

**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. Unless otherwise stated herein, the Atlantic Provinces Standard Terms and Conditions Goods and Services and NS Supplements shall apply.
4. These instructions, the specification, terms and conditions of the bid document and the terms and conditions in this document are intended to bind the successful Bidder and The Halifax Regional Municipality (the 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 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 Unless otherwise stated in the solicitation, all quotations are to be returned on or before the time designated on the Request for Quotation or Tender to:  
Manager of Procurement, Halifax Regional Municipality  
Customer Service Center, 1st floor Alderney Gate  
40 Alderney Drive  
Dartmouth Nova Scotia  
B2Y 2N5  
  
Exception: non-sealed bids for Inventory and Stores Procurement Officer may be sent directly to that Procurement Officer.
- 4.3 All bids (and / or queries) must reference the Request for Quotation or Tender number (i.e.: YY-###)
- 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 Municipality Procurement Staff receiving the document at the Municipality Purchasing Department. It is the vendor's responsibility to ensure that their submission meets the Municipality Official Time deadlines as specified in the Request for Quotation or Tender. Couriers noted time on deliveries is not official.

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- 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 Manager of Procurement or their designate. Statements made by other persons, the 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 Municipality specifically reserves the right to accept or reject any or all bids or to accept any bid or portion thereof. The Municipality reserves the right to cancel this quotation in its entirety and shall not be responsible, in any manner, for expenses incurred by the bidder for preparing a submission. The Municipality may award all or a portion of the work to one or more bidders.
- 4.10 Without limiting the generality of any other provision hereof, the 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 Municipality.
  - i. the Municipality may, in its absolute discretion, reject a Tender submitted by a Tenderer if:
    - i) the Tenderer, or any officer or director of the Tenderer;
    - ii) any related company of the Tenderer through common ownership, control or otherwise; or
    - iii) any intended sub-contractor of the Tenderer,
- is or has been engaged, either directly or indirectly through another corporation, in a legal action (including arbitration or the service on the Municipality of formal notice of intent to commence a legal action) against the Municipality, its elected or appointed officers and employees in relation to:
- i) any other contract with the Municipality; or

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- ii) any matter arising from the Municipality'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 Call for Tenders.

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

4.11 the 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.

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 Municipality shall be entitled, in its

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sole discretion, to waive any irregularity, informality, or non-conformance with these instructions in any bid received by the 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 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 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 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 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 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 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 Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act*.

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This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to the 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 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). The 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 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 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 Municipality of the proposed acquisition. The Canadian vendor agrees, at no cost to the Municipality and upon reasonable notification from the Municipality, to provide to the Municipality all the Municipality data in electronic format, and to completely purge all the 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 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 vendor's responsibility to monitor the 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 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

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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 successful Bidder so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby; the 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 expenses, 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.
- 4.24 The 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 the Municipality's staff
- 4.26 The Municipality does not maintain a vendors list. All no charge Request for Quotation or Tenders will be available for download from the Province of Nova Scotia website at <http://novascotia.ca/tenders/tenders/ns-tenders.aspx> . 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 not be eligible.
- 4.27 All purchases made by the Municipality are subject to the Halifax Regional Municipality Procurement Policy - Administrative Order 35. This document is available on the 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 Municipality. Lowest, or any bid, not necessarily accepted.

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- 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 Successful Bidder 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 Successful Bidders outside Canada shall provide Canada Customs Invoices with completed, acceptable shipment documentation to the Customs broker.
- 5.1.3 Unless otherwise stated, the Municipality shall pay to the Successful Bidder 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 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 Successful Bidder agrees to invoice in accordance with 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 Municipality material number
- 5.1.7 Invoice cannot accompany the shipments, must be sent by the vendor directly to or by electronic format

Halifax Regional Municipality  
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, Successful Bidder(s) must send payables information to [hmaplink@halifax.ca](mailto:hmaplink@halifax.ca)

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#### 5.2 Assignment

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

#### 5.3 Indemnification

The successful Bidder will hold harmless, indemnify and defend the City, its Officers, Officials, Employees, Agents and Volunteers from and against any claim or loss howsoever caused, including, actions, suits, liability, loss, expenses, damages and judgments of any nature, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the successful Bidder's acts or those of their subcontractor (s), supplier (s), licensee (s), anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable and for any of their errors or omissions in the performance of this Contract. The successful Bidder's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the City, its Officers, Officials, Employees, Agents or Volunteers.

With regard to any claim against the City, its Officers, Officials, Employees, Agents and Volunteers by any Employee of the successful Bidder's, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Bidder's or subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

The successful Bidder's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the successful Bidder's, their employees, agents or subcontractors.

