

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

1. The goods and services described in the Request for Quotation or Tender and any subsequent contract are subject to the following terms and conditions and the Bidder/Vendor/Contractor agrees to be bound by and comply with all such terms and conditions.
2. These Standard Terms and Conditions are meant to supplement but not supersede the terms and conditions of any competitive bid document, contract or agreement. In the event of a conflict or inconsistency, the terms and conditions of the competitive bid document contract or agreement, will govern.
3. These instructions, the specification, terms and conditions of the bid document and the terms and conditions in this document are intended to bind the contractor and Halifax Regional Municipality. All such Terms and Conditions are deemed material and cannot be varied, altered or changed by implication, waiver or any means, other than an express written agreement signed by both parties. With submission of a bid, the contract shall be solely enforced and executed as per the terms and conditions, clauses, and specification in the bid document. **ANY COUNTER-OFFERS OR CHANGES OF TERMS PROPOSED BY THE VENDOR ARE HEREBY REJECTED, UNLESS SPECIFICALLY AGREED TO IN WRITING BY THE HALIFAX REGIONAL MUNICIPALITY.**

**4 Instructions to Bidders**

- 4.1 To be accepted, submissions are to be submitted on the posted solicitation document provided within the Request for Quotation or Tender.
- 4.2 All quotations are to be returned on or before the time designated on the Request for Quotation or Tender to: Halifax Regional Municipality, c/o Operations Manager of Procurement (PO Box 1749) 3rd Floor Duke Tower, Scotia Square, Halifax, Nova Scotia, B3J 3A5.  
Exception: non-sealed bids for Inventory and Stores Procurement Officer may be sent directly to that Procurement Officer **Electronic bids, where allowed, should be submitted per the terms of the Request for Quotation or Tender**
- 4.3 All bids (and / or queries) must reference the Request for Quotation or Tender number (ie: 08-123)
- 4.4 It is the responsibility of the bidder to ensure that the submissions are delivered on time and that the name and number of the Request for Quotation is clearly displayed on the document as well as the containing package.
- 4.5 The official time for closings shall be Atlantic Time as recorded by the Halifax Regional Municipality Procurement Staff receiving the document at Halifax Regional Municipality Purchasing Department. It is the vendors responsibility to

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

- ensure that their submission meets HRM Official Time deadlines as specified in the Request for Quotation or Tender. Couriers noted time on deliveries is not official.
- 4.6 All costs are to be quoted including shipping to the location specified on the Procurement Document. All costs shall be FOB Destination Freight PPD and offloaded.
- 4.7 The Municipality will assume no responsibility for any oral instructions or suggestions. Any correspondence related to this Request for Quotation or Tender is to be directed to or issued by the Operations Manager of Procurement or their designate. Statements made by other persons, Halifax Regional Municipality employees or not, will have no consequence.
- 4.8 No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Owner or otherwise, which is inconsistent or conflicts with the provisions contained in these conditions.
- 4.9 The Halifax Regional Municipality specifically reserves the right to accept or reject any or all bids or to accept any bid or portion thereof. The Halifax Regional Municipality reserves the right to cancel this quotation in its entirety and shall not be responsible, in any manner, for expenses incurred by the contractor for preparing a submission. The Halifax Regional Municipality may award all or a portion of the work to one or more contractors.
- 4.10 Without limiting the generality of any other provision hereof, the Halifax Regional Municipality reserves the right to reject any bid:
- a. that contains any irregularity or informality
  - b. that is not accompanied by the security documents required
  - c. that is not properly signed by or on behalf of the bidder
  - d. that contains an alteration in the quoted price that is not initialed by or on behalf of the tenderer
  - e. that is incomplete or ambiguous
  - f. that does not strictly comply with the requirements contained in these instructions
  - g. that does not strictly comply with the requirements contained within the Request for Quotation or Tender documents, or
  - h. that has been received from a bidder that has been excluded from bidding due to past performance with The Halifax Regional Municipality.
- 4.11 The Halifax Regional Municipality, in evaluating a bid will be guided by the following:
- 4.11.1 Where the bids submitted in response to an invitation to bid are higher than the estimated contract value, bids shall not necessarily be invalidated for this reason.

