

HALIFAX REGIONAL MUNICIPALITY

REQUEST FOR QUOTATIONS FOR

Janitorial Services for Halifax Central Public Library

RFQ Number: 19S561

Date Issued: October 1, 2019

Deadline for Bids: October 25, 2019

Mandatory Meeting: *A mandatory bidders' meeting and site visit is scheduled for Tuesday, October 8, 2019. All interested vendors are required to meet promptly at 9:30 AM local time at 5440 Spring Garden Road, Halifax, NS. Meeting area is the parking garage back entrance of building (off of Queen Street). Interested vendors will provide their own transportation to and from the meeting.*

HALIFAX

Bid Submitted By (Vendor Name):

Created by HRM Procurement: contractadministrator@halifax.ca
November 29, 2018
Contract terms approved by Legal Services: April, 2018

Contents

1. PART 1 – SUBMISSION INSTRUCTIONS	4
1.1. INVITATION TO BIDDERS	4
1.2. HRM CONTACT	4
1.3. CONTRACT TERMS & CONDITIONS FOR DELIVERABLES	4
1.4. RFQ TIMETABLE	4
1.5. SUBMISSION OF BIDS	4
1.5.1. BIDS TO BE SUBMITTED AT PRESCRIBED LOCATION	4
1.5.2. BIDS TO BE SUBMITTED ON TIME	5
1.5.3. BIDS TO BE SUBMITTED IN PRESCRIBED FORMAT	5
1.6. AMENDMENT OF BIDS PRIOR TO SUBMISSION DEADLINE	5
1.7. WITHDRAWAL OF BIDS	5
1.8. BIDS IRREVOCABLE AFTER SUBMISSION DEADLINE	5
2. PART 2 – EVALUATION OF BIDS	6
2.1 BEST VALUE	6
2.2. ERRORS AND DISCREPANCIES	6
2.3. OVER-BUDGET BIDS	6
2.4. CONDITIONS OF AWARD	6
2.5. SELECTION OF HIGHEST SCORING BIDDER	6
3. PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS	7
3.1. GENERAL INFORMATION AND INSTRUCTIONS	7
3.1.1. RFQ INCORPORATED INTO BID	7
3.1.2. BIDDERS MEETINGS/MANDATORY SITE VISITS	7
3.1.3. REQUESTS FOR APPROVED ALTERNATES	7
3.1.4. BIDDERS TO FOLLOW INSTRUCTIONS	7
3.1.5. LANGUAGE	7
3.1.6. PRICING	7
3.1.7. NO INCORPORATION BY REFERENCE	7
3.1.8. REFERENCES AND PAST PERFORMANCE	7
3.1.9. INFORMATION IN RFQ ONLY AN ESTIMATE	8
3.1.10. BIDDERS TO BEAR THEIR OWN COSTS	8
3.1.11. BID TO BE RETAINED BY HRM	8
3.1.12. SUBJECT TO PROCUREMENT POLICY AND TRADE AGREEMENTS	8
3.1.13. NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF CONTRACT	8
3.1.14. BUSINESS REGISTRATION	8
3.2. COMMUNICATION AFTER ISSUANCE OF RFQ	9
3.2.1. BIDDERS TO REVIEW RFQ	9
3.2.2. ALL NEW INFORMATION TO BIDDERS BY WAY OF ADDENDA	9
3.2.3. POST-DEADLINE ADDENDA AND EXTENSION OF SUBMISSION DEADLINE	9
3.2.4. VERIFY AND CLARIFY	9

3.3. SELECTION OF SUCCESSFUL BIDDER, POSTING, AND DEBRIEFING	9
3.3.1. SELECTION OF BIDDER	9
3.3.2. REFUSAL TO HONOUR BID OR SATISFY CONDITIONS	10
3.3.3. POSTING OF AWARD	10
3.3.4. DEBRIEFING	10
3.3.5. SUPPLIER COMPLAINT PROCEDURE	10
3.4. CONFLICT OF INTEREST AND PROHIBITED CONDUCT	10
3.4.1. CONFLICT OF INTEREST	10
3.4.2. DISQUALIFICATION FOR PROHIBITED CONDUCT	10
3.4.3. PROHIBITED BIDDER COMMUNICATIONS	10
3.4.4. NO LOBBYING	10
3.4.5. ILLEGAL OR UNETHICAL CONDUCT	11
3.4.6. REJECTION OF BID	11
3.5. CONFIDENTIAL INFORMATION	11
3.5.1. CONFIDENTIAL INFORMATION OF HRM	11
3.5.2. CONFIDENTIAL INFORMATION OF BIDDER	11
3.5.3. PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT	11
3.6. RESERVED RIGHTS, LIMITATION OF LIABILITY AND GOVERNING LAW	12
3.6.1. RESERVED RIGHTS OF HRM	12
3.6.2. PAST LITIGATION WITH HRM	12
3.6.3. LIMITATION OF LIABILITY	13
3.6.4. GOVERNING LAW AND INTERPRETATION	13
APPENDIX A – RFQ DELIVERABLES	14
<hr/>	
APPENDIX B – PURCHASE ORDER TERMS AND CONDITIONS	31
<hr/>	
APPENDIX C – BID SUBMISSION FORM	55
<hr/>	

1. PART 1 – SUBMISSION INSTRUCTIONS

1.1. INVITATION TO BIDDERS

This Request for Quotations (“RFQ”) is an invitation by Halifax Regional Municipality (“HRM”) to prospective bidders to submit bids for the provision of **Janitorial Services for Halifax Central Library**, as further described in the RFQ Deliverables (Appendix A).

1.2. HRM CONTACT

For the purposes of this procurement process, the “HRM Contact” shall be:

Name/Title	Sarah Hamilton, Procurement Officer
Email address	hamilts@halifax.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of HRM, other than the HRM Contact or their designates, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

1.3. CONTRACT TERMS & CONDITIONS FOR DELIVERABLES

If awarded a contract by HRM, the successful bidder will be required to provide the Deliverables to HRM in accordance with the HRM Purchase Order Terms and Conditions, referenced in Appendix B to this RFQ.

1.4. RFQ TIMETABLE

Issue Date of RFQ	2019-10-01
Deadline for Written Questions	2019-10-11
Submission Deadline Date and Time	2019-10-25 at 2:00 pm AST
Anticipated Issuance of Purchase Order	2019-11-30

The RFQ timetable is tentative only, and may be changed by HRM at any time.

1.5. SUBMISSION OF BIDS

1.5.1. Bids to be submitted at Prescribed Location

Bids shall be delivered to the following address:

**Procurement Section, Halifax Regional Municipality, c/o Customer Service Centre,
1st Floor Alderney, 40 Alderney Drive, Dartmouth N.S. B2Y 2N5 or Email:
procure@halifax.ca or Fax to (902) 490-6425**

If delivering physical bids to the Customer Service Centre (if required above), ensure the external packaging is marked with the RFQ number and proponent’s contact information. **Canada Post, Express Post and Priority Post do not deliver to 40 Alderney Drive, Dartmouth NS.**

1.5.2. Bids to be submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. HRM's time clock will be assumed to be correct.

1.5.3. Bids to be submitted in Prescribed Format

Each bid should include:

- a) **This document in its entirety including the Cover page identifying the name of the company bidding**
- b) **Any addenda issued prior to the closing date and time**
- c) **Any appendices that are included as separate documents**
- d) **Any additional documents or materials required in Appendix A**

AND

Each bid **MUST** include:

- a) **Detailed bid sheets (if included in the solicitation)**
- b) **The fully completed and signed Bid Submission Form attached as Appendix C to this RFQ.**

1.6. AMENDMENT OF BIDS PRIOR TO SUBMISSION DEADLINE

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment to the Procurement Office in a sealed envelope, or via email to procure@halifax.ca or via fax to 902-490-6425. Amendments must be prominently marked with the RFQ title and number and the full legal name and return address of the bidder. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace. Any amendment received after the Submission Deadline will not be accepted.

1.7. WITHDRAWAL OF BIDS

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be sent to the HRM Contact prior to the Submission Deadline and must be signed by an authorized representative of the bidder. HRM is under no obligation to return withdrawn bids.

1.8. BIDS IRREVOCABLE AFTER SUBMISSION DEADLINE

Bids shall be irrevocable for a period of **ninety (90)** days from the Submission Deadline.

[End of Part 1]

2. PART 2 – EVALUATION OF BIDS

2.1 BEST VALUE

HRM will evaluate bids to determine which bid represents best value to HRM.

2.2. ERRORS AND DISCREPANCIES

If bids contain mathematical errors, unit prices/hourly rates will be assumed correct for each line item and used to quantify the total cost based on the estimated quantities.

2.3. OVER-BUDGET BIDS

If all bids exceed HRM's estimated contract value, HRM may in its discretion:

- (a) award the contract for the bid amount;
- (b) negotiate changes in the scope of work with the lowest priced or best value bidder to achieve an acceptable contract price; or
- (c) cancel the RFQ, and commence a new procurement.

2.4. CONDITIONS OF AWARD

If any documents required to be submitted are not submitted within the required timeframe by HRM, HRM may withdraw the selection of that bidder and proceed with the selection of another bidder or cancel the RFQ Process. **Bidders are encouraged to submit these documents with bid submission.**

2.5. SELECTION OF HIGHEST SCORING BIDDER

Subject to the terms and conditions of the RFQ process (set out in Part 3 of this RFQ), including HRM's right to reject all bids, HRM will issue a purchase order to the bidder with the best value bid that meets the conditions of award. The selected bidder will thereafter be referred to as "the Supplier".

[End of Part 2]

3. PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1. GENERAL INFORMATION AND INSTRUCTIONS

3.1.1. RFQ Incorporated into Bid

All of the provisions of this RFQ are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFQ, including the HRM Purchase Order Terms and Conditions referenced in Appendix B, either as part of its bid or after receiving notice of selection, may be disqualified by HRM in HRM's absolute discretion.

3.1.2. Bidders Meetings/Mandatory Site Visits

When a mandatory bidders' meeting is offered, vendors submitting bids must have attended the mandatory bidders' meeting and mandatory site visit on the date and at the time specified herein. Any bids received from vendors that did not attend the mandatory bidders' meeting or mandatory site visit, arrived late, left early or failed to sign the attendance sheet will be disqualified and rejected.

3.1.3. Requests for Approved Alternates

If a bidder intends to offer an alternative good or service to those specified in the Deliverables (Appendix A), the bidder must clearly identify the alternative and provide the manufacturer's name, product number and any technical information required so that HRM can judge the acceptability of the alternative. HRM will be the sole judge of the acceptability of any proposed alternative. It is recommended that bidders submit their proposed alternatives to the RFQ Contact for HRM's consideration prior to the Deadline for Questions.

3.1.4. Bidders to Follow Instructions

Bidders should submit their bids in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a bid should reference the applicable section numbers of this RFQ.

3.1.5. Language

All bids are to be in English only.

