for drying hoses connected to this space.
Firefighter lounge	Small room approximately 400sf in area with kitchenette to accommodate members on duty.
Public Washrooms/Showers	Two separate washrooms. One with 2 toilets (1 stall to be barrier free), 1 urinal, 2 sinks (at least 1 to be barrier free) and 1 barrier free shower and the second with 6 toilets (1 stall to be barrier free), 3 sinks (at least 1 to be barrier free and 1 barrier free shower. Once again, washrooms will need to address required occupancy loads for the facility.
Decontamination Area	This area should contain decontamination sinks, safety shower and eye-wash station. This room or space is to be located just off or adjacent to the apparatus bay floor for ease of access for responders.
Communications/Dispatch Room	Sized at approximately 75 sq. ft. and located in an area that ideally will overlook the apparatus room though a glass viewing window. Separation between this room and the apparatus room need to address all codes. The room will contain the stations radio communications equipment , a desk, and a chair, hand units and chargers, computer towers, monitors, etc. The successful proponent will work with the Municipality to determine the placement of any required data drops, etc.
General Storage Area	To accommodate general supplies required for operations. Should have easy access from Apparatus Bays.
Excess PPE (Bunker Gear) storage room.	Should be at least 100 sq ft. and include racks to accommodate storage of excess Firefighter bunker gear.
PPE (Bunker Gear)and Equipment Storage Space	Springhill Fire Station have existing racks in the apparatus room at their current location that the successful proponent will be moving to the new location and installed in that apparatus room.
Generators and Generator Rooms	A new generator to be located in Close proximity to Electrical Room with access from both interior and exterior of building. Consideration will be made for generators located on the exterior of the building. The successful proponent will include consideration for a propane generator with sufficient capacity to operate all functions of each facility.
Compressor Room and Filling Station	Separate space in the facility to host air compressors for providing compressed air for apparatus and for supporting the Fill Stations for Air Tanks. Ample space on

	Apparatus Floor to accommodate filling station for Air Tanks and storage of Air Tanks. Existing Compressors and Filling stations will be disconnected, moved, and installed by the successful proponent to the new site.
Electrical Room and Mechanical Room	Appropriately located.
Cable Management Plan	All necessary connections from the radio base in the communications room to the radio antennas on the roof including antennas.
Storage lockers for flammables and combustibles.	The proponent will supply acceptable storage locker in each building for the storage or flammable and combustible containers.
Display Area	To be located near the public entry to the facility and will be used by fire members to display historical memorabilia. The area needs should be glassed in and secure and with appropriate access for members to change or update contents.
Other	The new facility requires an alarm system, carbon monoxide detectors and security cameras (exterior and interior) with the base located in communications room with the ability for remote access. The facility will need a water fill station to be located for easy access by fire fighters and visitors in the public area. The utilities in Springhill include: 200mm Concrete Sanitary Sewer 350m Ductile Iron Watermain
The following information will be attached to this RFP	Property Description Geotechnical report recently completed for the Municipality. Recent flow tests.

Site Security

Proponents are required to include a site security and access plan detailing how the site will be secured, with access only for the contractor, subs and the owner's official representative and no access to the general public. Include details on, if successful, how you intend to communicate these restrictions though signage, etc. with the public and the Municipality during construction .

Project Schedule

The expected start date for this Project is anticipated to be within 3 weeks of closing. However, this may be subject to change and is therefore presented primarily for guidance:

Expected Start Date: 10 calendar days after approval by the Municipality of the County of Cumberland Council

Immediately upon entering into an agreement with the County, the successful proponent will secure the site as a construction site, with suitable signage regarding entry and safety. A sign that will be visible to the public and provided by the proponent stating "Future Home of the New SPRINGHILL FIRE DEPARTMENT" will be erected.

Occupancy Date

It is critical that this structure be substantially complete and is ready to receive occupants **March 1, 2025.**

Planning/Predesign

Following the award of the RFP, the successful proponent will meet with the Municipal Engineer, Project Coordinator and County staff to present the detailed design of the building. Once complete no change orders will be made to the design and/or construction details without the authorization of the Municipal Engineer.

The proponent will be required to coordinate with all suppliers and specialized contractors. The proponent will provide on-going construction supervision as required to oversee the construction of each phase of construction and report to the Owner at regular scheduled intervals which will be determined at the first initial meeting held prior to work commencement.

The Owner will always have access to the site.