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

- 4.11.2 If the lowest competent bid is within 15% of the estimated contract value, the contracting authority may choose to:
- (a) Award the contract for the bid amount.
  - (b) Negotiate changes in the scope of work with the lowest competent bidder (Within the framework of the original Request for Quotation or Tender , including all subcontractors listed) to achieve an acceptable contract price. If negotiations fail, the contracting authority can make changes to the scope of work and re-tender the work.
- 4.11.3 If the lowest competent bidder is greater than 15% over the estimated contract value, the contracting authority may choose to:
- (a) Award the contract for the bid amount.
  - (b) Make major changes to the scope of work (10% of the estimated contract value or greater) and re-tender the work.
  - (c) Make minor changes to the scope of work (less than 10% of the estimated contract value) and negotiate changes with the lowest competent bidder to achieve an acceptable contract price. If negotiation fails, the contracting authority can make changes to the scope of work and re-tender.
- 4.11.4 Application of 4.11.2 and 4.11.3 is subject to budget availability
- 4.12 Notwithstanding the foregoing, the Halifax Regional Municipality shall be entitled, in its sole discretion, to waive any irregularity, informality, or non-conformance with these instructions in any bid received by the Halifax Regional Municipality.
- 4.13 Any quotation or bid represents an irrevocable offer and shall be valid for a period of 90 days following the closing date for submissions.
- 4.14 Unless otherwise requested by the Halifax Regional Municipality, and noted on the Request for Quotation or Tender, prices are to be listed in Canadian Dollars.
- 4.15 Bidders will be deemed to have familiarized themselves with the existing conditions which may affect the performance of required goods and / or service. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

compensation or an extension of time. Bidders are to ensure that they understand the expected use for the requested product or service and submit their bid accordingly.

- 4.16 Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict bidders to that manufacturer, brand, make or catalogue designation identification. This is used simply to indicate the character, quality and / or performance of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and / or performance that it will serve the purpose for which it is to be used as well as that specified. If the bidder is offering an equivalent or substitute product to those specified, the bidder must clearly identify this substitution and supply the manufacturer's name, product number and provide any technical information required so that the Halifax Regional Municipality can judge the acceptability of the substitute. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the Municipality. The Municipality shall be the sole judge of the acceptability of any substitute or proposed alternative or equivalent. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described in the Request for Quotation or Tender.
- 4.17 The Halifax Regional Municipality intends to only contract with responsible bidders who are in the business of providing the goods and / or services bid upon and can provide proof that they can furnish satisfactory performance based on past work experience with the Halifax Regional Municipality, other companies, or government agencies, and have the financial, managerial, and resource capabilities for the size of project bid upon. Satisfactory performance includes meeting all of the requirements of the various federal and provincial regulations and agencies for completion of work and making payments to subcontractors in a timely basis. The evaluation process may include reference checks, third party credit checks, site visits, and / or your firm may be asked to allow The Halifax Regional Municipality to complete personal credit and or criminal checks if company information is not available to adequate. Bidders found unacceptable during the evaluation process will not be given further consideration.
- 4.18 The Halifax Regional Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to The Halifax Regional Municipality in response to this Request for Quotation or Tender is subject to this legislation and Respondents 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 Halifax Regional Municipality may be required to disclose some or all of the information in accordance with the

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

criteria set out in the legislation, including sections 462, 480 and 481(1). The Halifax Regional Municipality is also subject to the *Personal Information International Disclosure Protection Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. The Act creates obligations for the Halifax Regional Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.

- 4.19 In compliance with section 5(1) of the *Personal Information International Disclosure Protection Act* (PIIDPA), The Halifax Regional Municipality is required to ensure that any personal information in its custody or control, which includes personal information that may be held by any of its service providers, is stored and accessed only within Canada, unless the storage of or access to the information outside of Canada is to meet the necessary requirements of its operations. The bidder, if successful, will become the service provider and will be subject to this legislation. As such, the bidder must clearly identify whether they are able to meet the PIIDPA requirements of storage of and access to personal information only within Canada. The proposed solution must not permit the collection, use and/or disclosure of any “personal information” (as defined by section 461(f) of the *Municipal Government Act*) without the consent of the individual. In the event that the Canadian vendor is acquired by a non-Canadian company, the Canadian vendor would no longer comply with the requirements of PIIDPA. Prior to the completion of any such acquisition, the Canadian vendor shall notify The Halifax Regional Municipality of the proposed acquisition. The Canadian vendor agrees, at no cost to The Halifax Regional Municipality and upon reasonable notification from The Halifax Regional Municipality, to provide to The Halifax Regional Municipality all HRM data in electronic format, and to completely purge all Halifax Regional Municipality data, including backups, from the Canadian vendor’s possession prior to the completion of the acquisition. A certificate from an independent third party verifying that all data, including backups, has been purged shall be provided to The Halifax Regional Municipality prior to the acquisition of the Canadian vendor by a non-Canadian company. Acceptable third parties include professional accountants, certified auditors and IT professionals.
- 4.20 Any addenda issued for this Request for Quotation or Tender must be initialed by the bidder and affixed to the bid in order to be eligible for consideration. It is the vendors responsibility to monitor the Halifax Regional Municipality website and download addenda posted. Addenda must accompany the original document upon submission by the closing date.
- 4.21 For sealed bids, amendments may be faxed only to (902) 490-4206. You may state price increase or decrease by percentage or dollar value, but you may not state price. Amendment must be received by the Contract Administrator prior to

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

public opening.