3.1.6. Pricing

All bids shall be in Canadian funds, inclusive of duty and customs charges (where applicable), and exclusive of HST. Delivery of goods shall be FOB destination, PPD and offloaded. Bid prices should be rounded to the nearest two (2) decimal points. (ie/ \$x.xx)

3.1.7. No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.8. References and Past Performance

In the evaluation process, HRM may consider information provided by the bidder's references and may also consider the bidder's past performance or conduct on previous contracts with HRM.

3.1.9. Information in RFQ Only an Estimate

HRM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this RFQ.

3.1.10. Bidders to Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or presentations.

3.1.11. Bid to be retained by HRM

HRM will not return the bid or any accompanying documentation submitted by a bidder.

3.1.12. Subject to Procurement Policy and Trade Agreements

This RFQ is subject to HRM's Procurement Policy (Administrative Order 2016-005-ADM) and all trade agreements applicable to HRM, including The Atlantic Procurement Agreement, the Canadian Free Trade Agreement, and the Canada-EU Comprehensive Economic and Trade Agreement.

3.1.13. No Guarantee of Volume of Work or Exclusivity of Contract

HRM makes no guarantee of the value or volume of work to be assigned to the successful bidder. The agreement with the successful bidder will not be an exclusive contract for the provision of the described Deliverables. HRM may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services from HRM's own resources.

3.1.14. Business Registration

Bidders may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a bidder's business registration does not preclude the submission of a bid in response to this RFQ. A bid can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful bidder is registered and in good standing, in accordance with applicable laws.

If the bidder's business is not required to register in Nova Scotia, the bidder will be required to submit registration from their applicable jurisdiction.

3.2. COMMUNICATION AFTER ISSUANCE OF RFQ

3.2.1. Bidders to Review RFQ

Bidders shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the HRM Contact on or before the Deadline for Questions. All questions or comments must be submitted by bidders by email to the HRM Contact. All questions or comments should be submitted by bidders on or before the Deadline for Questions. HRM is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the HRM Contact.

HRM is under no obligation to provide additional information, and HRM shall not be responsible for any information provided by or obtained from any source other than the HRM Contact. It is the responsibility of the bidder to seek clarification from the HRM Contact on any matter it considers to be unclear. HRM is not responsible for any misunderstanding on the part of the bidder concerning this RFQ or its process.

3.2.2. All New Information to Bidders by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If HRM, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Bidders are responsible for obtaining all addenda issued by HRM. In the Bid Submission Form (Appendix C), bidders should confirm their acknowledgement of all addenda by setting out the number of each addendum in the space provided. HRM may, in its sole discretion, disqualify a bid or require a bidder to acknowledge all addenda in writing prior to contract award if the bidder fails to do so in its bid.

3.2.3. Post-Deadline Addenda and Extension of Submission Deadline

If HRM determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, HRM may extend the Submission Deadline for a reasonable period of time.

3.2.4. Verify and Clarify

During the evaluation process, HRM may request further information from the bidder or third parties in order to verify and/or clarify the information provided in the bidder's bid. The response received by HRM shall form an integral part of the bidder's bid.

3.3. SELECTION OF SUCCESSFUL BIDDER, POSTING, AND DEBRIEFING

3.3.1. Selection of Bidder

HRM will notify the selected bidder in writing. The selected bidder shall submit all outstanding documents and satisfy any other applicable conditions of this RFQ within ten (10) days of notice of selection.

3.3.2. Refusal to Honour Bid or Satisfy Conditions

In addition to all of HRM's other remedies, if a selected bidder fails to honour its bid or fails to satisfy any other applicable conditions within ten (10) calendar days of notice of selection, HRM may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder or cancel the RFQ Process.

3.3.3. Posting of Award

The outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal, including the name and address of the successful bidder (if any), the name of each bidder and the total value of each bid.

3.3.4. Debriefing

Bidders may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal in accordance with section 46 of HRM's Procurement Policy (Administrative Order 2016-005-ADM). All requests must be in writing to HRM's Manager of Procurement and must be made within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Public Tenders web portal. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5. Supplier Complaint Procedure

If a bidder wishes to file a complaint in regards to the RFQ process, it must provide written notice to HRM's Manager of Procurement within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal, and HRM will respond in accordance with the Bidder Complaint Procedure set out in Appendix "C" of HRM's Procurement Policy (Administrative Order 2016-005-ADM).

3.4. **CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

3.4.1. Conflict of Interest

HRM may disqualify a bidder for any conduct, situation or circumstances, determined by HRM, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Bid Submission Form (Appendix C).

3.4.2. Disqualification for Prohibited Conduct

HRM may disqualify a bidder, or terminate an agreement entered into if HRM, in its sole and absolute discretion, determines that the bidder has engaged in any conduct prohibited by this RFQ.

3.4.3. Prohibited Bidder Communications

A bidder shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Bid Submission Form (Appendix C).

3.4.4. No Lobbying

A bidder shall not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the

selection of the successful bidder.

3.4.5. Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HRM; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.6. Rejection of Bid

HRM may reject a bid based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by HRM, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) HRM's past experience with the bidder for similar or related services.

3.5. **CONFIDENTIAL INFORMATION**

3.5.1. Confidential Information of HRM

All information provided by or obtained from HRM in any form in connection with this RFQ either before or after the issuance of this RFQ

- (a) is the sole property of HRM and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of Agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from HRM.

3.5.2. Confidential Information of Bidder

In accordance with the *Public Procurement Act*, the name of the bidders and the name and total value of the successful bidder will be publicly advertised on the Nova Scotia Public Tenders web portal.

The Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. Any document submitted to the Municipality in response to this RFQ is subject to this legislation and bidders should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Municipality may be required to disclose some or all of the information in accordance with the criteria set out in the legislation, including sections 462, 480 and 481(1).

3.5.3. Personal Information International Disclosure Protection Act

The *Personal Information International Disclosure Protection Act* (PIIDPA), creates obligations for the Government of Nova Scotia and its service providers when personal

information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the contract terms. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

3.6. RESERVED RIGHTS, LIMITATION OF LIABILITY AND GOVERNING LAW

3.6.1. Reserved Rights of HRM

HRM reserves the right to:

- (a) make public the names of any or all bidders;
- (b) request written clarification in relation to a bidder's bid;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any bidder or with a third party any information set out in a bid;
- (e) check references other than those provided by any bidder;
- (f) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this RFQ;
- (h) amend this RFQ process without liability at any time prior to issuance of a purchase order. These changes are issued by way of addendum in the manner set out in this RFQ;
- (i) cancel this RFQ process without liability at any time prior to the issuance of a purchase order. A cancellation is communicated by way of addendum in the manner set out in this RFQ. HRM may in its sole discretion issue a new RFQ for the same or similar Deliverables; or
- (j) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2. Past Litigation with HRM

HRM may, in its absolute discretion, reject a Bid submitted by a Bidder if:

- (a) the Bidder, or any officer or director of the Bidder;
- (b) any related company of the Bidder through common ownership, control or otherwise; or
- (c) any intended sub-contractor of the Bidder;

is or has been engaged, either directly or indirectly through another corporation, in a legal action (including arbitration or the service on HRM of formal notice of intent to commence a legal action) against HRM, its elected or appointed officers and employees in relation to (i) any other contract with HRM; or (ii) any matter arising from HRM's exercise of its powers, duties, or functions under the *Halifax Regional Municipality Charter* or another enactment; within five years of the date of this Request for Bids.

In determining whether to reject a bid under this clause, HRM will consider whether the litigation is likely to affect the Bidder's ability to work with HRM, its consultants and representatives and whether HRM's experience with the Bidder (or any of the individuals or entities referenced above) indicates that HRM is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Bidder.

3.6.3. Limitation of Liability

By submitting a bid, each bidder agrees that:

- (a) neither HRM nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim, loss or damage arising out of this bid process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim;
- (b) the bidder irrevocably waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of HRM's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other supplier or bidder (including a non-compliant bidder) or to cancel this RFQ process; and
- (c) in the event that a court of competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, HRM's liability in such circumstances shall be limited to the lesser of \$5,000 and the bidder's costs of preparing its bid.

3.6.4. Governing Law and Interpretation

These Terms and Conditions of the RFQ Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of HRM; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – RFQ DELIVERABLES

1. Location

Halifax Central Public Library, 5440 Spring Garden Road, Halifax. This facility has approximately 123,592 square feet on 6 levels (includes parking garage) and welcomes an average of 12,000 visitors/patrons monthly. Features include: workrooms, offices, large public spaces, meeting rooms, creative lab, music room, 10,000 sq. ft. auditorium, 5th floor café with season outdoor deck and parking garage.

2. Term

Three (3) Year Term with the option to renew for three one-year periods. The anticipated start date is December 1, 2019.

3. Contractors' Responsibilities

- a. The Contractor is responsible to ensure that janitorial activities are performed in accordance with HRM's Performance Standards as specified in this Tender Document.
- b. The Contractor is responsible to carry out the work with appropriate number of qualified personnel in the time frame required and start and complete the work as required by HRM.
- c. The Contractor shall ensure janitorial personnel are aware of the exact extent of the works required on each individual location.
- d. The Contractor shall be prepared and capable of carrying out emergency janitorial activities at any time (24 hours a day, 7 days a week) during the contract period.
- e. The Contractor is responsible to ensure that all staff engaged in janitorial activities are properly trained and knowledgeable of the prescribed Performance Standards.
- f. The Contractor is responsible to ensure that all staff engaged in janitorial activities wear proper personal protective equipment, including but not limited to CSA-approved footwear.
- g. The Contractor is responsible to ensure that all staff engaged in janitorial activities on HRM properties have been provided with and wearing their own HRM unexpired identification security badge.
- h. The Contractor is responsible to ensure their personnel's criminal records checks (CRC) and HRM-issued security badges are valid and unexpired.
- i. The Contractor shall be fully responsible for supplying all the necessary equipment (unless provided by Library), labour and materials required to undertake janitorial activities.
- j. It is the Contractor's full responsibility to determine the equipment (unless provided),

labour and material needs to meet the requirements of the contract.

- k. The Contractor is responsible to patrol all designated locations and areas specified during the contract period to ensure and achieve the prescribed performance standards.
- l. When conditions dictate the need for emergency janitorial activities, the Contractor is responsible for initiating, organizing, directing and supervising the necessary resources to achieve the prescribed Performance Standards during the contract period.
- m. The Contractor is responsible to investigate and respond to complaints and inquiries from the HRM concerning janitorial operations.
- n. The Contractor is responsible for all repairs of any damage to HRM and private properties as a result of at-fault janitorial activities. All repairs must be completed by HRM's completion date.
- o. The Contractor will ensure that all staff are compensated as per labour standards.

4. HRM's Responsibilities

HRM will carry out the following in order to complement and to be in addition to the Contractor's responsibility:

- a. HRM will be responsible to inspect the work performed to ensure compliance with the requirements of the Contract.
- b. The HRM will be responsible to coordinate any investigations and responses to inquiries and complaints from the public.
- c. The Halifax Regional Municipality reserves the right to add or delete areas change the definition of a Performance Standard / Service Level for any reason. The appropriate section of the contract price will be adjusted on a pro rata basis based on the route and classification of service.