Relative to acceptance of contracted property or work completed under contract by the Municipality, any property or work to be provided by the successful Bidder's under this Contract will remain at their risk until they are provided with written acceptance by the Municipality. The successful Bidder's will replace at their expense, all property or work damaged or destroyed by any cause whatsoever.

The successful Bidder's obligation under this Indemnification Section will survive the expiry or early termination of this Contract.

#### 5.4 Inspection

The 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 Municipality and fulfills the requirements as specified.

Upon request the bidder shall provide sample of the products within 3-5 working days for internal quality and suitability approval by the end users, prior to award. These will be shipped Fob destination freight prepaid -offloaded.

#### 5.5 Patent right and Royalties



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The successful bidder shall pay all royalties and patent license fees required for the performance of the work. The successful bidder shall hold the 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 Municipality may apply payments for work completed, services supplied and / or goods supplied, to any amount owing to the Municipality by the Successful Bidder or supplier including any related administration fees.

**5.7 Delivery**

Time is of the essence and the Successful Bidder 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 Successful Bidder to complete by the stated delivery date for reasons other than those beyond his control, will entitle the 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 Successful Bidder with all incremental costs involved.
- (c) Other remedy as specified in the Request for Quotation or Tender.

**5.8 Value of Goods/Work**

The Municipality makes no guarantee of the value or volume of goods or work to be assigned to the Successful Bidder. The Purchase Order is not an exclusive contract for the provision of the goods and/or services listed. The 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 Municipality reserves the right to suspend the application 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 Municipality reserves the right to remove Successful Bidders due to quality of work and / or service. Successful Bidders will be notified of any problems in writing from the Municipality Procurement and given the opportunity to respond. The Municipality can then determine if Successful Bidder should be prohibited from bidding on similar services. The Municipality shall be sole judge in this matter.

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- 5.12 The Municipality wishes to be a leader with respect to integration of sustainable and environmental procurement practices. The 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 Municipality;
  3. The 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 Municipality reserves the right to audit any environmental claims, certification, or statements made within the Successful Bidder's submission.
- 5.13 Successful Bidders 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, and Administration. These evaluations may be used for qualifications on future the Municipality Requests for Quotations or Tenders.

**6 Goods**

- 6.1 The Successful Bidder 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, where applicable. All controlled products supplied to the 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 Successful Bidders 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 Municipality will result in the deduction of the value of those penalties from the Successful Bidders invoice(s), so as the 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 Municipality, in its sole discretion, The Municipality is

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entitled to return such goods at the Successful Bidder's expense and the Successful Bidder shall credit the Municipality accordingly within fifteen (15) days of return of the goods.

- 6.4 Notwithstanding delivery of goods, title to the goods remains with the Successful Bidder until the Municipality has inspected and approved the goods or sixty (60) days has passed after delivery without the Municipality rejecting the goods.
- 6.5 The Successful Bidder 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 Successful Bidder 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 Municipality has made a particular purpose known to the Successful Bidder, in which event the goods are fit for that particular purpose as well.
- 6.7 The Successful Bidder 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 be certified so the intended use of the equipment in Canada by certified organization accredited to the *Standards Council of Canada Act*.
- 6.8 In the event of any breach of warranty at law or pursuant to the Purchase Order by the Successful Bidder, at any time during the one (1) year warranty period or manufacturer's warranty period, whichever is longer, the Successful Bidder shall, at the Municipality's option, repair or replace the goods with an equivalent or better product at no additional cost to the Municipality within fifteen (15) days of the 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 Municipality does not guarantee to buy any specific quantities or dollar value but reserves the right to exceed the quantities. The Municipality reserves the right to offer agreements to multiple Successful Bidders at its sole discretion.
- 7.2 The Municipality reserves the right to cancel an agreement within thirty (30) days written notice at their discretion with no penalty.
- 7.3 The Municipality reserves the right to extend this offer to other governmental boards, agencies or commissions to whom the 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.

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- 7.5 The 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. The Municipality does not pay pallet charges unless otherwise stated.
- 7.6 Any additional charges incurred by the 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 the 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 Municipality. The Municipality makes no guarantee of quantities to be purchased from standing offer agreements. The Municipality may add to or consolidate standing offers as the needs arise.
- 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 the 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 the 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. The Municipality will be the sole judge if the substitute shall be acceptable.
- 7.11 The Municipality reserves the right to return any goods that are deemed to be unsuitable or unsafe.
- 7.12 The 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 Municipality for use as and when required. Stock is not intended for immediate consumption, therefore the Municipality explicitly requests acknowledgment that all suppliers or manufacturer warranties and core

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return date restrictions or validity periods be based on the date of installation in the Municipality equipment or consumption by the Municipality end users.