Evaluation Criteria

An evaluation committee will be established to evaluate proposals. All proposals will first be evaluated on their compliance of response to all sections of this Request for Proposals. Compliant proposals will be further evaluated based on the following criteria:

Criteria	Weight
Overall understanding and appropriateness of proposal	20%
Cost of Project **	25%
Past Experience & References	20%
Use of innovation in project (energy plan, community center, fire services requirements etc…….	15%
Timeline for completion	10%
Meets the Needs of the County	10%

****Proposals will be scored by the following equation for Cost of Project:**

1. Lowest bid will receive highest score of 25%
2. Next lowest bid will be divided into the lowest bid x 25 =_%

3. Next lowest bid will be divided into the lowest bid x 25 = _% and so on

Methodology

Proposal will include the name and qualifications of the Architect, Engineer, General Contractor, and any sub-contractors to be used and in what capacity. Proposal will have a conceptual design of the proposed building, complete with conceptual elevation drawings. Proposal will clearly articulate the reason(s) why this is the best value for the County of Cumberland.

Successful proponent will work with County staff to complete a detailed design that will include energy efficient and cost-effective building technologies and any other energy efficient architectural innovations the proponent feels will benefit the County.

Proposal will address any environmental concerns or issues during construction to ensure there is no harm to local environment.

Safety

The Proponent will be responsible for all safety measures at the construction site. Proponent will be responsible to ensure all employees, contractors and sub-contractors follow all safety regulations such as the Nova Scotia Occupational Health and Safety Act and Regulations. Proponent is responsible to deal with concerns or hazards that may develop during the course of the project and shall set up safety procedures for contractors, employees, and sub-contractors to follow.

INDEMNITY

If the contract is awarded, the successful proponent shall indemnify and save harmless the County and its directors, officers, employees and agents from and against any and all liability, claims, demands, losses, costs, damages, actions, suits or proceedings, including solicitor's fees, howsoever arising or incurred, including those alleging damage to property or injury to, or death of, any person arising out of, or attributable to, the contractor's performance of or the failure to perform the Work of the contract awarded.

Any property or work to be provided by the contractor under this contract will remain at the contractor's risk and the contractor will replace, at the contractor's expense, all property or work damaged by any cause whatsoever.

TERMINATION

Termination of Convenience:

The County may terminate a contract in whole or in part, whenever the County determines that such a termination is in the best interest of the County, without showing cause, upon giving written notice to the proponent. The County shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to date of termination.

Termination of Default:

When the proponent has not performed or has unsatisfactorily performed the contract, the County may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the County. Failure on the part of the proponent to fulfil the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and completing the work.

WARRANTY/GUARANTEE

All materials, work and sub-contractors work are to be free of lien and shall be warrantied and/or guaranteed for a period of twelve months which will commence on the date of substantial completion, as determined by the Municipal Engineer.

The winning proponent, upon written notice during the warranty/guarantee period, will immediately replace, repair or otherwise make good all defective work, materials or equipment at no additional cost to the Town.

SOCIAL CONSIDERATIONS

Proposal is to include strategies on ways to enrich the local economy including, but not limited to, hiring of local workers, utilizing local suppliers, and supporting local businesses.

SUB-CONTRACTORS

Proponent shall submit a list of sub-contractors they propose to use on this project reserving the right to them to substitute other sub-contractors for any other trades in the event that any sub-contractor withdraws his bid or becomes bankrupt after the date of award. Any such substitution shall be subject to the approval of the County, and contingent upon evidence of withdrawal or bankruptcy satisfactory to the County.

List is to include, but not limited to:

	SUB-TRADE	SUB-CONTRACTOR / SUPPLIER
1.	Flooring	_____
2.	Plumbing	_____
3.	Ventilation/Exhaust	_____
4.	Electrical	_____
5.	Interior Doors & Frames	_____
6.	Exterior Doors & Windows	_____
7.	Interior Finishes	_____
8.	Elevator	_____

9. Other _____

10. Other _____

11. Other _____

DISPOSAL OF MATERIALS

All construction debris/material from the structure and from the property is to be disposed of in a manner **approved by the Department of Environment for the Province of Nova Scotia.** Proposal cost is to include the disposal of materials and at no time shall the Municipality be responsible for the disposal.

The successful bidder will be responsible for

All demolition materials, as determined by the Department of Environment, must be taken to the Cumberland Central Landfill located at Little Forks, or the appropriate closest disposal site for the type of regulated material being disposed.

SITE VISIT Opportunity

There will be a site visit opportunity of the current Springhill Fire Station located at 5 Main Street, Springhill on Thursday, February 15, 2024, commencing at 10:00 am until 11:30am. The purpose of this visit is to allow interested proponents to view any equipment that will need to be disconnected, moved, and reconnected at the new facility as part of this project. In addition, Municipal Staff will be present to accept question that interested proponents may have in relation to the project.

PRIMARY WORK LOCATION

The Primary work location is located at PID NO. 25258468, 1 NO 2 Highway, Springhill.