5. Performance Standards

The Contractor shall meet or exceed the following performance standard for janitorial services for locations under the jurisdiction of HRM:

- a. All the Contractor's personnel engaged in janitorial activities shall be informed of their specific duties and shall be properly trained and knowledgeable of the prescribed Performance Standards. All the Contractor's assigned personnel shall become familiar with the designated facilities.
- b. The Contractor shall inspect equipment to ensure proper working order. Any breakdowns shall be repaired immediately or replaced with well-maintained equipment brought in.

- c. The Contractor shall report property damage by their personnel to HRM.
- d. The Contractor shall not engage in any confrontation with the general public or HRM Staff not authorized under arrangement of this Tender. Refer such matters to HRM staff responsible for this Tender.
- e. All equipment is to be operated in a safe manner, respecting and aware at all times of the users of the facilities.
- f. No allowance beyond the Contract Sum will be made for any alleged ignorance in respect of these matters.

6. Customer Service Requirements

HRM is committed to providing a high level of quality customer service and expects all agencies acting on its behalf to provide the same level of service. It is the Contractor's responsibility to ensure that a high degree of quality customer service is provided in the delivery of the janitorial services outlined in this Contract. Calls and complaints received by HRM Call Centre/ Dispatchers will be recorded and forwarded to the appropriate Contractor. The Contractor shall agree to investigate and address complaint calls within **four (4) hours**.

Note - Maintaining an acceptable level of performance in the areas of customer service shall be routinely monitored by HRM and the Contractor's performance will be a factor of consideration in the performance review process.

7. Communications Requirements

- a. The Contractor shall keep the work under his/her personal control and shall not assign, transfer, or sublet any portion of the works, without obtaining the written consent of the Manager or designate.
- b. The Contractor must supply two-way communication or cellular phones for on-site janitorial personnel in order that personnel can be contacted through the Contractor's representative, during operation. Any communication costs shall be included in the unit price bid.
- c. The Contractor must communicate with HRM's supervisory staff with regard to any potential problems, damages and operational progress. Although the Contractor is not expected to respond to inquiries or complaints from the public, the Contractor shall endeavor to assist the HRM with any information or record requests **within 2 hours of receiving such a communication**.

Note - Maintaining an acceptable level of performance in the area of communication shall be routinely monitored by HRM and the Contractor's performance will be a factor of consideration in the performance review process.

8. Reporting Requirements

The Contractor shall maintain complete and accurate records of work completed by the

Contractor and events that occur within the Contract. The inspection report shall be documented and copies provided to HRM designate on a monthly basis, unless otherwise specified.

Note - Maintaining an acceptable level of performance in the area of reporting shall be routinely monitored by HRM and the Contractor's performance will be a factor of consideration in the performance review process.

9. Inspection of Work (see attachment)

The work shall be subject to the inspection of the HRM in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Contractor's business or work hereunder. All instructions given by the HRM regarding the quality of the work, scheduling or performance shall be followed by the contractor.

a. Work Logs

A log shall be maintained in the building by the proponent in which it will be recorded daily, the time staff arrive and leave the building, routine work performed and any work performed other than the normal day-to-day cleaning. This log shall be made available for inspection by MMFO and the HRM property manager.

b. Employee dress

Ensure employees engaged in cleaning work at the specified sites are outfitted in appropriate apparel at all times including a clean shirt which clearly identifies the Vendor's company name, clean, fitted, un-ripped long pants and non-skid CSA-approved safety footwear. Sweatpants, gym pants, shorts or cut-offs are prohibited. Lounging, fraternizing, singing and dancing on the premises while performing janitorial duties is prohibited. Personal use of cell phones, I-Pods and other electronics devices while performing janitorial duties is prohibited unless an emergency situation has been established where medical, police or fire services are required to respond. It is at the discretion of the Municipality to request confirmation of such emergency events.

10. Completion of Work

The Contractor shall ensure that sufficient equipment is available to have the Contract completed. Should the Tenderer not be proceeding according to the Contract, then the HRM shall request the Tenderer to supply additional equipment to have Tender completed. The HRM shall be the sole judge as to the satisfactory completion of the work. No extra shall be claimed by the Tenderer in order to complete the work if extra equipment is required.

11. Response Time

The Contractor is advised that the response time in mobilizing operations to address the janitorial service is of primary importance. The Contractor shall ensure that its operation reflects that importance and complies with the prescribed performance standard.

Maintaining an acceptable level of performance in the area of response time shall be routinely monitored by HRM and the Contractor's performance will be a factor of consideration in the performance review process.

Failure to comply may result in the termination of the Contract and forfeiture of the bid deposit/performance surety.

12. Quality of Work

Where the Contractor fails to meet the prescribed Performance Standards as a result of incorrect or inadequate operations, or failure to mobilize operations, liquidated damages will be applied against the Contractor:

a. In the event that the Contractor fails to meet the prescribed performance standard, HRM will have the right to call in any other available resources to perform the services required on an emergency basis. In such a case, the Contractor shall be liable for all costs incurred for the emergency service.

b. Notwithstanding Section 18.a., failure to meet these provisions will result in liquidated damages of \$500.00 for each occurrence.

Maintaining an acceptable level of performance in the area of quality of cleaning (clean with the overall achievement of disinfecting washrooms and effective cleaning performance of office areas, common areas, conference areas and storage areas), including ensuring valid unexpired Material Safety Data Sheets (MSDS) are on site and utilizing UL/EcoLogo and/or Green Seal Products and on-site logbooks shall be routinely monitored by HRM and the Contractor's performance will be a factor of consideration in the performance review process.

Failure to comply may result in the termination of the contract and forfeiture of the bid deposit/performance surety.

13. Equipment

All equipment used to carry out this Contract shall be approved by HRM and shall be in accordance with the conditions of the Contract as set out hereinafter.

a. Each unit shall be equipped and operated in accordance with the requirements of Manufacturers Recommendations.

b. Any replacement equipment that is proposed for use by the Contractor during the term of the contract shall first be reviewed and approved in advance by HRM.

c. Notwithstanding Section 19.a., 19.b., failure to meet these provisions will result in

liquidated damages of \$500.00 for each occurrence.

Failure to comply may result in the termination of the contract and forfeiture of the bid deposit/performance surety.

14. Qualified Operators

The Contractor shall provide qualified janitorial personnel that are competent to operate the equipment supplied. A qualified operator shall have the appropriate training to operate the equipment specified and has operated a similar piece of equipment prior to working on HRM locations. The qualified operator shall also understand and be able to operate the equipment including all apparatus and controls in a safe, efficient and effective manner while completing work. All as per manufacturer's recommendations.

Notwithstanding Section .20., failure to meet these provisions will result in \$500.00 in liquidated damages for each occurrence.

Failure to comply may result in the termination of the Contract and forfeiture of the bid deposit/performance surety.

15. Operational Guidelines

The Contractor is responsible to become familiar with the areas to be serviced. The Contractor shall tour these areas and become familiarized with the locations of all obstructions that may be a hazard to janitorial operations. In addition, the Contractor shall plan and organize the necessary resources and operational workplans required to achieve the prescribed Performance Standards.

a. Inspect and check equipment to ensure proper working order.

16. Supervision and Contact Numbers

a. The Contractor shall have a Supervisor available to effectively plan, organize, direct and supervise janitorial activities to ensure conformity with the requirements of the Contract.

b. The Contractor shall also provide an authorized representative that can be contacted at any time of day or night (24/7) to deal with matters relating to the Contract for the duration of the Contract.

c. Prior to the commencement of the Contract, the Contractor shall notify HRM of the names, addresses, positions and telephone numbers of the Contractor's representatives. The Contractor shall immediately notify HRM of any changes to this information. Failure to comply with the foregoing will result in liquidated damages being applied against the Contractor.

Notwithstanding Section 22 a., 22 b., failure to meet these provisions will result in \$500.00 Liquidated Damages for each occurrence.

17. Sub- Contractors

The Contractor shall provide to HRM a complete list of all sub-contractors to be utilized on this Contract. The list shall be reviewed and approved by HRM prior to commencement of work on this Contract. The Contractor shall not substitute or hire any replacement without prior written approval of HRM.

- a. Failure to substitute or hire any replacement without prior written approval of HRM will result in \$500.00 in liquidated damages for each occurrence.

Failure to comply may result in the termination of the contract and forfeiture of the bid deposit/performance surety.

18. Security

- a. The Contractor shall ensure all janitorial staff have and wear valid HRM-issued ID badge specific to that employee under this Contract. It is the Contractors responsibility to ensure HRM-issued badges are always valid and not expired. Badges are the property of HRM and redundant HRM-issued badges will be returned to HRM Corporate Security upon 24-hours' notice of personnel dismissal from the location. It is the Contractors responsibility to ensure Corporate Security are aware of personnel dismissal so security access can be ceased.
- b. Keys: The Contractor shall be issued keys and/or access will be provided by security officers to all areas in which janitorial services shall be provided. At the expiration/cancellation of the Contract, the Contractor must surrender all such keys to the Municipality. Any payments due to the Contractor shall be withheld until the contractor has surrendered all keys/key cards issued. The Contractor shall pay for the replacement of door locks if determined by the Municipality that such replacement is necessary due to the contractor's loss of key(s). There may be multiple keys issued to building tenants plus reserve keys. The Contractor shall be responsible for the replacement costs for all such keys. All costs will be deducted from any amounts payable by the Municipality to the contractor under the Contract.

Failure to meet the Key provisions will result in \$500.00 Liquidated Damages for each occurrence and Contractor will be charged a full-service cost to replace locks and keys.

Failure to meet these provisions will result in \$500.00 Liquidated Damages for each occurrence.

Liquidated Damages

If the Work or any part thereof is not completed within the time specified or stipulated in the Contract Documents, the Contractor agrees to pay to the Municipality as liquidated damages and not as penalty, such amounts of money determined by the Municipality to represent the actual costs to the Municipality of having the Work completed (or such part thereof not completed by the Contractor). In addition, for specific categories of non-performance as set out in the Contract Documents, the Contractor shall pay the Municipality the indicated amount per occurrence/ incident of non-performance as Liquidated Damages and shall pay Special Liquidated Damages

where indicated. Additional information can be found in the attachment.

19. Miscellaneous

- A. Janitorial staff onsite outside of regular operating hours will ensure all doors and windows are closed and locked and all lights are turned off. Lights may be designated as security lights and remain on.
- B. Janitorial staff are not required to empty sharps containers.
- C. Monthly extensive cleaning and floor tasks may require janitorial staff to move items in order to properly clean the area. Items that are required to be moved will be returned to the same location when the cleaning task is complete.
- D. Janitorial staff will adhere to the quality standards for cleaning outlined in the attachment as well as the additional requirements outlined below. The quality standards attachment is the estimated schedules per facility, however, may be subject to change based on operational requirements. Janitorial services provided will be as per attached janitorial workplan for this facility and specific areas identified. Bidders to note emergency call-outs will occasionally be required.
- E. Additional call outs above and beyond what is listed below will use the “per hour” rate quoted in this contract.