- 4.22 By submitting a bid, the bidder represents and warrants that such a bid is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure the bidder an advantage over any other bidder. If at any time it shall be found that the person, firm, or corporation to whom a contract has been awarded has in presenting any bids, colluded with any other party or parties, then the contractor so awarded shall be liable to The Halifax Regional Municipality for all loss or damage which the Halifax Regional Municipality may suffer thereby; The Halifax Regional Municipality may advertise for a new contract and for said labour, materials, equipment, supplies, or service.
- 4.23 It is the responsibility of the bidder to ensure that quotations include all taxes, permits, and other charges required to supply the goods and services unless otherwise specified in the Request for Quotation or Tender. The successful bidder is to comply with all codes, regulations, and bylaws and all government and applicable standards pertaining to the work and job-site including and not limited to the Nova Scotia Occupational Health and Safety Act and Regulations. The Halifax Regional Municipality is required to pay a Harmonized Sales Tax (HST) at a rate of 15%, this tax is to be shown as a separate amount.
- 4.24 The Halifax Regional Municipality reserves the right to cancel the Request for Quotation or Tender at their discretion with no penalty.
- 4.25 The bidder shall direct all questions regarding the Request for Quotation or Tender or the project to the individuals identified in the Request for Quotation or Tender document. Any attempt on the part of the bidder or any of its employees, agents, contractors or representatives to contact any of the following persons with respect to the Request for Quotation or Tender or the Project without express written permission may lead to disqualification:
- (a) any member of the evaluation team (except those mentioned in the Request for Quotation or Tender) or any expert advisor to them;
  - (b) any member of Council; and
  - (c) any member of Halifax Regional Municipality staff
- 4.26 Halifax Regional Municipality does not maintain a vendors list. All Halifax Regional Municipality no charge / no attachment Request for Quotation or Tenders will be available for download from our website at [www.halifax.ca](http://www.halifax.ca). Bidders are responsible to check this website for addenda which may be posted for any Request for Quotation or Tender. Request for Quotation or Tender documents must be obtained from procurement services, either from the website or from the Procurement Office. Documents obtained by any other means may

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

not be eligible.

- 4.27 All purchases made by The Halifax Regional Municipality are subject to the Halifax Regional Municipality Procurement Policy - Administrative Order 35. This document is available on the Halifax Regional Municipality website. By submitting a response to the Request for Quotation or Tender the supplier acknowledges that the award of the contract is subject to the terms and conditions of that Policy and the supplier agrees to comply with all of the Terms and Conditions.
- 4.28 **The Municipality reserves the right to accept bid(s), in whole or in part, deemed to be in the best interest of The Halifax Regional Municipality. Lowest, or any bid, not necessarily accepted.**
- 4.29 A purchase order will be issued by the Procurement Office for all services performed under the contract prior to the actual services being started.

**5 General Conditions**

5.1 Payment

- 5.1.1 The Contractor shall display the complete Purchaser Order number and SAP material numbers (where indicated on Purchase Order), prominently on all packages, invoices, correspondence, customs documentation, bills of lading and packing slips and ensure that packing slips accompany all shipments.
- 5.1.2 Contractors outside Canada shall provide Canada Customs Invoices with completed, acceptable shipment documentation to the Customs broker.
- 5.1.3 Unless otherwise stated, The Halifax Regional Municipality shall pay to the Contractor all amounts in Canadian funds net thirty (30) days from invoice receipt or satisfactory delivery of goods or services, whichever is later, unless otherwise noted on the Purchase Order. Term discounts will be calculated from the same date. The Halifax Regional Municipality does not pay interest on payments made after 30 days.
- 5.1.4 The price indicated on the Purchase Order is the total cost and includes all fees and charges of any kind, including patent, permit, inspection, royalty and license fees, charges for crating, boxing, cartage and re-stocking and government tax levies, unless otherwise stated on the Purchase Order.
- 5.1.5 All applicable taxes are specified on the Purchase Order. If Harmonized Sales Tax applies, the Contractor agrees to invoice in accordance with

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

the *Excise Tax Act* and include a valid business registration number on the invoice.

