

#### Quotation Acceptance (Privilege Clause)

- 1) All Quotations become the property of East Hants once submitted.
- 2) Late Quotations will be rejected and will be returned unopened. Faxed Quotations will not be accepted. Emailed Quotations will not be accepted. Incomplete Quotations may be rejected.
- 3) Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may evaluate the Quotation.
- 4) This document and Request for Quotation process does not constitute a call for Tenders.
- 5) Bidders undertake any expenditure related to the submission of a Quotation at their own risk.
- 6) This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 7) East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Bidders. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 8) East Hants reserves the right to reject all or any Quotations, and to not accept the lowest Quotation. East Hants may accept any Quotation or any portion of any Quotation that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Quotations that, in its sole discretion, are not in the best interests of East Hants.
- 9) East Hants reserves the right to waive formality, informality or technicality in any Quotation. This includes the right to accept a Quotation that is not strictly compliant with the instructions in the Request for Quotations document.
- 10) East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
- 11) East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
- 12) In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Quotations.
- 13) East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 14) Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 15) The Bidder is responsible for all costs associated with preparing and submitting this Quotation. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Quotation.

- 16) It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Quotation and before the deadline for questions has passed.
- 17) East Hants may cancel the RFQ process at any time, for any reason, in its sole discretion. In the event that an RFQ process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Vendor or Bidder.
- 18) In providing a Quotation, the Bidder warrants that their Quotation is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Quotation is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Bidders must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award.
- 19) Bidders shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.
- 20) Bidders are advised that no commitment to purchase Goods or Services shall exist until the successful Bidder is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 21) This process and the procurement of Goods and Services, if any, resulting from this RFQ process will be subject to the [Atlantic Provinces Terms and Conditions, Goods and Services](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 22) East Hants does not bind itself to accept any quotation, but may accept any quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's quotation. East Hants may:
  - a) reject any or all of the quotations;
  - b) accept any quotation;
  - c) if only one quotation is received, choose to accept or reject it;
  - d) not to accept the lowest bid price; or
  - e) alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 23) Bidders are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFQ may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFQ process, including the evaluation of quotations. Bidders are further advised that East Hants may make public the names of any or all Bidders and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- 24) One or more of the following trade agreements may apply to this solicitation:
  - Atlantic Canada Procurement Agreement
  - Canada Agreement on Free Trade

- 25) In submitting a Quotation, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- 26) Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.