LIQUIDATED DAMAGES

The County and the successful proponent will agree that, in the event that the Work, or portions of the Work, as identified in the Contract documents are not completed and the buildings are not ready for occupancy by the date specified in the Contract, the County will suffer damages, which are difficult to identify with precision because of the nature of the project.

The successful proponent and the County agree that a fair pre-estimate of the amount of set damages is five hundred dollars ($500.00) per calendar day. Therefore, the parties agree that the successful proponent shall pay to the County for each and every calendar day after the identified Contract completion date, the sum of five hundred dollars ($500.00) determined by the parties hereto to be liquidated damages, not a penalty. These damages will be deducted from the contract amount.

FORM OF TENDER

1. SALUTATION

.1 **To:** Municipality of the County of Cumberland
Upper Nappan Service Centre
1395 Blair Lake Road, RR # 6
Amherst, NS B4H 3Y4
ATTENTION: Shelby Hum
Procurement

.2 **For:** **RFP-MCC-2405 DESIGN-BUILD OF A NEW FIRE STATION LOCATED IN SPRINGHILL NOVA SCOTIA**

.3 **From:** _____

_____

_____

2. PROPONENT DECLARES:

.1 That this proposal was made without collusion or fraud.

.2 That he has carefully examined the proposed work; familiarized himself with local conditions, including labor conditions; carefully examined the Contract Documents and taken all the foregoing into consideration in preparation of this Proposal.

.3 That addenda numbers _____ to _____ inclusive were carefully examined.

3. PROPONENT AGREES:

.1 To enter into a contract to supply all labor, material and equipment and to do all work necessary for the price stated in Subsection 4 here under, Schedule of Quantities and Unit Prices.

.2 That this Proposal is valid for acceptance for 90 days from Closing.

.3 To provide evidence of ability and experience with the Proposal, including: experience in similar work, work currently under contract, senior supervisory staff available for the project, equipment available for use on the Work, and financial resources.

.4 That failure to enter into a formal contract and give specified insurance documents and contract security within the time required will constitute grounds for forfeiture of certified cheque or enforcement of bid bond.

.5 That if certified cheque is forfeited, Owner will retain the difference in money between amount of Proposal and amount for which Owner legally contracts with another party to perform the Work and will refund balance, if any, to the Proponent.

.6 That the Contract Documents include:

.1 Project Documents

Form of Proposal
Attachment "A" signed
Sub-contractor/Supplier List
All supplementary documents as released before closing by The Municipality of the County of Cumberland
RFP-MCC- Proposal including all supplementary documents, as submitted by:

_____

.3 Any addenda as issued and as confirmed in subsection 2.3 of this section.

4. SCHEDULE OF QUANTITIES AND UNIT PRICES

Total Design, Detailed plans & Construction

Costs Springhill Fire Station. **$** _____

TOTAL PROPOSAL COSTS **$** _____

(Excluding HST)

5. SUBSTANTIAL COMPLETION TIME

Proponent agrees that all work will be completed prior to March 1, 2025.

6. SIGNATURES

DATED THIS DAY _____ OF _____, 2024.

_____Full Legal Name of Firm
{Seal}

_____ _____Address
Telephone

_____ _____Signature
Name and Title (printed)

_____ _____Signature
Name and Title (printed)

**Proposals 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 types, including Tenders, Requests for Proposals, among others, and include contracts for goods and services. As such, not all clauses will be applicable in all situations and a reference to one type of procurement should be read so as to apply to any type of procurement. 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.

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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). This 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 Municipality of the County of Cumberland and the successful bidder following approval of the Contract by the Municipality of 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.

"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 Nappan Service Centre on Blair Lake Road will be assumed to be correct in the event of dispute.

All Bids must be sent to the County of Cumberland, Nappan Service Centre (as identified in the Invitation documents), and will be opened there, in accordance with the County of Cumberland 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**. (There will not be a public opening for this RFP.

3. Methods of Submission

General

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

All bids received must be signed and dated by the authorized signatory for the bidder, with name and title clear and legible, on signature page of attachment A.

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 [xx]".

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.

4. Obtaining Documents

Bids are to be submitted on the official Invitation forms as issued through the 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 County of Cumberland.

Invitation documents are available directly from the County of Cumberland, Upper Nappan Service Centre, 1395 Blair Lake Road, Amherst Nova Scotia.

Notices of tenders are viewed on the County of Cumberland website at www.cumberland county.ns.ca and the Nova Scotia Public Tenders website at www.gov.ns.ca/tenders.

5. Vendor Registration

Bidder Registration: There is no requirement for Bidders to register with the County of Cumberland Supplier Registry to receive Invitation documents or submit Bids.

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 County of Cumberland, if any. The County of Cumberland will not defray any costs incurred by a Bidder in responding to an Invitation.

The 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 County of Cumberland 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 County of Cumberland office 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 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 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 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 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 County.