- 5.1.6 All packing slips and invoices must reference the Halifax Regional Municipality material number
- 5.1.7 Invoice can not accompany the shipments, must be sent by the vendor directly to or by electronic format

Halifax Regional Municipality,  
3rd Floor Duke Tower,  
PO Box 1749,  
Halifax, NS B3A 3J5,  
Attn: Accounts Payable.

- 5.1.8 The Municipality administers its payables via an electronic payment process. Payments for this solicitation and following contract will be administered via the electronic payment process. Upon award, Contractor(s) must send payables information to [hmaplink@halifax.ca](mailto:hmaplink@halifax.ca)

5.2 Assignment

The Contractor will not assign or subcontract the Purchase Order or any part thereof, without the prior written approval of The Halifax Regional Municipality which approval may be withheld by The Halifax Regional Municipality in its sole discretion or may be given subject to such terms and conditions as The Halifax Regional Municipality may enforce.

5.3 Indemnification

The Contractor shall indemnify and hold harmless the Halifax Regional Municipality, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Contractor, any Subcontractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

5.4 Inspection

The Halifax Regional Municipality reserves the right to inspect any material, service or goods which are ordered as a result of this quotation and shall be the sole judge as to the acceptability of the goods and or service to meet the needs of the Halifax Regional Municipality and fulfills the requirements as specified. Upon request vendor to provide sample of the products within 3-5 working days for internal quality and suitability approval by the end users, prior to award.

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

These will be shipped Fob destination freight prepaid -offloaded.

- 5.5 Patent right and Royalties  
The successful bidder shall pay all royalties and patent license fees required for the performance of the work. The successful bidder shall hold the Halifax Regional Municipality harmless from and against claims, demands, losses, costs, damages, action suits or proceedings arising out of the successful bidder's performance of the contract which are attributable to an infringement or an alleged infringement of a patent of invention by the successful bidder or anyone for whose acts the successful bidder may be liable.
- 5.6 Right to offset  
The Contractor agrees that the Halifax Regional Municipality may apply payments for work completed, services supplied and / or goods supplied, to any amount owing to the Halifax Regional Municipality by the Contractor or supplier including any related administration fees.
- 5.7 Delivery  
Time is of the essence and the Contractor shall deliver the goods and services contemplated by the Purchase Order in strict accordance with the delivery date, quantity and the requirements as specified on this Purchase Order and Standing Offers and any attached specifications.
- Where a delivery date is stated, delivery by such date is regarded as of the essence of the contract. Failure on the part of the Contractor to complete by the stated delivery date for reasons other than those beyond his control, will entitle The Halifax Regional Municipality to any one or combination of the following remedies:
- (a) Cancel the order without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.
  - (b) Reassign the contract and charge the original Contractor with all incremental costs involved.
  - (c) Other remedy as specified in the Request for Quotation or Tender.
- 5.8 Value of Goods/Work  
The Halifax Regional Municipality makes no guarantee of the value or volume of goods or work to be assigned to the Contractor. The Purchase Order is not an exclusive contract for the provision of the goods and/or services listed. The Halifax Regional Municipality may contract with others for the same or similar goods and/or services to those described or may obtain the same or similar internally.
- 5.9 Force Majeure  
In the event of strikes, accidents or unexpected events causing stoppage of work, The Halifax Regional Municipality reserves the right to suspend the application

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

of the Purchase Order.

- 5.10 Integration  
This Contract is to be construed and governed by the laws of the Province of Nova Scotia.
- 5.11 The Halifax Regional Municipality reserves the right to remove Contractors due to quality of work and / or service. Contractors will be notified of any problems in writing from Halifax Regional Municipality Procurement and given the opportunity to respond. The Halifax Regional Municipality can then determine if Contractor should be removed from the qualified Contractors list for that services. The Municipality shall be sole judge in this matter.
- 5.12 Halifax Regional Municipality wishes to be a leader with respect to integration of sustainable and environmental procurement practices. The Halifax Regional Municipality has the following requirements:
1. Maximization of electronic administration to minimize paper usage;
  2. Supplier adoption of anti-idling program for vehicles operating in The Halifax Regional Municipality;
  3. The Halifax Regional Municipality does not wish to encourage the purchase of products manufactured where children are used as slave labor or other exploitive circumstances which impede child development. With submission of a bid, bidders are to confirm that the goods offered are not made in factories where these conditions exist.
  4. The Halifax Regional Municipality reserves the right to audit any environmental claims, certification, or statements made within the Contractors submission.
- 5.13 Contractors may be evaluated annually on their performance. Areas of Contractor performance evaluation include but are not limited to: Contractor Personnel, Project Management, Safety, Environment, Equipment, Materials, Warranty, Administration. These evaluations may be used for qualifications on future Halifax Regional Municipality Requests for Quotations or Tenders.