**8 Services**

8.1 The Bidder 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 Bidder understands that the Municipality is relying upon this representation in issuing the Purchase Order

8.2 The Successful Bidder shall:

- (a) Perform all work in a good and workmanlike manner to the full satisfaction of the Municipality;
- (B) Comply with all applicable by-laws, policies, procedures, guidelines and rules of the 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 Successful Bidder shall provide a current clearance letter from the Workers Compensation Board and must maintain this coverage during the whole term of the contract. The Municipality will only enter into contracts with firms that provide WCB coverage. It will be the responsibility of the successful Bidder to ensure coverage is in place for their employees and/or their sub-contractors. Individuals not covered by WCB are not permitted on the Municipality property.

8.4 At any time prior to or during the term of the contract, when requested by the Municipality, the Successful Bidder 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 Successful Bidder's current standing falls into one of the following categories:

\*Certificate of Recognition

\*Audit Pending

\*In the Process

Where the Successful Bidder has not yet obtained a Certificate of Recognition, the Successful Bidder must submit a letter from the WCB endorsed firm indicating that the Successful Bidder 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 (i.e. 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 Municipality.

8.5 The Successful Bidder shall provide the project manager with timely updates. Work undertaken on a Time and Materials basis requires the

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Successful Bidder 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 nor partnership nor employer-employee relationship is intended nor created by the Purchase Order or Agreement.
- 8.7 Successful Bidder shall provide, upon request of the Municipality from time to time, staff knowledgeable about the delivery of the services for consultation with a representative or representatives of the Municipality. The Municipality shall provide, upon request of the Successful Bidder, a representative or representatives of the Municipality to consult with the Successful Bidder with respect to the services being delivered by the Successful Bidder pursuant to the Purchase Order.
- 8.8 The Successful Bidder authorizes the Municipality, its employees, representatives and agents to enter at all reasonable times, any premises used by the Successful Bidder 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 Municipality may terminate the Contract upon thirty (30) days notification in writing, and without any further liability, in the event the 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 has contravened any of the Service Provider's obligations hereunder.
- 8.10 The 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. Licensing and marketing rights to the developed product will not be granted in the contract.
- 8.11 The Successful Bidder shall provide supporting documentation that support personnel are certified. This includes bonded or security clearance of personnel working within the Municipality facilities to perform the required services of maintenance and support. The Municipality reserves the right to perform a security clearance check on all Successful Bidder and sub-contractor personnel working on the Municipality's property.
- 8.12 Every Successful Bidder 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's Health & Safety policy and all other safety measures as required by authorities having jurisdiction.

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- 8.13 The Successful Bidder shall take all necessary precautions to ensure the safety of the public and shall provide and maintain any required signage, barrier guards, etc. The Successful Bidder shall ensure the public does not come in contact with the project. The Successful Bidder shall not prevent or hinder the flow of traffic around the site. The bidder is responsible for these costs.
- 8.14 The Successful Bidder(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 Successful Bidder shall submit a copy of Successful Bidders safety plan for each project.
- 8.16 If requested at any time The Successful Bidder shall supply a current list of safety training obtained by their personnel. This list shall include course expiry
- 8.17 The Successful Bidder 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 the Municipality Contractor Safety Policy.
- 8.18 The Bidder acknowledges and agrees:
- a) That compliance with all health and safety and environmental legislation and any the Municipality policy or procedure applied to or applicable to this contract is a condition of the contract.
  - b) To permit the Municipality to audit or inspect the Bidder'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 Municipality in the following progressive steps:
    - (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 Municipality, be suspended or terminated and/or payment withheld by the Municipality.
    - (iv) If required to do so by legislation, the Municipality will immediately report the problem to the appropriate regulatory authority.
  - d) That, depending upon the nature and/or seriousness of the deficiency the 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 the Municipality Contractor Safety Policy and that they understand and undertake to adhere to the terms of this Policy and to co-operate with the Municipality in its efforts to ensure compliance thereunder.

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- 8.20 The Contractor shall ensure that their workers or subcontractors have security clearance, to work all the 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 the 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 Municipality.
- 8.22 Any and all sub-contractors associated with the contract shall be bound by the Municipality terms and conditions
- 8.23 The Municipality reserves the right to hold-back payments in compliance with the most recent version of Builders Lien Act of Nova Scotia.
- 8.24 Any equipment or materials removed from any the 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 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 licenses, approvals, permits and inspections required to perform the work. The 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 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 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 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 the Municipality Contract Supervisor. These permits and inspection records must be received and approved by the 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



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- 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 Municipality from any action under the Occupational Health and Safety Act
- 8.29 The Successful Bidder 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 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 the Municipality, the Successful Bidder will be required to provide General Liability Insurance in a form acceptable to the Municipality, with the Municipality named as additional insured. The amount of coverage will be \$2,000,000.
- If requested at any time by the Municipality, the Successful Bidder shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.
- If requested at any time by the Municipality, the Successful Bidder shall provide automobile liability insurance in respect to non-owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.