20. Site Information

Halifax Central Public Library - 5440 Spring Garden Road

Square Footage: 1st Floor - 30,289 sq. ft.
2nd Floor – 24,317 sq. ft.
3rd Floor – 23,465 sq. ft.
4th Floor – 23,886 sq. ft.
5th Floor – 9203 sq. ft. + outdoor deck
Parking Garage – 12,432 sq. ft.

Hours of Operation: Library Open to Public:
Monday to Thursday – 9:00 am to 9:00 pm
Friday & Saturday – 9:00 am to 6:00 pm
Sunday – 12:00 pm to 6:00 pm

Description: Public Library (see areas below). Average of 121,400 visitors per month (1,456,600 per year)

This facility houses 40,000 square feet of natural wood flooring including window ledges and auditorium steps. Library owns two Taski Ergodisc 300 high speed single disc machines used for cleaning this flooring. Frequency for each location listed by area. Library also owns concrete floor sweeper used in parking garage.

Area 1: 1st Floor Paul O' Regan Hall – Auditorium

Description of Area: Auditorium with attached green/waiting room and lobby/lobby entrance, a premium rentable venue, approximately 13,000 sq. feet with built-in retractable seating. Floor to ceiling glass walls and doors overlooking courtyard at back of building. Wood flooring in auditorium, with hard surface tiles near glass walls and doors. Dressing rooms have resilient flooring.

- # Offices, employees:** N/A
- # washrooms/stalls:** 2 single washrooms and 2 large makeup / change rooms
- Hours of Operation:** Library open hours plus after hour meetings, large scale events and programs. This area could host events from 6:00 am to 2:00 am.
- Janitorial Service Hours:** Daily, late evening/early morning, when not in use.
- Porter required:** Yes, if required during a special event, this will be an additional pre-booked service. Routine daily responsibilities same for entire building, provided separately.

Cleaning notes: Natural wood flooring cleaning instructions: Using a Taski Ergodisc 300 high speed single disc machine with 17” contact pads # 80-7505220 floors are to be cleaned with Vert2go Quick Snap cleaner and buffing agent **three (3) times per week**. This is in addition to daily floor cleaning.

Area 2: 1st Floor - Open Public Space including Lobby

Description of Area: Large open space; street entrances from Spring Garden Road and Queen Street. Customer service desks, computer stations, library shelving, furniture, floor to ceiling glass walls and entrance doors; four elevators; resilient tile and resilient sheet flooring. Large staircase has rubber stair treads. Approx. 15,300 sq. ft.

- # Offices, employees:** N/A
- # washrooms/stalls:** 3 washrooms: Women’s 7 stalls; Men’s 2 stalls and 2 urinals; 1 single accessible/family.
- Hours of Operation:** Library open hours (see above); this space may also be rented for use after hours and/or used for special evening events/programs.
- Janitorial Service Hours:** Daily, late evening/early morning, when not in use.
- Porter required:** Yes, responsibilities provided separately.
- Cleaning Notes:** Leased café on 1st floor is not part of this contract. Seasonal routine cleaning of exterior tables and chairs required (front and

back) of building. Exterior glass up to 10' around entrances may need occasional cleaning.

Area 3:	1st Floor – Workroom and Office areas
Description of Area:	Large workroom used to prepare library materials for shelving plus private office space. Utility elevator from basement to 4 th floor. Resilient Flooring throughout workroom and carpet in offices. Approximately 2000 sq. ft.
# Offices, employees:	Three private offices, plus work stations for approx. 15 employees. Approximately 55 staff use these spaces.
# washrooms/stalls:	N/A
Hours of Operation:	7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm.
Janitorial Service Hours:	Daily, late evening/early morning, when not in use.
Porter required:	Rarely, responsibilities provided separately.
Cleaning Notes:	None

Area 4:	2nd Floor – Open Public Spaces/Meeting Rooms
Description of Area:	Large open area housing the library's children/teen areas; customer service desk; computer stations, library shelving, furniture, floor to ceiling glass walls; glass atrium walls; media studio; creative studio and two program/meeting rooms with kitchenettes Wood and resilient hard surface flooring throughout (carpet in media studio). Large staircase has rubber stair treads. Approx. 19,000 sq. ft.
# Offices, employees:	N/A
# washrooms/stalls:	4 Washrooms: 2 single accessible/family; 1 Women's 7 stalls; 1 Men's 2 stalls and 2 urinals.
Hours of Operation:	7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm.
Janitorial Service Hours:	Daily, late evening/early morning, when not in use.
Porter required:	Yes, responsibilities provided separately.

Cleaning notes: Natural wood flooring cleaning instructions: Using a Taski Ergodisc 300 high speed single disc machine with 17" contact pads # 80-7505220 floors are to be cleaned with Vert2go Quick Snap cleaner and buffing agent **one (1) time per week**. This is in addition to

daily floor cleaning.

Area 5:	2nd Floor – Office Areas
Description of Area:	Staff offices are located along the sides on the 2 nd floor; both private offices, storage spaces, and shared work stations; flooring is carpet. Approx. 5200 sq. ft.
# Offices, employees:	5 private offices/storage areas, plus workstations for approximately 16 employees. Approximately 21 employees work in these spaces.
# washrooms/stalls:	N/A
Hours of Operation:	7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm..
Janitorial Service Hours:	Daily, late evening/early morning, when not in use.
Porter required:	Rarely, responsibilities provided separately.
Cleaning notes:	None

Area 6:	3rd Floor - Open Public Spaces/Meeting Rooms
Description of Area:	Large open area with several program/meeting rooms (some with kitchenettes), customer service desk; computer stations, library shelving, furniture, floor to ceiling glass walls; and glass atrium walls. Wood and resilient hard surface flooring throughout, with carpet in some meeting rooms. Large staircase has rubber stair treads. Approx. 16,000 sq. ft.
# Offices, employees:	N/A
# washrooms/stalls:	3 Washrooms: 1 single accessible/family; 1 Women's 7 stalls; 1 Men's 2 stalls and 2 urinals.
Hours of Operation:	7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm.
Janitorial Service Hours:	Daily, late evening/early morning, when not in use.
Porter required:	Yes, responsibilities provided separately.
Cleaning notes:	Natural wood flooring cleaning instructions: Using a Taski Ergodisc 300 high speed single disc machine with 17" contact pads # 80-7505220 floors are to be cleaned with Vert2go Quick Snap cleaner and buffing agent one (1) time per week . This is in addition to daily floor cleaning.

Area 7:	3rd Floor Staff Lounge
Description of Area:	Kitchen with tables and chairs, small counter with single sink, fridge, dishwasher, microwaves, washer, and dryer. Hard surface resilient flooring. Approx. 1500 sq. ft.
# Offices, employees:	Only staff lounge, used by all Central Library staff
# washrooms/stalls:	2 single washrooms and 1 shower and locker room
Hours of Operation:	7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm.
Janitorial Service Hours:	Daily, late evening/early morning, when not in use
Daytime Porter required:	Rarely, responsibilities provided separately
Cleaning notes:	Janitorial contractor not responsibly to clean dishes; inside of fridge; or appliances.

Area 8:	3rd Floor – Office Areas and Staff Board Room
Description of Area:	Staff offices are located along the sides on the 3 rd floor; both private offices and shared work stations; flooring is carpet. Staff Boardroom is located with the Administrative Offices on this floor. Approx. 5000 sq. ft.
# Offices, employees:	Six private offices, plus workstations for approximately 6 employees. Approximately 12 employees work in these spaces.
# washrooms/stalls:	No washrooms, staff boardroom has a sink and counter
Hours of Operation:	Meetings in Boardroom can be anytime between 7:00 am to 10:00 pm. Regular hours for staff vary depending on office. Refer to open hours above.
Janitorial Service Hours:	Daily, late evening/early morning, when not in use.
Daytime Porter required:	Rarely, responsibilities provided separately
Cleaning notes:	None

Area 9:	4th Floor – Open Public Spaces/Meeting Rooms
----------------	----------------------------------------------------------------

Description of Area: Large open area with a small meeting room, local history room, customer service desk; computer stations, library shelving, furniture, floor to ceiling glass walls; glass atrium walls; and display cases. Wood and resilient hard surface flooring throughout, with carpet in meeting room and local history room. Large staircase has rubber stair treads. Approx. 16,000 sq. ft.

Offices, employees: N/A

washrooms/stalls: 3 Washrooms: 1 single accessible/family; 1 Women's 7 stalls; 1 Men's 2 stalls and 2 urinals.

Hours of Operation: 7:00 am to 10:00 pm Monday to Thursday, Friday/Saturday 7:00 am to 7:00 pm and Sunday 9:00 am to 7 pm.

Janitorial Service Hours: Daily, late evening/early morning, when not in use.

Porter required: Yes, responsibilities provided separately.

Cleaning notes: Natural wood flooring cleaning instructions: Using a Taski Ergodisc 300 high speed single disc machine with 17" contact pads # 80-7505220 floors are to be cleaned with Vert2go Quick Snap cleaner and buffing agent **one (1) time per week**. This is in addition to daily floor cleaning.

Area 10: 4th Floor – Office Areas and Storage

Description of Area: Staff offices are located along the sides on the 4th floor; both private offices and shared work stations; flooring is carpet. Closed stacks storage with compact (mobile) library shelving; flooring is resilient.

Offices, employees: **Ten private offices/storage, plus workstations for approximately 20 employees. Approximately 30 employees work in these spaces**

washrooms/stalls: No washrooms.

Hours of Operation: Regular hours for staff vary depending on office. Refer to open hours above.

Janitorial Service Hours: Daily, late evening/early morning, when not in use.

Daytime Porter required: Rarely, responsibilities provided separately

Cleaning notes: None

Area 11: 5th Floor – Living Room and Café

Description of Area: 9203 sq. ft. of public space. Includes: open seating area in front of floor to ceiling glass walls; library shelving; walk ways, café with tables/chairs and seasonal outdoor patio with tables/chairs. Natural wood flooring throughout. The Living Room is considered a premium rentable venue.

Offices, employees: N/A

washrooms/stalls: 3 Washrooms: 1 Single; Women’s 3 stalls; Men’s 1 stall and 1 urinal.

Hours of Operation: Library open hours plus after hour meetings, large scale events and programs. This area could host events from 6 am to library opening and from close of library to 2:00 am.

Janitorial Service Hours: Daily, late evening/early morning, when not in use.

Porter required: Yes, if required during a special event, this will be an additional pre-booked service. Routine daily responsibilities same for entire building, provided separately.

Cleaning notes:

Natural wood flooring cleaning instructions: Using a Taski Ergodisc 300 high speed single disc machine with 17” contact pads # 80-7505220 floors are to be cleaned with Vert2go Quick Snap cleaner and buffing agent **three (3) times per week**. This is in addition to daily floor cleaning.

Café operator is responsible for food surface counter and the floor behind the counter for sweeping and vacuuming; Janitorial Contractor is responsible to wash floor behind counter daily when cleaning café after close.

