**REQUEST FOR PROPOSALS**
**RFP-MCC-2426**

# Construction of a New Covered Welcome and Viewing Shelter in Cape d'Or, Cumberland County, Nova Scotia

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

September 10, 2024

**CLOSING: September 24, 2024**
**2:00 PM**

1. **INTRODUCTION:**

**The Cape d'Or is** a coastal headland located south of Advocate Harbor, Nova Scotia. Cape d'Or Coastal Park consists of a small property owned by the Municipality of the County of Cumberland (the "Municipality") and has a working lighthouse operated by the Canadian Coast Guard and two light keeper's dwellings that have been converted into a Guest House and a working Restaurant. Access to Cape d'Or is by way of a winding, sometimes very steep, gravel road owned and maintained by the Province of Nova Scotia which is connected to a short un-graveled section of road owned by the Municipality. The road ends at a parking area at the top of the headland

2. **GOALS AND OBJECTIVES**

Through the issuance of this RFP, the Municipality 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.

3. **PROPOSAL SUBMISSIONS AND CLOSING**

Proposals must be received at the Upper Nappan Service Centre no later than **September 24th, 2024 at 2:00 P.M. ATLANTIC TIME.**

The following is to be used in the preparation and submission of a proposal for "**Construction of a New Covered Welcome and Viewing Shelter"**

Completed vendor proposals and other correspondence should be submitted to:

**MUNICIPALITY OF CUMBERLAND**
**UPPER NAPPAN SERVICE CENTRE**
**1395 BLAIR LAKE ROAD**
**UPPER NAPPAN, NS**
**B4H 3Y4**

**ATTENTION: Shelby Hum**
**Procurement**

**Proposals may be submitted in a sealed envelope clearly marked "Construction of a New Covered Welcome and Viewing Shelter"**

Please provide **two (2) hard copies** and **one (1) PDF electronic copy** of your proposal.

Proposals may be submitted electronically, in a PDF document, to the below email. It is the responsibility of the vendor to confirm receipt of their proposal by the Municipality. This email address is for document submission only.

**procurement@cumberlandcounty.ns.ca**

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 to include all delivery charges to all the locations above in Cumberland County, 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 County 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.

## 4. PROPOSAL OPENING

There will not be a public opening of this proposal.

## 5. TIME

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

## 6. REVISION ON 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.

## 7. 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.

## 8. 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.

## 9. ERRORS

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

## 10. 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.

## 11. LIABILITY

The Bidder acknowledges that he is an independent contractor and shall indemnify, protect and save harmless the Purchaser, 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 materials covered by this order 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 complete any contractor with an outstanding insurance claim brought forward during the contracted work.

## 12. 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 Municipality of the County of Cumberland (www.cumberlandcounty.ns.ca ) websites.

## 13. DOCUMENTIATION AND REQUIREMENTS

**Safety Certification**

a. Proponents will submit **with 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
b. 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.
c. 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
**d. In any event, out of province Tenderers 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 County of Cumberland named under additional insured, and:**

General Liability Insurance not less than $2,000,000, 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 $2,000,000 inclusive per occurrence for bodily injury, death and damage to property.

**Development Permits, Work Permits, etc**
Successful proponents 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.

**14. PROPOSAL REQUIREMENTS**

Proposals are to include the following:

a. The proposal is to include an overview outlining company experience in the construction business highlighting relevant similar buildings.
b. Preliminary work plan including project schedule.
c. A timeframe for completion
d. Name and experience of project manager.
e. An estimate of the fees and expenses required to complete the work.
f. Provide references for past work.
g. **Signed copy of any attachments.**

**15. SCOPE OF WORK**

Please refer to the attached drawings detailing the specification for the Shelter. The Proponent must complete any site preparation needed and also remove 4 tree located on the incline between the site and the pathway to the Lighthouse facility.

**A SITE MEETING WILL BE HELD AT THE CAPE D'OR PARKING LOT ON WEDNESDAY, SEPTEMBER 18, 2024 AT 1PM.**

a. The successful proponent shall perform the work in accordance with the National Building Code of Canada, including all amendments up to RFP closing date.
b. 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 law in the Province of Nova Scotia throughout the duration of the contract.
c. 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.
d. The proponent will be responsible for satisfying all applicable County By-laws.
e. It is the intention that the successful proponent will provide options for approval on all aspects of the project.

**16. PROJECT SCHEDULE**

a. 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. The facility should be substantially completed by November 30, 2024.

b. **The successful proponent will secure the site as a construction site, with suitable signage regarding entry and safety.**

**17. OCCUPANCY DATE**

a. It is critical that each project be substantially completed by November 30, 2024 and in accordance with the schedule for work submitted and agreed upon by the Municipality of Cumberland and the successful Proponent.

b. **The Owner will always have access to the site at all times.**

**18. EVALUATION CRITERIA**

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 Appropriateness of Proposal | 25% |
| Cost of Project ** | 15% |
| Experience & References | 25% |
| Understanding of Scope of Various Projects Included. | 25% |
| Timeline for Completion | 10% |
| Meets the Needs of the Municipality | Mandatory |

**Proposals will be scored by the following equation for Cost of Project:
Lowest bid will receive highest score of 15%
Next lowest bid will be divided into the lowest bid x 15 =_%
Next lowest bid will be divided into the lowest bid x 15 = _% and so on

**19. METHODOLOGY**

a. The proposal will include the name and qualifications of the 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. The proposal will clearly articulate the reason(s) why this is the best value for the County of Cumberland.
b. 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.
c. Proposal will address any environmental concerns or issues during construction to ensure there is no harm to local environment.

**20. SAFETY**

a. The Proponent will be responsible for all safety measures at the construction site. The proponent will be responsible for ensuring all employees, contractors and sub-contractors follow all safety regulations such as the Nova Scotia Occupational Health and Safety Act and Regulations. The proponent is responsible for dealing 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.

**21. INDEMNITY**

a. 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.
b. 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.

**22. TERMINATION**

a. **Termination of Convenience:**
b. 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 the date of termination.

**Termination of Default:**

c. When the proponent has not performed or has unsatisfactorily performed the contract, the Municipality 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.

**23. <u>WARRANTY/GUARANTEE</u>**

a. All materials, work and subcontractors 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.
b. 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 Municipality of the County of Cumberland.

**24. <u>SOCIAL CONSIDERATIONS</u>**

a. The 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.

**25. <u>SUB-CONTRACTORS</u>**

a. 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 Municipality.

**26. <u>DISPOSAL OF MATERIALS</u>**

a. 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.
b. The successful bidder will be responsible for **All demolition materials, as determined by the Department of Environment, must be taken to the landfill located at Little Forks, or the appropriate closest disposal site for the type of regulated material being disposed.**

**27. <u>PRIMARY WORK LOCATION</u>**

a. The Primary work location is located at the Cape d'Or Lighthouse Property, Cumberland County Nova Scotia.

**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-2426 <u>Construction of a New Covered Welcome and Viewing Shelter LOCATED IN CAPE d'OR, NOVA SCOTIA</u>**

.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
All supplementary documents as released before closing by The Municipality of the County of Cumberland
RFP-MCC- including all supplementary documents, as submitted by:
_____

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

**1. SCHEDULE OF QUANTITIES AND UNIT PRICES**

**Total Costs New Covered Welcome/Viewing Shelter**

**TOTAL PROPOSAL COSTS** **$_____**

**(Excluding HST)**

**5. SUBSTANTIAL COMPLETION TIME**

**Proponent agrees that all work will be completed prior to _____, 2024.**

**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.

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***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