**6 Goods**

- 6.1 The Contractor warrants that the shipping and handling of designated products and/or hazardous materials will be made in accordance with the applicable Federal, Provincial and Municipal laws and regulations in force at the time of shipment. Workplace Hazardous Materials Information System, Material Safety Data Sheets, must be provided with the product supplied, as defined under the federal Hazardous Products legislation and provincial WHMIS legislation. Dangerous goods shall be shipped only in compliance with Canadian Transportation of Dangerous Goods (TDG) Regulations, Hazardous Materials Regulations, and all other environmental laws, rules, regulations and procedures,

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

where applicable. All controlled products supplied to the Halifax Regional Municipality must have approved WHMIS supplier labels. Material Data Safety Sheets must also be supplied. Failure to comply with this requirement will result in rejection of any shipment, and may result in cancellation of the order and the return of goods to the supplier at the supplier's expense. MSDS sheet must accompany each shipment

- 6.2 Contractors are responsible for adherence to all Canada Customs rules and regulations. Any and all errors and / or omissions which become apparent which result in penalties to the Halifax Regional Municipality will result in the deduction of the value of those penalties from the Contractors invoice(s), so as the Halifax Regional Municipality may recover such losses.
- 6.3 Delivered goods and services are in accordance with the quantity and the requirements as specified in the Purchase Order and any attached specifications and are subject to inspection and approval, following delivery for a period of not less than sixty (60) days, notwithstanding prior payment. In the event any discrepancy of the order or if the goods are rejected by The Halifax Regional Municipality, in its sole discretion, The Halifax Regional Municipality is entitled to return such goods at the Contractor's expense and the Contractor shall credit The Halifax Regional Municipality accordingly within fifteen (15) days of return of the goods.
- 6.4 Notwithstanding delivery of goods, title to the goods remains with the Contractor until The Halifax Regional Municipality has inspected and approved the goods or sixty (60) days has passed after delivery without The Halifax Regional Municipality rejecting the goods.
- 6.5 The Contractor represents, warrants and covenants that the delivered goods do not infringe any patent, copyright, trademark or other intellectual or industrial property right.
- 6.6 The Contractor represents, warrants and covenants that the goods are new, unused, free of defects or deficiencies in design, materials or workmanship, conforming to all manufacturer and City specifications and are fit for their ordinary purposes, unless The Halifax Regional Municipality has made a particular purpose known to the Contractor, in which event the goods are fit for that particular purpose as well.
- 6.7 The Contractor warrants that all electrical and electronic components and equipment supplied under this Order shall be approved in accordance in the Nova Scotia Electrical Safety Code and must certified so the intended use of the equipment in Canada by certified organization accredited to the *Standards Council of Canada Act*.

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

- 6.8 In the event of any breach of warranty at law or pursuant to the Purchase Order by the Contractor, at any time during the one (1) year warranty period or manufacturer's warranty period, whichever is longer, the Contractor shall, at The Halifax Regional Municipality's option, repair or replace the goods with an equivalent or better product at no additional cost to The Halifax Regional Municipality within fifteen (15) days of The Halifax Regional Municipality's notification to do so.
- 6.9 Upon delivering the product, the supplier shall obtain a signature / proof of delivery, of which a copy shall accompany the invoice.

**7 Standing Offers**

- 7.1 Quantities and gross value shown are estimated only and The Halifax Regional Municipality does not guarantee to buy any specific quantities or dollar value but reserves the right to exceed the quantities. The Halifax Regional Municipality reserves the right to offer agreements to multiple Contractors at its sole discretion.
- 7.2 Halifax Regional Municipality reserves the right to cancel an agreement within thirty (30) days written notice at their discretion with no penalty.
- 7.3 Halifax Regional Municipality reserves the right to extend this offer to other governmental boards, agencies or commissions to whom The Halifax Regional Municipality may provide procurement assistance.
- 7.4 This solicitation is intended to establish units prices on an as needed basis. There is no commitment, implied or stated, of any volume on the subsequent Standing Offer.
- 7.5 Halifax Regional Municipality does not pay for the delivery or pick up of cores, receptacle, (drums, cubes, pallets) or warranty items, all freight must be paid by the supplier. Halifax Regional Municipality does not pay pallet charges unless otherwise stated.
- 7.6 Any additional charges incurred by the Halifax Regional Municipality due to the vendor's inability to provide goods or services at the quality and time quoted on the standing offers will be charged to the vendor by Halifax Regional Municipality.
- 7.7 Contract award may not be based on price alone; consideration may also be based on but not limited to the following evaluation criteria: product meeting specification of the end users requirements, warranty, availability, experience, references, delivery times, etc. Decision may be based on an item by item basis or per total depending on what is in the best interest of the Halifax Regional

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

Municipality. Halifax Regional Municipality makes no guarantee of quantities to be purchased from standing offer agreements. Halifax Regional Municipality may add to or consolidate standing offers as the needs arises.