Area 12: Parking Garage - Basement

Description of Area: Parking garage has paid parking spaces for 80 to 85 vehicles. Off-site payment system managed by Indigo using payment machines and gates. Loading bay, storage room, mechanical rooms, and garbage room. Concrete floors.

Offices, employees: N/A

washrooms/stalls: N/A

Hours of Operation:

Janitorial Service Hours: When closed.

Daytime Porter required: No

Cleaning Notes:

Area outside of utility elevator and load bay cleaning as needed
Concrete sweeper provided – needs to be swept weekly in the winter, occasionally in summer.
Litter chase daily
Empty small garbage bins daily
Garbage room cleaning as needed

Porter Service Requirements

Hours Required: Monday to Thursday, 9:00 am to 9:00 pm
Friday & Saturday, 9:00 am to 6:00 pm
Sunday 12:00 noon to 6:00 pm

Porter to be on site during these hours. Porter to pick up Library phone at the start of each shift so Library staff can contact when needed. Phone is to remain with the Porter for entire shift. Library staff to coordinate signing out and in of this phone.

Scope of Work:

Washrooms: checked and cleaned hourly restock paper products and menstrual products (supplied by Library) as needed.

Main stairways: handrails and top of stairway wall wiped daily; glass surrounding atrium – wiped daily (one side and top only).

Entrances: (Queen Street and Spring Garden Road) clean glass doors up to 10' daily including exterior, litter pick up as needed.

5th Floor Café and outdoor deck: checked during peak hours and clean tables and chairs as needed; check waste receptacle and empty as needed.

Plaza (front and back of building): Seasonal – wipe down tables and chairs picking up litter from both twice per day.

Waste Collection Receptacles: Empty and damp wipe daily.

Floors: Sweep, damp mop, vacuum, disinfect as needed.

Other duties: as directed by branch staff. Priorities are determined by branch staff.

21. Please provide the following Information:

Primary contact person: _____

Tel#: _____ Cell#: _____

Email: _____

Back-up contact person: _____

Tel#: _____ Cell#: _____

Email: _____

Contact for Invoicing: _____

Tel#: _____ Cell#: _____

Email: _____

Contact for receiving purchase orders:

Name of Person: _____

Tel#: _____ Cell#: _____

Email: _____

Contact for Safety Officer:

Name of Person: _____

Tel#: _____ Cell#: _____

Email: _____

22. Surety

For bids over \$100,000 the tenderer shall provide with its bid, Bid Security in the amount of 10% of the Total Bid, in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220. Bid Bond and Performance Surety is based on 3 year total.

After award, the successful bidder shall promptly replace the bid surety with a Performance Bond and Labour & Materials bond. Where the Bid Surety has taken the form of a certified cheque, the security of the successful bidder will be returned when he has fully complied with the conditions for performance surety outlined in the tender documents.

For contracts with a value of not exceeding \$500,000 contract security may be in the form of either a bond in the amount of 50% of the Lump Sum Price or alternatively, a certified cheque or irrevocable letter of credit in the amount of 15% of the Lump Sum Price. For contracts with a value greater than \$500,000 the contractor shall provide a performance bond in the format of CCDC 221 and a labour and material payment bond

in the format of CCDC 222 each in the amount of 50% of the contract price. Bond so provided must be issued by a surety company licensed to issue surety bonds in Nova Scotia.

23. Pricing:

All prices are inclusive of all materials, labour, supplier and equipment.

Table A

Services Required included in Routine Cleaning Contract

Description of Work	Annual Price Year 1	Annual Price Year 2	Annual Price Year 3	Total (3) Three Year Price
Halifax Central Library	\$	\$	\$	\$
TOTAL				\$

Table B

Services Required, but are not included in the Routine Cleaning (in effect for contract term)

Description of Work	Unit of Measure	Price per Unit	Estimated Quantity	Annual Price Year 1	Annual Price Year 2	Annual Price Year 3
Labour Rate - Porter Services for events/programs (AM/PM)	Hourly	\$	100	\$	\$	\$
Labour Rate – Regular Service – additional work	Hourly	\$	50	\$	\$	\$
Labour – Emergency Rate – additional work	Hourly	\$	30	\$	\$	\$
Total				\$	\$	\$
Total (Sum of Year 1, 2 and 3)						\$

Table C

Description of Work	Total Three-Year Price
Sum of Table A	\$
Sum of Table B	\$
* Sum of Table A +Table B	\$

*Please transfer this total to APPENDIX C – BID SUBMISSION FORM

APPENDIX B – Purchase Order Terms and Conditions

Purchase Order Terms and Conditions

TABLE OF CONTENTS

Section

1. Definitions
 2. Agreement
 3. Delivery of Goods and Services
 4. Inspection and Acceptance
 5. Price and Payment Terms
 6. Taxes
 7. Hazardous Materials
 8. Legal Compliance; Workplace Safety
 9. Warranties
 10. Warranty Remedies
 11. Supplier Representations and Warranties
 12. Intellectual Property Rights
 13. Confidentiality
 14. Force Majeure
 15. Insurance
 16. Indemnities
 17. Suspension and Termination of Agreement
 18. Limitation of Liability
 19. Independent Contractors
 20. Conflict of Interest
 21. Further Assurances
 22. Severability
 23. Waiver
 24. Assignment
 25. Cumulative Remedies
 26. Survival
 27. Interpretation
 28. Entire Agreement
 29. Governing Law
 30. Language
- Schedule A – Privacy Protection Schedule

Purchase Order Terms and Conditions

Each Purchase Order placed by HRM for Goods and/or Services is subject to these Purchase Order Terms and Conditions. Supplier is deemed to have agreed to be bound by these Purchase Order Terms and Conditions by accepting the Purchase Order, commencing manufacture or delivery of the Goods, commencing performance the Services, or by submitting an invoice for payment.

1. Definitions.

In these Purchase Order Terms and Conditions, the following definitions apply:

- (a) “Agreement” means the agreement between Supplier and HRM for the purchase of Goods and/or Services, as is more fully described in Section 2.
- (b) “Delivery Date” means the date specified by HRM in a Purchase Order for the delivery of Goods or for the completion of Services.
- (c) “Delivery Point” means the location identified by HRM in a Purchase Order to which Supplier is to deliver Goods and/or perform the Services, or such other location which is specified in writing by HRM.
- (d) “Goods” means the items that are required to be delivered by Supplier pursuant to a Purchase Order, and includes all related products, materials, component parts, packaging, labelling, data and documentation.
- (e) “HRM” means Halifax Regional Municipality.
- (f) “Purchase Order” means any purchase order, order acknowledgement, invoice or any other document used by HRM to place an order from a Supplier for the purchase of Goods and/or Services.
- (g) “Services” means any work to be performed by Supplier for HRM pursuant to a Purchase Order, and includes any related data or documentation.
- (h) “Specifications” means:
 - i. the requirements, attributes and specifications for the Goods or Services that are set out or referenced in the applicable Purchase Order;
 - ii. documentation published by Supplier relating to the Goods or Services;
 - iii. operational and technical features and functionality of the Goods or Services;
 - iv. standards or levels of service performance for Services; and
 - v. HRM business requirements that are expressly set out or referenced in a Purchase Order.

- (i) "Supplier" means the party indicated on the face page of the Purchase Order that is contracting with HRM for the purchase of Goods and/or Services.
- (j) "Supplier Proposal" means any acknowledgement, estimate, bid, quote, offer to sell, invoice, or proposal of Supplier relating to the supply of Goods and/or Services to HRM, including any documents or information delivered by Supplier to HRM in connection with a request for quotations, request for tenders, request for proposals or similar process initiated by HRM.

2. **Agreement.**

- (a) The Agreement consists only of:
 - i. the applicable Purchase Order;
 - ii. any Specifications or other documents expressly referenced in the Purchase Order or in HRM's request for quotations, request for tenders, request for proposals or similar process initiated by HRM; and
 - iii. these Purchase Order Terms and Conditions.
- (b) The Agreement excludes, and prevails over, any terms and conditions of sale of Supplier regardless of the form of such terms and conditions or the time at which such terms and conditions are presented to HRM. HRM and Supplier specifically agree that HRM will not be deemed to have accepted any of Supplier's terms and conditions including if HRM should fail to object to them in any communication received from Supplier or should HRM subsequently execute any of Supplier's field tickets, forms, receipts, invoices, or terms of services. For greater certainty, any document sent by Supplier to HRM, including but not limited to the Supplier Proposal, will not constitute part of the Agreement between HRM and Supplier.
- (c) Any reference in the Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and Specifications of the Goods and/or Services contained in Supplier Proposal, and only to the extent that the terms of Supplier Proposal do not conflict with the descriptions and Specifications set out in the Purchase Order.
- (d) If there is any conflict or inconsistency between the documents constituting the Agreement, then unless otherwise expressly provided, the documents will rank in the order of precedence in accordance with the order in which they are listed in Section 2(a).
- (e) A Purchase Order is not an exclusive contract for the provision of the Goods and/or Services listed therein. HRM may contract with one or more other suppliers for the same or similar Goods and/or Services to those described or may obtain the same or similar Goods and/or Services through HRM's own forces.

3. **Delivery of Goods and Services.**

- (a) Supplier agrees to supply and deliver the Goods to HRM and to perform the Services, as applicable, in accordance with the terms set out in the Agreement.
- (b) Upon request, Supplier shall promptly report to HRM of its progress in performing its obligations under the Agreement and provide such explanations as HRM may require in connection therewith.
- (c) Unless otherwise agreed to by HRM in writing, Supplier shall furnish at its own expense all labour, machinery, equipment, tools, transportation and other inputs required to perform the Services and provide the Goods. HRM will not be liable for any loss of or damage to machinery, equipment or tools furnished by Supplier.
- (d) Supplier shall, at its own expense, and in accordance with the invoicing, delivery terms, shipping, packing, and other instructions printed on the face of the Purchase Order or otherwise provided to Supplier by HRM in writing, pack, load, and deliver Goods to the Delivery Point. No charges for freight, transportation, insurance, shipping, storage, handling, demurrage, cartage, packaging or similar charges will be accepted or paid by HRM unless explicitly stated in the applicable Purchase Order or otherwise agreed to in writing by HRM.
- (e) Time is of the essence with respect to delivery of the Goods and performance of Services. Goods shall be delivered and Services completed by the applicable Delivery Date. Supplier must immediately notify HRM if Supplier anticipates it will likely be unable to meet a Delivery Date.
- (f) At any time prior to the delivery of the Goods or performance of the Services, HRM may, upon notice to Supplier, cancel or change a Purchase Order, or any portion thereof, for any reason, including, without limitation, for the convenience of HRM or due to failure of Supplier to comply with the Agreement, unless otherwise noted.
- (g) Unless otherwise agreed to by HRM in writing, all Goods shall be shipped F.O.B. per Incoterms 2010 to HRM's Delivery Point.
- (h) Title, ownership and risk of loss to any Goods shall only pass to HRM, upon successful delivery of the Goods at the Delivery Point. It shall be the responsibility of Supplier to obtain appropriate insurance for the Goods while they are in transit from Supplier's loading point to the Delivery Point.
- (i) Supplier shall follow all instructions of HRM and cooperate with HRM's customs broker as directed by HRM (including by providing requested shipping documentation) with respect to all Goods that originate from sources or suppliers based outside Canada. Supplier shall comply with all the requirements of the Canada Border Services Agency with respect to the importation of Goods from outside Canada.
- (j) Supplier shall not supply a substitute for the Goods or Services specified in the Purchase Order without the prior written approval of HRM. Approval of substitutes shall be at the sole discretion of HRM.