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 County.

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 County of Cumberland will cancel the Invitation, or will issue an Addendum to update the specification. Bidders should notify the County 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 County of Cumberland reserves the right to inspect or test any product bid to determine equivalency and may require a demonstrator or sample items in order to be able to evaluate the items proposed. The County 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 County of Cumberland reserves the right to modify the terms of the Invitation at any time prior to closing, at its sole discretion.

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 Provincial website at **www.gov.ns.ca/tenders** . 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 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 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 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 County.

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 County of Cumberland reserves the right to reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

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 County of Cumberland will be the sole judge of whether a Bid is accepted or rejected.

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

22. Cancellation; No Award

Issuing an Invitation implies no obligation on 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 County of Cumberland after the Invitation has been issued that the County 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 County of Cumberland reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

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 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 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 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 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&lg=efor** further information.

24. Confidentiality and Freedom of Information

All Bids submitted become the property of the The Municipality of the County of Cumberland. By submitting a Bid, the Bidder hereby grants the County a license to distribute, copy, print or translate the Bid for the purposes of the Invitation. Any attempt to limit the Municipality's rights 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 of the County of Cumberland 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 County. 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 County of Cumberland.

The County of Cumberland is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for the County of Cumberland 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 County of Cumberland will be considered correct.

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

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 County unless made in writing.

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

26. Accuracy of the Invitation; Right to Clarify

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

The County 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 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.

The County of Cumberland follows the Atlantic Standard Terms & Conditions for Goods and Services. Any discrepancy between this document and the Atlantic Standard Terms and Conditions; the Atlantic Standard Terms and Conditions shall prevail. Failure to comply with these Terms and Conditions could cause the Bidder's Bid to be disqualified.

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 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 County's opinion, no conflict of interest would be created in performance of the work by that Bidder.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the County'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 COUNTY OF CUMBERLAND AGAINST LAWSUITS

.1 Release

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

.1 any alleged (or judicially imposed) breach by the County of Cumberland of the REQUEST FOR PROPOSALS (it being acknowledged and agreed that to the best of the parties' knowledge, the County of Cumberland has no obligation or duty under the REQUEST FOR PROPOSALS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially));

.2 any unintentional tort of the County of Cumberland occurring in the course of conducting this REQUEST FOR PROPOSALS process;

.3 the Bidder preparing and submitting its Proposal;

.4 the County of Cumberland accepting or rejecting its Proposal or any other submission;

.5 the manner in which the County of Cumberland:

(a) reviews, considers, evaluates or negotiates any Proposal,
(b) deals with or fails to deal with any Proposal or Proposals, or
(c) decides to enter into a Contract or not enter into any Contract; and
(d) the bidder(s), if any, with whom the County of Cumberland enters a Contract.

.2 Indemnity

Except only and to the extent that the Municipality of the County of Cumberland breaches Section 24 –*Confidentiality and Freedom of Information,* the Bidder now indemnifies and will protect and save the 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 County of Cumberland or its officials or employees of the REQUEST FOR PROPOSALS (it being agreed to that, of the best of the parties' knowledge, the County of Cumberland has no obligation or duty under the REQUEST FOR PROPOSALS which it could breach (other than wholly unanticipated obligations or duties merely alleged or actually imposed judicially),

.2 any unintentional tort of the County of Cumberland or its officials or employees occurring in the course of conducting this REQUEST FOR PROPOSALS process, or

.3 liability on any other basis related to this REQUEST FOR PROPOSALS or the Proposal process.

.3 Limitation

In the event that, with respect to anything relating to the REQUEST FOR PROPOSALS or this Proposal process (except only and to the extent that the County of Cumberland breaches 29.3 – *Limitation,* Section 29.4 – *Dispute Resolution*, Section 24 –*Confidentiality and Freedom of Information*), the 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 County of Cumberland liability is limited to a maximum of $100, despite any other term or agreement to the contrary.

.4 Dispute Resolution

Any dispute relating in any manner to this Request for Proposals or the Proposal process (except only and to the extent that the County of Cumberland breaches Section 29.3 – *Limitation*, Section29.4 – *Dispute Resolution*, Section 24 – *Confidentiality and Freedom of information*, and also excepting any disputes arising between the County of Cumberland and any bidder with whom the County of Cumberland has entered a Contract) will be resolved by arbitration in accordance with the CCDC 40.

30. Survival/Legal Effect of Proposal Contract

All of the terms of this Attachment A to this Proposal Form which by their nature require performance or fulfillment following the conclusion of the Proposal process will survive such issuance and will remain legally enforceable by and against the Bidder and 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 PROPOSAL FORM IN THE MANNER AND SPACE SET OUT BELOW:

_____ _____

Authorized Signatory for the Bidder Date

_____

Print Name and Title