- 7.8 If there is a compatibility issue with equipment being provided to work in conduction with the goods stock as part of the standing offer the Vendor will be responsible to provide the equipment for the length of the contract at no additional charge. At the end of the contract the vendor is to take back the equipment and Halifax Regional Municipality will return any remaining inventory at the end of the contract that is specific to that equipment with no restocking charges unless otherwise stated.
- 7.9 If there are compatibility issues with present equipment, or compatibility issues in doing business with Halifax Regional Municipality, vendor will provide equipment necessary to ensure compatibility at no additional charge. For example: required hoses, nozzles, etc.
- 7.10 Any and all requests for change to a standing offer must be made in writing to the Procurement Officer or Sr. Procurement Consultant. If a vendor is requesting to offer a substitute product other than originally quoted on the standing offer they must request written permission and provide technical information required. Halifax Regional Municipality will be the sole judge if the substitute shall be acceptable.
- 7.11 Halifax Regional Municipality reserves the right to return any goods that are deemed to be unsuitable or unsafe.
- 7.12 Halifax Regional Municipality has 24 hour operations and provides services to Emergency Measures Organization (EMO), All standing offers must have emergency contact numbers for evenings and weekends.
- 7.13 Vendor must quote as specified. Vendor must quote unit price as specified (no minimum order quantities) vendor can advise of Economic Order Quantities and volume discounts. All parts orders shipped must have parts labeled with SAP material numbers.
- 7.14 Standing offers for storerooms are for material stocked by the Halifax Regional Municipality for use as and when required . Stock is not intended for immediate consumption, therefore the Halifax Regional Municipality explicitly requests acknowledgment that all suppliers or manufacturer warranties and core return date restrictions or validity periods be based on the date of installation in Halifax Regional Municipality equipment or consumption by Halifax Regional Municipality end users.

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

**8 Services**

- 8.1 The Contractor represents that it has the expertise, experience, facilities, skilled personnel, management and knowledge necessary or required to deliver the services in a competent and professional manner. The Contractor understands that The Halifax Regional Municipality is relying upon this representation in issuing the Purchase Order
- 8.2 The Contractor shall:
- (a) perform all work in a good and workmanlike manner to the full satisfaction of The Halifax Regional Municipality;
  - (b) comply with all applicable by-laws, polices, procedures, guidelines and rules of The Halifax Regional Municipality; and
  - (c) supervise their workers, consultants, agents and subcontractors to ensure they conform to the requirements of the service, specifications and the terms and conditions of the Purchase Order.
- 8.3 Prior to commencing the work, the contractor shall provide a current clearance letter from the Workers Compensation Board and must maintain this coverage during the whole term of the contract. The Halifax Regional Municipality will only enter into contracts with firms that provide WCB coverage. It will be the responsibility of the principal contractor to ensure coverage is in place for their employees and/or their sub-contractors. Individuals not covered by WCB are not permitted on Halifax Regional Municipality property.
- 8.4 At any time prior to or during the term of the contract, when requested by the Halifax Regional Municipality, the contractor shall provide a current and valid letter of good standing issued by an audit firm endorsed by Workers Compensation Board to audit for the type of work covered by the Request for Quotation or Tender. The letter must indicate that the Contractor's current standing falls into one of the following categories:
- \*Certificate of Recognition
  - \*Audit Pending
  - \*In the Process
- Where the Contractor has not yet obtained a Certificate of Recognition, the Contractor must submit a letter from the WCB endorsed firm indicating that the Contractor is "in the process" (maximum of 6 months) of obtaining the Certificate of Recognition. "In the process" has been defined as the completion of the four mandatory courses (Safety Basics, Safety Orientation, Safety Audit and Leadership) and completion of required Occupational Health and Safety Act (ie WHMIS, TDG, etc) and for a period of no greater than six (6) months). If a letter or certificate stating such is not available, the reason for unavailability must be clearly stated, and may be ground for non-inclusion at the discretion of the Halifax Regional Municipality.