4. **Inspection and Acceptance**

- (a) All shipments of Goods and all Services performed by Supplier are subject to HRM's right of inspection and testing.
- (b) HRM has ninety (90) days (the "**Inspection Period**") following the delivery of the Goods to the Delivery Point or the completion of Services by Supplier to undertake such inspection, and upon such inspection HRM, in its sole but reasonable discretion, shall either accept the Goods or Services or reject them.
- (c) HRM has the right to reject any Goods that are delivered in excess of or below the quantity ordered or are damaged or defective. In addition, HRM has the right to reject any Goods or Services that are not in conformance with the Specifications or any term of the Agreement.
- (d) The delivery of Goods or transfer of title to Goods from Supplier to HRM does not constitute HRM's acceptance of those Goods.
- (e) HRM shall provide Supplier, no later than the end of the Inspection Period, a written notice of any Goods or Services that are rejected, together with the reasons for such rejection. If HRM does not provide Supplier with any notice of rejection before the end of the Inspection Period, HRM will be deemed to have accepted such Goods or Services.
- (f) HRM's inspection (or non-inspection), testing (or non-testing), acceptance or use of the Goods or Services shall not limit or otherwise affect Supplier's warranty obligations with respect to the Goods or Services.
- (g) If HRM rejects any Goods or Services, Supplier shall arrange to have rejected Goods returned to Supplier at Supplier's expense, and the Supplier shall at HRM's option:
 - i. provide a full credit or refund of all amounts paid by HRM to Supplier for the rejected Goods or Services; or
 - ii. provide replacement Goods or Services to be received within the time period specified by HRM.
- (h) Supplier shall not deliver Goods that were previously rejected by HRM unless delivery of such Goods is approved in advance by HRM, and is accompanied by a written disclosure of HRM's prior rejection(s).

5. **Price and Payment Terms.**

- (a) Prices for the Goods and/or Services will be set out in the applicable Purchase Order and shall be in Canadian dollars. Price increases or additional charges not expressly set out in the Purchase Order shall not be effective unless agreed to in writing by HRM.

- (b) Each invoice submitted by Supplier for payment must include the Purchase Order number, an itemized and detailed description of the Goods delivered and/or Services performed in respect of which it is being remitted, a Supplier contact name and phone number for invoice problem resolution should the need arise, and all such other information as specified by HRM from time to time for inclusion therein.
- (c) Payments will be administered through HRM's electronic payment process. Supplier shall send payables information to hmaplink@halifax.ca.
- (d) Subject to verification by HRM, HRM will pay the undisputed portion of properly rendered invoices thirty (30) days from the date of the invoice.
- (e) HRM encourages vendors to offer prompt payment discounts. Subject to the conditions of this Section, where discounts are offered HRM will endeavour to pay invoices within the discount period.
- (f) HRM shall have the right to withhold payment of any invoices that are disputed in good faith until the parties reach an agreement with respect to such disputed invoices and such withholding of full payment of disputed invoices shall not be deemed a breach of the Agreement nor shall any interest be charged on such amounts.
- (g) HRM may set-off any amount due or owing to Supplier pursuant to the Agreement against any amounts Supplier owes to HRM, whether pursuant to the Agreement or otherwise.

6. Taxes.

- (a) Unless otherwise stated in a Purchase Order, all prices or other payments stated in the Purchase Order are exclusive of any taxes.
- (b) Supplier shall separately itemize all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s).
- (c) HRM will pay all applicable taxes to Supplier when HRM pays the applicable invoice. Supplier will remit all applicable taxes to the applicable government authority as required by applicable laws.
- (d) Notwithstanding any other provision of the Agreement, HRM may withhold, from all amounts payable to Supplier, all applicable withholding taxes and remit such taxes directly to the applicable governmental authorities as required by applicable laws.

7. Hazardous Materials.

- (a) Supplier shall ensure that all hazardous materials are properly, safely and securely packaged and labelled and accompanied by prescribed Safety Data Sheets (SDS) and any other documentation that may be required under applicable legislation related to shipments of hazardous materials or hazardous physical agents.

- (b) Supplier agrees to provide HRM with the following upon request:
 - i. all reasonably necessary documentation to verify the material composition, on a substance by substance basis, including quantity used of each substance, of any Goods, and/or of any process used to make, assemble, use, maintain or repair any Goods; and
 - ii. all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous substances specified by HRM.

8. Legal Compliance; Workplace Safety.

- (a) In carrying out its obligations under the Agreement, including the delivery of Goods and performance of Services, Supplier shall at all times comply with all applicable federal, provincial, and municipal laws, by-laws, regulations, standards, and codes and applicable HRM policies.
- (b) Supplier shall be at all times registered with the Workers' Compensation Board under the *Workers' Compensation Act* (Nova Scotia) and shall maintain its workers' compensation accounts in good standing, and provide HRM with evidence of good standing upon HRM's request.
- (c) If requested by HRM the Supplier shall, at the Supplier's expense provide a current and valid Letter of Good Standing issued by an audit firm endorsed by Workers' Compensation Board of Nova Scotia to audit for the type of work covered by this contract. Where the Supplier has not yet obtained a Certificate of Recognition, the tenderer must submit a letter from the WCB endorsed audit firm indicating the tenderer is "in the process" (maximum six (6) months) of obtaining the Certificate of Recognition. "In the process" is defined as the completion of the four mandatory courses (Safety Basics, Safety Orientation, Safety Audit and Leadership) and completion of training required by the Occupational Health and Safety Act (such as, but not limited to WHMIS, TDG, TCP, Confined Space and First Aid) and for a period no greater than six (6) months
- (d) Supplier shall obtain all applicable permits, licences, exemptions, consents and approvals required for Supplier to manufacture and deliver the Goods and perform the Services and provide copies thereof to HRM upon HRM's request.
- (e) If requested by HRM the Supplier shall, at the Supplier's expense, provide a criminal record check, vulnerable sector check, or any other requested security check for any employee that the Supplier has assigned or proposes to assign to the performance of the Services. Unless agreed to in writing, all record checks must be issued by the relevant authority within the previous 12 months.

- (f) HRM may object to any of Supplier's personnel engaged or proposed by Supplier to be engaged in the performance of Services who, in the reasonable opinion of HRM, constitute a safety risk, lack appropriate skills or qualifications, engage in misconduct, or are incompetent or negligent. Supplier shall promptly remove such personnel from the performance of any Services upon receipt of such notice, provide a replacement at Supplier's expense, and shall not re-employ the removed person in connection with the Services without the prior written consent of HRM.

9. **Warranties.**

- (a) **Manufacturer Warranties.** Supplier shall, to the extent possible, assign to HRM all manufacturer warranties for Goods, and shall take all necessary steps as required by such third party manufacturers to effect assignment of such warranties to HRM.
- (b) **Goods Warranties.** Supplier warrants to HRM that in addition to any applicable manufacturer warranties, all Goods shall be:
 - i. of merchantable quality;
 - ii. safe and fit for the purposes intended;
 - iii. new, unless otherwise agreed to by HRM in writing;
 - iv. free from any overt or latent defects in design, material and workmanship;
 - v. in strict compliance with the Specifications;
 - vi. free from any liens or encumbrances on title whatsoever;
 - vii. in conformance with any samples provided to HRM; and
 - viii. compliant with all applicable federal, provincial, and municipal laws, by-laws, regulations, standards, and codes.
- (c) **Service Warranties.** Supplier warrants to HRM that all Services shall be performed:
 - i. exercising that degree of professionalism, skill, diligence, care, prudence, judgment, and integrity which would reasonably be expected from a skilled and experienced service provider providing services under the same or similar circumstances as the Services under the Agreement;
 - ii. in accordance with all Specifications and all HRM policies, guidelines, by-laws and codes of conduct applicable to Supplier; and
 - iii. using only personnel legally entitled to work in Canada and who possess the skills, training, expertise, and qualifications necessary to carry out the Services.
- (d) **Intellectual Property Warranty.** Supplier warrants to HRM that the performance of Supplier of its obligations hereunder, and the use of the Goods or Services by HRM

for their intended purpose, shall not violate, misuse, misappropriate or infringe the intellectual property rights or any other property or rights of any other person or entity.

10. **Warranty Remedies.**

- (a) Unless a longer warranty period is specified on the face of the Purchase Order, or is otherwise provided by Supplier, the warranty period for Goods and Services shall be valid for one year from the date of acceptance of the Goods and Services by HRM.
- (b) If HRM, acting reasonably, determines that Supplier has breached any of the warranties in Section 9, and without prejudice to any other right or remedy available to HRM (including HRM's indemnification rights hereunder), Supplier will, within ten (10) days after written notice by HRM to Supplier of a warranty breach, and at HRM's option and Supplier's sole expense, either:
 - i. refund the purchase price for any affected Goods or Services, or
 - ii. correct, replace or re-perform the affected Goods or Services.

All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, costs to transport the Goods from HRM to Supplier, and return shipment to HRM, and costs resulting from supply chain interruptions, will be borne by Supplier.

- (c) If Goods are corrected or replaced or Services are re-performed, the warranties in Section 9 will continue as to the corrected or replaced Goods or Services for a further warranty period of one year commencing on the date of acceptance of the corrected or replaced Goods or Services by HRM. If Supplier fails to repair or replace the Goods or Services within the time periods required above, HRM may repair or replace the Goods or Services at Supplier's expense.
- (d) In the event that any Goods provided by Supplier to HRM are subject to a claim or allegation of infringement of intellectual property rights of a third party, Supplier shall, at its own option and expense, without prejudice to any other right or remedy of HRM (including HRM's indemnification rights hereunder), promptly:
 - i. provide HRM with a commercially reasonable alternative, including the procurement for HRM of the right to continue using the Goods in question;
 - ii. replace such Goods with a non-infringing alternative satisfactory to HRM; or
 - iii. modify such Goods (without affecting functionality) to render them non-infringing.

11. **Supplier Representations and Warranties.**

- (a) Supplier represents and warrants, as a present and ongoing affirmation of facts in existence at all times when the Agreement is in effect and after its termination:
 - i. that Supplier is and shall be the legal and beneficial owner of all such Goods or Services at the time of delivery thereof to HRM and (if different) at the time title to the Goods or Services passes to HRM;
 - ii. that Supplier is duly organized and subsisting under the laws of the jurisdiction of its incorporation or existence and has full power and authority to enter into the Agreement;
 - iii. that the execution and/or performance of the Agreement does not and will not violate or interfere with any other agreement by which Supplier is bound, which violation or interference would have a material adverse effect on Supplier or on the Agreement and that Supplier will not enter into any agreement, the execution and/or performance of which would violate or interfere with the Agreement so as to have a material adverse effect on HRM;
 - iv. that Supplier has the resources, skills and ability to provide the Goods and perform the Services in accordance with the Agreement and applicable industry standards;
 - v. that Supplier is duly registered for tax (including GST/HST) purposes in the jurisdiction(s) in which such Goods or Services are to be provided;

12. **Intellectual Property Rights.**

- (a) Other than as may be required for the provision of the Goods or Services, nothing in the Agreement shall be construed as granting Supplier any license or other right to use any intellectual or other property that HRM may now or hereafter own, possess, or in which it may hold licensing rights.
- (b) HRM and Supplier agree that all work product, materials, documents and intellectual property (including without limitation all inventions, designs, ideas, discoveries, works, creations, patents, copyrights and trade-marks) or other rights relating thereto developed by Supplier during the course of, or in connection with, the provision of the Goods or Services, by Supplier to HRM (collectively "**Work Product**") shall be the property of and owned by HRM. Supplier agrees that it has no ownership rights of any kind therein, and Supplier hereby agrees to assign, and upon provision of each element of the Goods or Services automatically assigns, to HRM, all of Supplier's right, title and interest, if any, in any such Work Product. This assignment includes, without limitation, any and all rights to secure any patent, trade-mark, copyright, industrial design or other registrations (including without limitation, any renewals or extensions thereto) with respect of the Work Product, in Canada, the United States and elsewhere.

- (c) Supplier hereby unconditionally and irrevocably waives and shall cause its subcontractors or representatives to unconditionally and irrevocably waive all moral rights of Supplier or its subcontractors or representatives that exist or may exist in any Work Product. Supplier shall, upon HRM's request, obtain from each and every one of its subcontractors or representatives any agreement or assignment required to confirm ownership rights in the Work Product in favour of HRM, the licenses granted herein and the waiver of all moral rights therein.
- (d) If Supplier or its subcontractors or representatives incorporate into any Work Product any pre-existing intellectual property owned by Supplier or its subcontractors or representatives or in which Supplier or its subcontractors or representatives has an interest, HRM is hereby granted and shall have a worldwide, royalty-free, non-exclusive, perpetual license to make, use, copy, modify distribute, sell, license (at any level) and in any other way exploit such pre-existing intellectual property as part of or in connection with such Work Product, without obligation to account to, or obtain consent from, Supplier or its subcontractors or representatives. Supplier agrees to provide to HRM all assistance reasonably requested by HRM to perfect the rights described herein, including obtaining all assignments and waivers of moral rights necessary or appropriate to vest the entire right, title and interest in such materials in HRM and its successors and assigns.

13. Confidentiality.

- (a) **“Confidential Information”** means any information disclosed by HRM to Supplier that is either marked “Confidential”, or that by its nature, a reasonable person would consider to be confidential. Confidential Information shall not, however, include information that:
 - i. was already known to Supplier at the time of its disclosure by HRM;
 - ii. is available to the public or becomes generally available to the public other than through a breach of these Purchase Order Terms and Conditions by Supplier;
 - iii. was received by Supplier from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to HRM; or
 - iv. was developed independently by Supplier without breach of these Purchase Order Terms and Conditions.
- (b) Supplier shall use the Confidential Information only for the purpose of providing the Goods and/or Services to HRM, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Supplier shall not disclose the Confidential Information to third parties without the written consent of HRM.

- (c) Supplier shall implement and maintain security standards and procedures for the safeguarding of HRM's Confidential Information. Supplier agrees to promptly notify HRM in writing upon becoming aware of a breach of either Supplier's security standards and procedures or HRM's security policies, or any unauthorized disclosure of Confidential Information that Supplier is required to keep confidential. Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure.
- (d) If Supplier becomes legally required to disclose any Confidential Information, Supplier will give HRM prompt notice of such requirement to the extent that Supplier is legally able to do so. If HRM consents to such disclosure, or if HRM declines or is unable to obtain a protective order or other appropriate remedy with respect to such disclosure, then Supplier shall disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.
- (e) Immediately upon termination of the Agreement, or at any time upon demand of HRM, Supplier shall return or supply to HRM any of the Confidential Information in Supplier's possession or under its control and any analysis or derivative work relating to the Confidential Information, and no copies of the Confidential Information, analysis or derivative work shall be made or retained.

Supplier acknowledges and agrees that HRM may disclose the Supplier Proposal, the Agreement or portions thereof at HRM's discretion or as may be required pursuant to the Freedom of Information and Protection of Privacy provisions contained in Part XX of the *Municipal Government Act* (Nova Scotia).

If Supplier is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, (Nova Scotia) ("PIIDPA") as a result of the type of Services that it is providing to HRM under the Agreement, Supplier represents, warrants and undertakes to HRM that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the Privacy Protection Schedule, attached as Schedule A to these Purchase Order Terms and Conditions.

Supplier acknowledges that HRM has entered into a service agreement with IBM Canada for the provision of SAP Enterprise Resource Planning (ERP) solutions and related services and may enter into service agreements with other providers of comparable services. Supplier irrevocably agrees that notwithstanding anything contained in the Agreement, HRM is authorized to disclose the Agreement or portions thereof to IBM Canada and SAP Canada and to any other provider of comparable services to HRM, to enable IBM Canada and SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with HRM.

Supplier's obligations under this Section survive any termination of the Agreement.

14. **Force Majeure.**

- (a) Supplier shall not be liable for a failure or delay in performing any of its obligations under the Agreement due to a "**Force Majeure Event**", which, for the purposes of this Agreement is defined as any circumstance not within the reasonable control of Supplier, but only if and to the extent that such circumstance:

- i. could not have been reasonably prevented or avoided by Supplier, despite Supplier's exercise of utmost diligence, taking of reasonable precautions and due care and documented attempts to take all reasonable alternative measures;
 - ii. occurred without the fault or negligence of Supplier; and
 - iii. materially and adversely affected the ability of Supplier to perform its obligations under the Agreement.
- (b) Where Supplier claims that a Force Majeure Event has occurred, Supplier shall be required to give immediate written notice thereof to HRM, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by Supplier to mitigate the impact of the Force Majeure Event on the performance of Supplier's obligations.
- (c) Notwithstanding the foregoing provisions, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, HRM may, in its sole discretion, terminate the Agreement upon three (3) days prior written notice to Supplier. In the case of termination by HRM pursuant to this Section, Supplier will be entitled to receive payment only for the Goods it has delivered to HRM and for which acceptance has been provided, and for Services it has satisfactorily performed up to the date of termination.

15. Insurance.

- (a) Supplier shall without limiting any of its obligations and liabilities under the Agreement, procure and maintain at its own expense, with respect to and for claims arising during the term of the Agreement, appropriate insurance covering its obligations under the Agreement, including the following minimum insurance coverage and such other insurance as may be required from time to time in the course of providing the Goods or Services:
 - i. Professional liability insurance (if applicable to the Services);
 - ii. Comprehensive commercial general liability insurance;
 - iii. Automobile liability insurance; and
 - iv. Any other insurance requested by HRM.
- (b) Each of the aforementioned policies shall have policy limits not less than two million dollars (\$2,000,000) per claim, aggregate limits not less than two million dollars (\$2,000,000) within any policy year, and deductible amounts not exceeding fifty thousand dollars (\$50,000).
- (c) Supplier shall provide HRM with a certificate of renewal for each insurance policy not later than fifteen (15) days prior to the expiry date of the applicable policy.

- (d) The insurance to be maintained by Supplier shall:
- i. be issued by financially sound insurers acceptable to HRM and licensed to carry on business in Canada;
 - ii. name "Halifax Regional Municipality" as an additional insured party;
 - iii. require the insurer to provide HRM with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy;
 - iv. provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of Supplier, its officers, directors employees, servants, and agents;
 - v. be primary insurance without right of contribution of any other insurance carried by Supplier or by HRM;
 - vi. be endorsed to include waivers of any right of subrogation of the insurers against HRM, its mayor, councillors, officers and directors, employees, consultants and agents; and
 - vii. contain cross liability coverage via a separation of insured's clause.
- (e) Supplier shall at the request of HRM carry additional insurance against such risks and in such amounts as HRM shall deem necessary.
- (f) Supplier shall report to HRM within twenty four (24) hours in writing full details of any occurrence involving bodily injury, death or property damage.
- (g) Supplier shall provide HRM with certificate(s) of insurance on a form reasonably satisfactory to HRM, evidencing all insurance requirements hereunder prior to commencement of the provision of Goods or performance of Services as the case may be, and replacement certificate(s) of insurance during the term hereof. Each certificate shall be signed by an authorized agent or representative of the insurer.
- (h) By entering into the Agreement, Supplier hereby warrants and represents that it has complied in full with the provisions of this Section, and shall promptly upon HRM's written request, provide HRM with evidence of compliance with Workers Compensation coverage where applicable and/or a certified Certificate of Insurance evidencing placement in good standing of all other insurances required by this Section.

16. **Indemnities.**

- (a) Supplier shall indemnify, defend and hold harmless HRM and its mayor, councillors, officers, directors, employees, consultants, and agents (the "**HRM Indemnified Parties**") from and against any claims, fines, losses, actions, damages, expenses,

legal fees and all other liabilities brought against or incurred by HRM Indemnified Parties or any of them arising out of:

- i. death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged overt or latent defect in the Goods or Services, or from the failure of the Goods or Services to comply with the warranties hereunder;
- ii. any claim that the Goods or Services infringe or violate the intellectual property rights or other rights of any person;
- iii. any intentional, wrongful or negligent act or omission of Supplier or any of its affiliates, agents or subcontractors;
- iv. Supplier's breach of any of its obligations under the Agreement; or
- v. any liens or encumbrances relating to any Goods or Services.

17. Suspension and Termination of Agreement.

- (a) HRM shall be entitled to suspend and/or terminate the Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an **"Event of Default"**:
 - i. Supplier breaches or fails to comply with the Agreement and such breach or failure is not remedied by Supplier to the reasonable satisfaction of HRM within ten (10) days after written notice from HRM to remedy the breach or failure;
 - ii. Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of Supplier;
 - iii. Supplier repudiates its obligations under the Agreement; or
 - iv. HRM determines that any statement, representation or warranty made by Supplier in its Supplier Proposal or in the Agreement was untrue or incorrect.
- (b) If the Agreement is suspended or terminated as a result of an Event of Default, Supplier shall be responsible for and shall reimburse HRM for all loss, costs and damages incurred by HRM as a result of or arising from the Event of Default, including any costs incurred by HRM to correct any defects or deficiencies in any of the Goods or Services, and any costs incurred by HRM to procure the Goods or Services or any part thereof from another provider.
- (c) HRM may, at its sole discretion, and at any time, terminate the Agreement without cause upon giving thirty (30) days prior written notice of termination to Supplier. In such event, Supplier shall be entitled to receive payment for the Goods it has delivered

to HRM and for which acceptance has been provided, and for Services it has satisfactorily performed up to the date of termination. Payments to Supplier of the foregoing amounts shall constitute full and final satisfaction of HRM's obligations to Supplier under the Agreement.