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

- 8.5 The Contractor shall provide the project manager with timely updates. Work undertaken on a Time and Materials basis requires the Contractor to submit (as a minimum) weekly updates on all issued time and materials work. These updates shall include: hours and cost to date, remaining costs expected, and projected completion. These updates shall be submitted to the Contract Manager / Supervisor.
- 8.6 Service performed by a Consultant is considered work performed by an independent contractor and neither an agency, partnership nor employer-employee relationship is intended or created by the Purchase Order or Agreement.
- 8.7 Contractor shall provide, upon request of The Halifax Regional Municipality from time to time, staff knowledgeable about the delivery of the services for consultation with a representative or representatives of The Halifax Regional Municipality. The Halifax Regional Municipality shall provide, upon request of the Contractor, a representative or representatives of The Halifax Regional Municipality to consult with the Contractor with respect to the services being delivered by the Contractor pursuant to the Purchase Order.
- 8.8 The Contractor authorizes The Halifax Regional Municipality, its employees, representatives and agents to enter at all reasonable times, any premises used by the Contractor in connection with the provision of services pursuant to the Purchase Order, in order to:
- (a) Observe and evaluate the services provided under the Purchase Order; and
  - (b) Inspect all records, documents and invoices relating to the services provided pursuant to the Purchase Order.
- 8.9 The Halifax Regional Municipality may terminate the Purchase Order upon thirty (30) days notice in writing, and without any further liability, in the event The Halifax Regional Municipality, in its sole discretion, determines that the Service Provider has neglected, failed or refused to proceed promptly with the Services contemplated to be provided by the Service Provider pursuant to the Purchase Order or contravened any of the Service Provider's obligations hereunder.
- 8.10 The Halifax Regional Municipality will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design, and trade secrets in any product developed through the contract. Licencing and marketing rights to the developed product will not be granted in the contract.
- 8.11 The Contractor shall provide supporting documentation that support personnel are certified. This includes bonded or security clearance of personnel working within The Halifax Regional Municipality facilities to perform the required services of maintenance and support. The Halifax Regional Municipality reserves the right to perform a security clearance check on all Contractor and sub-

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

contractor personnel working on The Halifax Regional Municipality Property.

- 8.12 Every Contractor shall take every precaution that is reasonable in the circumstances to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revision of the Nova Scotia Health & Safety Act and Regulations, The Municipality Health & Safety Regulations and all other safety measures as required by authorities having jurisdiction.
- 8.13 The Contractor shall take all necessary precautions to ensure the safety of the public and shall provide and maintain any required signage, barrier guards, etc. The Contractor shall ensure the public does not come in contact with the project. The Contractor shall not prevent or hinder the flow of traffic around the site. The bidder is responsible for these costs.
- 8.14 The Contractor(s) shall at all times keep work sites free from accumulations of waste materials or rubbish caused by employees or work and at the completion of each work day shall remove all rubbish from and about the job site
- 8.15 Safety Plans: The Contractor shall submit a copy of Contractors safety plan for each project.
- 8.16 If requested at any time The Contractor shall supply a current list of safety training obtained by their personnel. This list shall include course expiry
- 8.17 The Contractor shall undertake:
- a) to comply with all health and safety and environmental legislation in the performance of this contract and to practice the principles of proactive due diligence.
  - b) to maintain a safe and healthy work environment during the performance of this contract.
  - c) to ensure compliance with the provisions of Halifax Regional Municipality Contractor Safety Policy.
- 8.18 The Contractor acknowledges and agrees:
- a) that compliance with all health and safety and environmental legislation and any Halifax Regional Municipality policy or procedure applied to or applicable to this contract is a condition of the contract.
  - b) to permit The Halifax Regional Municipality to audit or inspect the Contractor's health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit or inspection.
  - c) that Contractor safety deficiencies will be addressed by The Halifax Regional Municipality in the following progressive steps:

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

- (i) The problem will be identified to the Contractor, (site supervisor).
  - (ii) The Contractor's head office will be contacted about the problem, orally and followed up in writing.
  - (iii) The Contract may, at the discretion of The Halifax Regional Municipality, be suspended or terminated and/or payment withheld by The Halifax Regional Municipality.
  - (iv) If required to do so by legislation, The Halifax Regional Municipality will immediately report the problem to the appropriate regulatory authority.
- d)that, depending upon the nature and/or seriousness of the deficiency The Halifax Regional Municipality reserves the right to bypass any or all of the steps described in subsection 8.18(c)
- 8.19 The Contractor hereby acknowledges receipt of a copy of Halifax Regional Municipality Contractor Safety Policy and that they understand and undertake to adhere to the terms of this Policy and to co-operate with The Halifax Regional Municipality in its efforts to ensure compliance thereunder.
- 8.20 The Contractor shall ensure that their workers or subcontractors have security clearance, obtained from Halifax Regional Municipality Police Services, to work in Halifax Regional Municipality Police Stations, Halifax City Hall, and starting in the 2005 year, for all Halifax Regional Municipality buildings and properties.
- 8.21 The Contractor shall ensure that their workers or sub contractors have security clearance obtained from Child Abuse Registry, Children Services, Province of Nova Scotia starting in 2005 year for all Halifax Regional Municipality buildings and properties. If this security clearance is not available, the reason for unavailability must be clearly stated, and may be ground for non-inclusion at the discretion of the Halifax Regional Municipality.
- 8.22 Any and all sub contractors associated with the contract shall be bound by Halifax Regional Municipality terms and conditions
- 8.23 Per the Builder's Lien Act, The Halifax Regional Municipality reserves the right to hold back 10% of contract value for minimum 60 days from date of substantial completion.
- 8.24 Any equipment or materials removed from any Halifax Regional Municipality properties must be salvaged, recycled, or disposed of at a construction and demolition facility holding a valid license issued by the administrator of the Halifax Regional Municipality Bylaw L200. Disposal payment is the responsibility of the Contractor.
- 8.25 The Contractor shall give all notices and obtain at their expense all licences, approvals, permits and inspections required to perform the work. The

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

Contractor / Consultant will comply with all laws applicable to the work or performance of the contract. The Contractor and other firms performing work for The Halifax Regional Municipality are advised that it is their responsibility to ensure that the personnel assigned to this work are fully knowledgeable and comply with the Occupational Health and Safety Act, Regulations of the Province of Nova Scotia, the Halifax Regional Municipality Safety Policy and Procedures Manual and other Federal, Provincial and Municipal safety regulations.

- 8.26 The work shall be performed in accordance with all applicable national, provincial or municipal codes and regulations. The Contractor shall accept liability for any work required to complete the job or rectify deficiencies in accordance with such codes and indemnify The Halifax Regional Municipality in the event of injury, damage, claim or action, arising from the Contractor's, failure to comply with all codes and regulations.
- 8.27 All permits and inspection reports must be forwarded to Halifax Regional Municipality Contract Supervisor. These permits and inspection records must be received and approved by Halifax Regional Municipality Contract Supervisor before payment is authorized.
- 8.28 The Contractor shall advise the Nova Scotia Department of Environment and Labor, the Owner and the Engineer, that the Contractor is the successful bidder for the project, and therefore will be the Contractor as defined by the Nova Scotia Occupational Health and Safety Act. Through such notice the Contractor shall declare that
- a) they will have control of the physical work and labor force and shall effectively direct and supervise the work. The Contractor will be solely responsible for construction means, methods, techniques, sequences and procedures and for coordinating the various parts of the work under the contract.
  - b) they shall be solely responsible for construction and worker safety at the place of the work and to ensure compliance with all rules, regulations, acts and practices required by applicable Construction Safety Legislation including the NS Occupational Health and Safety Act, and the Occupational Safety General Regulations and the Human Resources Development Canada, Labor Code.”
  - c) they indemnify and hold harmless The Halifax Regional Municipality from any action under the Occupational Health and Safety Act
- 8.29 The Contractor shall provide proof of Professional Errors and Omissions Insurance for all design professionals (such as architects, landscape architects or engineers) who provide the Contractor with signed stamped drawing or calculations. Such insurance shall have limits not less than \$2,000,000 each claim

Halifax Regional Municipality  
Standard Terms and Conditions for Goods, Services and Standing Offers

with respect to negligent acts, errors and omissions, and any deductible may not exceed \$50,000 each claim. The Contractor shall obtain such insurance when the Contractor subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance must maintain proof of insurance for the term of the Agreement.

If requested at any time by Halifax Regional Municipality, the Contractor will be required to provide General Liability Insurance in a form acceptable to Halifax Regional Municipality, with Halifax Regional Municipality named as additional insured . The amount of coverage will be \$2,000,000.

If requested at any time by Halifax Regional Municipality, the Contractor shall provide automobile liability insurance in respect to owned or non-owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.

- 8.30 For all projects with a Community Engagement component, the Contractor must comply with the intent and recommendations of Halifax Regional Municipality's Approved Community Engagement Strategy. The approved strategy can be accessed on the Halifax Regional Municipality Website at: <http://Halifax.ca>