- (d) In the event the Agreement is terminated by HRM pursuant to this Section, Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.

18. Limitation of Liability.

- (a) EXCEPT FOR SUPPLIER'S OBLIGATIONS TO INDEMNIFY HRM UNDER SECTION 16, AND EXCEPT FOR DAMAGES THAT ARE THE RESULT OF THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF A PARTY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, DATA, GOODWILL, OR BUSINESS OPPORTUNITY FOR ANY MATTER RELATING TO THE AGREEMENT.

19. Independent Contractors.

- (a) The relationship of Supplier to HRM is that of an independent contractor and not an employee, partner or agent, and nothing contained herein shall be regarded or construed as creating a partnership, joint venture, agency or employer/employee relationship. Supplier shall not enter into any contract or commitment in the name of or on behalf of HRM or bind HRM in any respect whatsoever. Supplier confirms and agrees that there are no employee related benefits or fringe benefits of any kind receivable in connection with the provision of the Goods or performance of the Services. Supplier, its subcontractors and assignees are solely responsible for making contributions for *Employment Insurance, Workers Compensation, Canada Pension Plan*, employee income tax deductions (submitted directly to the government), insurance costs or other similar levies. Supplier shall indemnify and save harmless HRM, its directors, officers and affiliates from and against all payments, costs, damages, expenses, interest, penalties and other liabilities assessed against, paid or incurred by HRM or its directors, officers or affiliates in connection with such contributions or payments.

20. Conflict of Interest.

- (a) Supplier shall not take any actions that would result in an actual or perceived conflict of interest between its obligations to HRM under the Agreement and its obligations to any third party. Supplier shall immediately notify HRM in writing if any actual or perceived conflict of interest arises at any time during the Agreement.

21. **Further Assurances.**

- (a) The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to the Agreement and every part thereof.

22. **Severability.**

- (a) If any provision of the Agreement is determined to be unenforceable or invalid for any reason whatsoever, in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part thereof and all other provisions shall continue in full force and effect.

23. **Waiver.**

- (a) No waiver of any provision of the Agreement shall be enforceable against that party unless it is in writing and signed by that party. The failure of HRM to insist upon the strict performance of any term or condition of the Agreement will not be deemed to be a waiver of any of the rights or remedies of HRM, nor of its right to insist upon strict performance of such term or of any other term in the future.

24. **Assignment.**

- (a) Supplier shall not assign the Agreement, in whole or in part, without HRM's prior written consent.
- (b) HRM may assign the Agreement, in whole or in part, or extend the Agreement to any affiliate or agent of HRM, without the consent of Supplier. Upon request, Supplier shall provide the Goods or Services at the same pricing and upon substantially similar terms as set out in the Agreement to any affiliate or agent of HRM, any organization operating facilities on behalf of HRM, and any other municipality, public utility or public sector entity.
- (c) The Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

25. **Cumulative Remedies.**

- (a) The rights and remedies of HRM in the Agreement are cumulative and in addition to any other rights and remedies at law or in equity.

26. **Survival.**

- (a) Any provision of the Agreement which expressly or by implication from its nature is intended to survive the termination or completion of the Agreement will continue in full force and effect after any termination, expiry or completion of the Agreement.

27. Interpretation.

- (a) The headings used in the Agreement and its division into articles, sections, schedules, exhibits, appendices, and other subdivisions do not affect its interpretation.
- (b) Unless the context requires otherwise, words importing the singular number include the plural and vice versa; words importing gender include all genders.
- (c) References in the Agreement to articles, sections, schedules, exhibits, appendices, and other subdivisions are to those parts of the Agreement.
- (d) Where the Agreement uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”
- (e) The language used herein shall be deemed to be the language chosen by the parties hereto to express their mutual intent and shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the agreement. No rule of strict construction will be applied against any person.

28. Entire Agreement.

- (a) Except as specifically set forth herein, the Agreement constitutes the final written expression of all of the agreements between the parties with respect to the subject matter herein, and supersedes all understandings and negotiations concerning the matters specified herein.

29. Governing Law.

- (a) The Agreement shall be governed by the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.
- (b) HRM and Supplier attorn to the exclusive jurisdiction of the courts of Nova Scotia in Halifax, in respect of any matter arising out of the Agreement.
- (c) Subject to Supplier’s obligations to indemnify, defend and hold harmless, HRM and Supplier shall be responsible for their own legal expenses, costs and disbursements for all legal proceedings (including discoveries) related to the Agreement.

30. Language.

- (a) It is the express wish of the parties that the Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse des parties que cette convention ainsi que tout document connexe soient rédigés en langue anglaise.*

SCHEDULE A
PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**applicable legislation**” means the *Personal Information International Disclosure Protection Act* and the Freedom of Information and Protection of Privacy provisions contained within Part XX of the *Municipal Government Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**Municipality**” means the Halifax Regional Municipality;
 - (e) “**personal information**” means recorded information about an identifiable individual, including (i) the individual’s name, address or telephone number, (ii) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations, (iii) the individual’s age, sex, sexual orientation, marital status or family status, (iv) an identifying number, symbol or other particular assigned to the individual, (v) the individual’s fingerprints, blood type or inheritable characteristics, (vi) information about the individual’s health-care history, including a physical or mental disability, (vii) information about the individual’s educational, financial, criminal or employment history, (viii) anyone else’s opinions about the individual, and (ix) the individual’s personal views or opinions, except if they are about someone else.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Municipality to comply with the Municipality’s statutory obligations under the applicable legislation with respect to personal information; and
 - (b) ensure that, as a service provider, Supplier is aware of and complies with Supplier’s statutory obligations under the applicable legislation with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, Supplier may only collect or create personal information that is necessary for the performance of Supplier's obligations, or the exercise of Supplier's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, Supplier must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, Supplier must tell an individual from whom Supplier collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Municipality to answer questions about Supplier's collection of personal information.

Accuracy of personal information

6. Supplier must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by Supplier or the Municipality to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If Supplier receives a request for access to personal information from a person other than the Municipality, Supplier must promptly advise the person to make the request to the Municipality unless the Agreement expressly requires Supplier to provide such access and, if the Municipality has advised Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Municipality to correct or annotate any personal information, Supplier must annotate or correct the information in accordance with the direction.

9. When issuing a written direction under section 8, the Municipality must advise Supplier of the date the correction request to which the direction relates was received by the Municipality in order that Supplier may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, Supplier must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Municipality, Supplier disclosed the information being corrected or annotated.
11. If Supplier receives a request for correction of personal information from a person other than the Municipality, Supplier must promptly advise the person to make the request to the Municipality and, if the Municipality has advised Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. Supplier must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Municipality otherwise directs in writing, Supplier must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies or unless the Municipality directs otherwise in writing, Supplier must retain personal information for at least one year following the date of its use and securely dispose of personal information no later than three years after its use.

Use of personal information

15. Unless the Municipality otherwise directs in writing, Supplier may only use personal information if that use is for the performance of Supplier's obligations, or the exercise of Supplier's rights, under the Agreement.

Disclosure of personal information

16. Unless the Municipality otherwise directs in writing, Supplier may only disclose personal information inside Canada to any person other than the Municipality if the disclosure is for

the performance of Supplier's obligations, or the exercise of Supplier's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, Supplier must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation Supplier may have to provide the notification contemplated by section 6(1) of the *Personal Information International Disclosure Protection Act*, if in relation to personal information in the custody or under the control of Supplier, Supplier:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that Supplier knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure,

Supplier must immediately notify the Municipality and, in so doing, provide the information described in section 6(2) of the *Personal Information International Disclosure Protection Act*. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

Notice of unauthorized disclosure

19. If Supplier knows that there has been an unauthorized disclosure of personal information in the custody or under the control of Supplier, Supplier must immediately notify the Municipality. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

Inspection of personal information

20. In addition to any other rights of inspection the Municipality may have under the Agreement or under statute, the Municipality may, at any reasonable time and on reasonable notice to Supplier, enter on Supplier's premises to inspect any personal information in the possession of Supplier or any of Supplier's information management policies or practices relevant to Supplier's management of personal information or Supplier's compliance with this Schedule and Supplier must permit, and provide reasonable assistance to, any such inspection.

Compliance with the applicable legislation and directions

21. Supplier must in relation to personal information comply with:
 - (a) the requirements of the applicable legislation to Supplier as a service provider, including any applicable order under the applicable legislation; and
 - (b) any direction given by the Municipality under this Schedule.
22. Supplier acknowledges that it is familiar with the requirements of the applicable legislation governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason Supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, Supplier must promptly notify the Municipality of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Municipality may have under the Agreement or otherwise at law, the Municipality may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by Supplier, terminate the Agreement by giving written notice of such termination to Supplier, upon any failure of Supplier to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Supplier" in this Schedule includes any subcontractor or agent retained by Supplier to perform obligations under the Agreement and Supplier must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of Supplier in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Municipality under this Schedule) conflicts with a requirement of the applicable legislation or an applicable order under the applicable legislation, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. Supplier must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires Supplier to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the applicable legislation.

APPENDIX C – BID SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder’s contact for the RFQ process and for any clarifications or communication that might be necessary.	
Request for Quotation Number:	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
Total Value of Bid	\$ _____

2. Offer

The bidder agrees that it has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the RFQ, including the Purchase Order Terms and Conditions (Appendix B), and offers to provide the Deliverables in accordance therewith at the prices set out in its completed Bid.

3. Pricing

The bidder agrees that it has submitted its bid in accordance with the instructions in the RFQ. The bidder confirms that it has factored all of the Purchase Order Terms and Conditions (Appendix B) including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The bidder acknowledges that addenda No. _____ to _____ inclusive were carefully examined, and that all the above were taken into consideration in preparation of this bid.

Bidders are deemed to have read and considered all addenda issued by HRM. The onus is on each bidder to make any necessary amendments to its bid prior to the closing date based on any addenda issued. HRM may, in its sole discretion, disqualify a bid or require a bidder to acknowledge all addenda in writing prior to contract award if the bidder fails to do so in its bid. The bidder is deemed to have read and considered all addenda issued by HRM. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

5. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFQ.

6. Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of HRM in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the bidder's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Bidders should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the bid; **AND** who were employees of HRM within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of

Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

7. Bid Irrevocable

The bidder agrees that its bid shall be irrevocable for a period of **ninety (90)** days following the Submission Deadline.

8. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by HRM to the advisers retained by HRM to advise or assist with the RFQ process, including with respect to the evaluation of this bid.

9. Execution of Agreement

The bidder agrees that in the event its bid is selected by HRM, it will provide the Deliverables to HRM in accordance with the HRM Purchase Order Terms and Conditions (Appendix B).

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder