

REQUEST FOR PROPOSALS

Supply, Install, & Commission Conference Equipment,
Council Chambers
RFP50778

Release date: February 18, 2025

Proposals will be received up to
2:00:00 pm local Nova Scotia time on March 12, 2025

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

The Municipality of East Hants ("East Hants") wishes to replace the existing conference equipment used in their Council Chambers because the existing Shure equipment has gone end of life. Such new equipment (the "Equipment") will include delegate and chairperson microphone units, complete with voting buttons and request to speak capability, and the control systems, programming, and software necessary for the system to function.

BACKGROUND

East Hants engaged a consultant and determined that there were at least three manufacturers that could meet East Hants' needs. In order to ensure there were no other companies with Equipment sufficient to meet the requirements, East Hants ran a public competition (Request for Qualifications RFQ50755) inviting suppliers to provide an option if they had one. There were no additional submissions from other manufacturers.

The open competitive process included a process which was designed to evaluate all qualified manufacturers who met the minimum criteria, including the three manufacturers that were identified as nominally compliant. This was a two-part process which looked at a basic written element and required a demonstration. The intent of the demonstration was to ensure the potential users of the system were satisfied with the controls, equipment, and probable operation of the system.

The RFQ process was scored out of 100 points, with the intention to carry some portion of the points forward into this process. As the results of the evaluations were conclusive that any of the identified manufacturers could supply Equipment which meets the technical requirements and which would be otherwise be suitable for our needs, East Hants has assigned each manufacturer with full points as a result. East Hants sees no value in complicating this process by transferring those equivalent scores. However, East Hants may consider what they learned during the RFQ50755 process when considering the responses to this process.

For clarity, **Bosch, Televic, and Taiden**, through their Canadian representatives, submitted responses and provided demonstrations for compliant wired Equipment. It will be up to the Proponents of this RFP to reach out to the manufacturer's representatives to develop an Equipment list which meets the attached specification. While no system was excluded, each system has benefits and drawbacks inherent in them. We hope to see all manufacturers represented in the responses to this RFP.

REQUEST FOR PROPOSALS ("RFP")

The intent of this RFP process is to identify an installer to supply, install, and commission the Equipment. The installer selected through this process will supply Equipment which meets the specification (from one of the three prequalified manufacturers), install the Equipment, and then Commission the Equipment

East Hants requires new Equipment which meets the technical and functional requirements expressed in this RFP, which has a reasonable time left in the product's lifecycle, and which ideally addresses such issues East Hants may have with the current equipment and new needs which have come to light since the last replacement. The Equipment will need to work in the existing environment, described in Section D, the Requirements, in particular to be compatible with the existing camera system.

East Hants will not consider alternative manufacturers during this process.

The Equipment and expectations we have for the Proponent are described in the RFP Particulars (Appendix B) (the "Deliverables"). East Hants recognizes that different Proponents may approach the project differently, even within the same manufacturer. It is extremely important for the proponent to remain compliant to the requirements and clearly demonstrate in their proposal what they intent to supply.



1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902-883-6232
Email: procurement@easthants.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of East Hants, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent's proposal.

1.3 Type of Contract for Deliverables

East Hants will expect the successful Proponent to sign a service contract based on the Sample Agreement provided in Appendix D. The Proponent must, prior to the Submission Deadline, identify any clauses it finds unacceptable in the Sample Agreement.

In addition, East Hants may wish to enter into a Service Level Agreement with the successful Proponent for support, maintenance, and emergency support. Any such agreement must be compatible with the Sample Agreement and otherwise acceptable to East Hants. Include a copy of your sample agreement in your proposal. Where some services may need to be provided by the manufacturer, identify areas where East Hants will have to work with the Manufacturer directly.

1.4 RFP Timetable

Issue Date of RFP	February 18, 2025
Site Visit (only one site visit is planned)	February 25, 2025 10:00:00 AM local Nova Scotia time
Deadline for Questions	March 5, 2025 11:00:00 AM local Nova Scotia time
Deadline for Issuing Addenda	March 7, 2025 2:00:00 PM local Nova Scotia time*
Submission Deadline	March 12, 2025 2:00:00 PM local Nova Scotia time
Rectification Period	3 Business Days
Anticipated Notification to Proponents of Standing	Week of February 21, 2025
Supply, installation, and commissioning of Equipment	As soon as practical after award

Equipment in use can be reviewed by going to East Hants' Council YouTube channel at:

<https://www.youtube.com/@EastHantsNS>.

The RFP timetable is tentative only, and may be changed by East Hants at any time. * Proponent's should only submit their proposals after the Deadline for Issuing Addenda has passed.

1.4.1. SUBMISSION DEADLINE & SUBMISSION REQUIREMENTS

Proposals will be received up to Submission Deadline. Submissions must be by upload through the East Hants online procurement application.

Prospective proponents will go to <https://www.easthants.ca/procurement/>, select the applicable competition, and register using a valid email address. The online procurement application will generate an automatic email which will provide a link to the competition dashboard through which a bidder may download documents and submit responses.

The proponent is responsible for uploading and submitting all documents by closing time. The proponent must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and proponent releases East Hants from, any damage or loss of any kind whatsoever related to proponent's failure to submit documents by closing time for any reason.

Remember to sign the submission form. Electronic signatures are acceptable.

Once a Proposal has been submitted, it cannot be modified. The proponent must submit a new Proposal and then contact the RFP Contact as stated below to withdraw the Proposal which is no longer valid.

Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

1.4.2. DEADLINE FOR QUESTIONS

All questions or requests for additional information or clarifications regarding must be sent to the RFP Contact by email prior to the Deadline for Questions. East Hants may, but is not obligated to, answer questions received after the Deadline

East Hants will provide clarifications and additional information, if required, by way of Addenda.

Proponents are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a proponent chooses to act based on information received in any other way than an approved Addendum or communication, in writing, from the RFP Contact.

1.4.3. WITHDRAWING OR MODIFYING A PROPOSAL

Proposals can only be withdrawn by sending an email to the RFP Contact. The Proponent must provide the unique identifying number they received when submitting the Proposal to the online application in order to withdraw the Proposal.

The request to withdraw a Proposal may occur at any time, but certain competitions may contain bid security or other requirements which may impact a proponent's legal responsibilities once the competition has closed, so withdrawal of a Proposal, where possible, should occur prior to closing.

New or replacement Proposals must be submitted before the Submission Deadline.

[End of Part 1]



PART 2 - EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation

East Hants will conduct the evaluation of proposals in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix A)

Each proposal must include a Submission Form (Appendix A) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements

Parts list describing the components, including but not limited to the manufacturer's Equipment. While this does not need to be exhaustive, it should represent the major components the Proponent intends to supply. This list should include part numbers, quantities, and descriptions.

2.2.3 Advancement

Proponents must have met, in East Hants' sole opinion, the requirements of Stage I to advance to Stage II. This is a Pass or Fail criterion, subject to Rectification.

2.3 Stage II - Technical & Operational Evaluation

Stage II will consist of the following:

2.3.1 Mandatory Technical Requirements

East Hants will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix B) have been met.

The Proponent must be supplying Equipment from one the following manufacturers which meet or exceed the mandatory technical requirements.

- Bosch
- Taiden
- Televic

In addition, the Proponent must meet the training and certification requirements specified. If a Proponent cannot meet the requirements at the time of Submission, they must demonstrate how they will meet the requirement prior to the installation of the Equipment.

2.3.2. Rated Criteria

East Hants will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix B). After the completion of Stage III, all scores from Stage II and Stage III will be added together to determine the final scores.

2.3.3 Advancement

To advance to Stage III, Proponents must have:

- Met, in East Hants' sole opinion, the requirements of Stage II, part 2.3.1. This is a Pass or Fail criterion; and
- The Proponent must achieve a minimum score of <<#>> for Stage II, part 2.3.2., to advance to Stage III.

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with East Hants. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix D) are to form the basis for commencing negotiations between East Hants and the selected proponent. Negotiations may include requests by East Hants for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants may discontinue negotiations with the top-ranked proponent and may invite the next-

best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until East Hants elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]



PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

East Hants and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the applicable scope of Canada Free Trade Agreement (CFTA) and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.



3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix A), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix B). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent

procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

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

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

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

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

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

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

All information provided by or obtained from East Hants in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

Proponents 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 RFP may be subject to disclosure under FOIPOP. Proponents may identify any confidential information in their proposals 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. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process.

3.6.3 Non-binding Price Estimates

While the pricing information, if any, provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to manufacture Equipment in accordance with the requirements of the RFP.

4. Information

The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

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

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

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of East Hants within twelve (12) months prior to the Submission Deadline:



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and all proponents.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX B - RFP PARTICULARS

A. THE DELIVERABLES

The Municipality of the District of East Hants ("East Hants") wishes to replace its existing conference audio equipment in its Council Chambers, located in Elmsdale, Nova Scotia. The supplier selected through this procurement process will supply, install, and commission new conference equipment (the "Equipment").

A Shure DCS 6000 Digital Conference System with Q-SYS Core audio management and custom Crestron Camera control with streaming capabilities is currently installed in the East Hants Council chambers. As this system has now reached end-of-life it is the wish of East Hants to replace the conferencing portion of this system.

The current administration and control of the video components of the current system (streaming, camera control, etc.) have been deemed sufficient and it is East Hants' wish that, while upgrading the conference system, all current functions associated with the current Creston system be maintained and integrated with the new conference system. All custom programming will be made available by East Hants to the Contractor for review and modification to insure compatibility with this new system.

All voting and tabulation should conform to the current system layout in order to minimize training time for new and old staff as well as council member.

All four computers associated with the current Conference System as well as Video Streaming/Recording are reaching end-of-life and will be replaced and current software associated with the Crestron control portion of this system will be integrated.

To the extent possible, existing wiring (network and power) must be reused in the new installation.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

- The Municipality of East Hants has engaged Brad Fox of Fox Technologies to act as a technical consultant in this RFP. Mr. Fox will be responsible to confirm that a proposal meets the technical requirements and may participate in evaluation of proposals and demonstrations.
- East Hants completed a public prequalification process which resulted in confirmation that three manufacturers have the type of Equipment necessary to provide a reasonable replacement system.

The pre-conditions of award that apply to this RFP, if any, are set out below.

- Only Equipment from Taiden, Televic, or Bosch will meet the requirements of this RFP.

C. PROPOSAL REQUIREMENTS

C.1 MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below. East Hants have confirmed that each prequalified manufacturer has Equipment which conforms. It is up to the Contractor to work with the Manufacturers to develop a material list and implementation plan consistent with these requirements. In addition, the Contractor must meet the installer pre-requisites in order to be considered for award.

Regulatory Agencies/Permits

Equipment shall conform to all applicable Canadian Building and Electrical Codes, CSA, Underwriters Laboratories (U.L.) and ANSI.

Detailed Specifications

The specified system and related Equipment are considered mission-critical communications by East Hants. As such, the warranty period shall include unlimited telephone support, on-site service, and one annual maintenance visit as part of the base contract. These visits include a review with a designated representative, a complete function check, where detailed inspection takes note of any system deterioration, cleaning of air filters, surfaces, etc., perform firmware and/or software updates, configuration changes, and other maintenance tasks in accordance with a prescribed checklist as noted in the Avixa System design guide. While not all of these functions will be provided by the manufacturer, the manufacturer should ensure their local representatives can support the portions of this requirement which the manufacturer does not typically provide themselves.

Specifications are to be read in conjunction with the following drawings.

AV L - Room Layout
 AV 01 - Live Streaming Schematics
 AV 02 - Live Streaming Schematics

Warranty period shall be no less than 5 years from installation date.

SYSTEM GENERAL

Environmental

- Working conditions fixed/stationary/transportable Temperature range:
 -Transport: -40 °C to +70 °C
 -Operating: 0 °C to +45 °C
- Max. relative humidity: < 95% (not condensing)
- Safety: Compliant to EN 60065
- EMC emission: Compliant with EN 55022 EMC immunity: Compliant with EN 55024 EMC approvals: CE, FCC
- Power harmonics: Compliant with EN 61000-3-2 Voltage fluctuations and flicker: Compliant with EN 61000-3-3

Security

Support for HTTPS with minimum TLS 1.2 and ciphers supported by modern browsers (as of 2024)

Computers (Equipment must be compatible with)

Unit 1 - Warden - PC (Currently used for microphone control during meetings),
 Unit 2 - Clerk - PC for initiating and tabulation of voting, Council-voting used to run the Conference software and voting display,
 Unit 3 - Livestreaming- PC used for running Zoom for teleconferencing,
 Unit 4 - Main system controller - Used for system administration, database, and voting results display

Computers must meet manufacturers recommended spec for the software they will run. 6-year manufacturer warranty must be included. Touch screen or pointing devices are required. Unless the computer is built into or proprietary to the system, East Hants reserves the right to, after award, determine if they would prefer to provide these computers themselves; in such case, the Contractor will reduce their price by the equivalent value of these computers. East Hants will provide a computer which meets or exceed the requirements which the Contractor provides.

Acceptable Manufacturers - Dell, Lenovo

Fully Digital Conference System Main Controller (Discussion Voting)

- Mains power supply AC 100 V - 240 V 50/60 Hz

- 2 audio line in (Line/Dante) + 2 AES in (AES/Dante) + 2USB in (USB/Dante) +2 Dante in, or 1 audio line in (Line/Dante) + 1 microphone input + 2 AES in (AES/Dante)+ 2 USB in (USB/Dante) +2 Dante in, gain and EQ for each
- 26 discrete audio outputs, including:
 - Line 1-2 output: 31 band graphical EQ (preset three bandwidth for fast selection: narrow band, normal and wide band) + DRC (dynamic range compressor) + time delay (maximum delay time is 1 s)
 - AES 1-2 output: 31 band graphical EQ (preset three bandwidth for fast selection: narrow band, normal and wide band) + DRC (dynamic range compressor)
 - Group output 1-6: 15 band graphical EQ (preset three bandwidth for fast selection: narrow band, normal and wide band) + DRC (dynamic range compressor) + time delay (maximum delay time is 1 s)
 - USB 1-2 output: 8 band parameterized EQ + DRC (dynamic range compressor)
 - Dante 1-16 output: 8 band parameterized EQ + DRC (dynamic range compressor)
- Audio output LINE OUT 1: +20 dBu balanced Output impedance: <100 Ω LINE OUT 2: +20 dBu unbalanced Output impedance: <100 Ω
- Power output 2x160 W (8 Ω) 2x200 W (4 Ω)
- Output load >1 k Ω
- Control interface 9 PIN, D-type female head, connecting the central control system main unit.
- RJ45 Ethernet, connecting to PC
- Power consumption 20W maximum
- Load capacity 200W
- "Closed Loop - Daisy Chain" connection topology
- Front Panel LCD Display - displays the status and menu of the system
- Built-in multi-channel intercom facility
- Unit's parameters can be set through a web browser.
- Supports dual main unit hot spare.
- Users can set another CMU as a backup and connect it to the system.
- Supports 48 kHz audio sampling rate
- 64 channels with a frequency response of 20 Hz-20 kHz
- System power controllable by central control system
- Supporting "PnP" (plug and play)
- Quantity 1

Chairperson Unit

- Closed Loop - Daisy Chain connection topology for a high operational system reliability: breakdown or replacement of a congress unit and connection failure of a cable will not influence other congress units.
- Audio signals processed by high performance DSP
- Gain and EQ (5 band) of each microphone
- Transmits up to 64 CHs high quality digital audio signals on a dedicated 8-pin cable (general cat5e cable with a drain wire substitutable)
- Supports 48 kHz audio sampling on all 64 channels
- Intuitive language list and volume control for quick channel switching and volume adjustment on screen
- Integrated high-pass filter
- Automatic system recovery and "PnP" (plug and play)
- Internal loudspeaker mutes automatically when microphone is active
- Microphone On/Off button
- Minimum of 2 (two) voting keys
- Internal Control independent of computer:
 - Set the number of delegates permitted to speak at the same time
 - Speak mode: Open/Override/Voice/Request/PTT
 - Open mode, microphone On/Off button with request-to-speak registration (AUTO)
 - Override mode, microphone On/Off button control with override of active microphones (FIFO)

- Voice mode, acoustic active sensitivity, and automatic switch-off time adjustable continuously, built-in flash-on technology, immediate microphone activation on speaking
- Request mode, delegate requests to speak by pressing microphone On/Off button, delegate only speaks when operator or chairman approved his application
- PTT mode, press microphone On/Off button to talk
- Multifunction voting function can be implemented in combination with the corresponding software.
- Braille is present for all physical buttons
- Touch screen for displaying:
 - Speaking list, timing speaking information, delegate information
 - Sign-in and voting information
 - Language channel and earphone volume adjustment
 - Screen brightness, system language and unit information
 - Request to Speak in queue
 - Visual reporting of voting results
- Built-in channel selector with channel selection function
- Uni-directional electret condenser microphone with bi-color illuminated ring
- Headphones volume control
- Minimum of 2 (two) voting keys
- Microphone On/Off button with indicator
- Automatic video tracking implementation when cooperating with cameras & video switcher unit; preset positions on PC
- Activation at any time (if the number of active microphones in the system is less than 8)
- Priority button to switch off or to mute delegate units (except VIP units) according to preset.
- Approves/denies delegates' speaking request.
- Priority button
- Quantity 3 - Includes Spare

Delegate Councillor Unit(s)

- See Chairman Unit for feature set excluding Chair Master control
- Fully Digital Congress System Delegate Unit (tabletop, discussion, minimum 2 voting keys, 64 CH
- touch screen, braille
- Earphone load $\geq 16 \Omega$
- Earphone volume 10 mW
- Earphone output $\varnothing 3.5$ mm stereo jack
- Max. power consumption 3.6 W
- Connection 8P-DIN dedicated cable with buckle
- Quantity 15 - Includes Spares

Staff/Visiting (Non-Voting) Unit(s)

- Compliant to ISO 22259
- Closed Loop - Daisy Chain connection topology for a high operational system reliability: breakdown or replacement of a congress unit and connection failure of a cable will not influence other congress units
- Audio signals processed by high performance DSP
- Gain and EQ (5 band) of each microphone
- Supporting 48 kHz audio sampling rate
- Integrated high-pass filter (low-cut switch)
- Automatic system recovery and "PnP" (plug and play)
- Internal loudspeaker, minimal feedback, mutes automatically when microphone is active
- Microphone On/Off button
- Braille is present for physical button
- Headphones volume control
- Microphone On/Off button with indicator

- Quantity 12 - Includes Spares

Gooseneck Microphone

- 50 cm (may include connector)
- Dual-flex gooseneck arm
- Broadcast quality microphone
- Bi-color illuminated ring and lockable windscreen
- Frequency response 50 Hz to 20 kHz
- Sensitivity-46 dB @680Ω (0dB=1V/Pa)
- Input impedance 2 kOhm
- Directivity 0°/180° ≥20 dB (1 kHz)
- Quantity 30

Audio I/O Expander

- 8 channels analog audio inputs & outputs
- Web page control function, parameters can be set through web browser
- Transmits multi analog audio channels to the interpretation channels of the Congress System
- All inputs can be mixed with arbitrary ratio, and outputted to any channel
- Converts the digital audio signals of the Congress System to multi-channel analog audio signals, for further processing in infrared simultaneous interpretation systems or recording devices
- Detailed parameters can be set through web browser
- Works as audio input device
 - Set audio source
 - Adjust input gain or set it mute
 - Display input level in real-time
 - Open phantom power for microphone
 - Set input SI channel
 - 5 band Parameterized EQ + DRC (dynamic range compressor)
 - Supports for configuration scene saving, calling and switching
- Functions as an audio output device
 - Display audio source
 - Adjust output gain
 - Display output level in real-time
 - Set output SI channel
 - 5 band Parameterized EQ + DRC (dynamic range compressor)
 - Supports for configuration scene saving, calling and switching
- Configurable as Sync/Not sync power on/off with Congress Main Unit
- Quantity 1

System Extension

- Fully Digital Congress System Extension Main Unit (with 2 single-mode optical fiber interfaces
- 5 congress unit outlets) Connectable to multi channel audio input or output devices for versatile expansion of system
- Quantity 1

System Wiring

- As Required to implement a fully Operational System
- To Integrate with existing.

Minimum System Control/Software Required

- System Management
- Venue Design
- Microphone Management



- Voting Management (Including Delegate, Voting
- Conference Control

Licensing

- Provide separate details for all system modules.
- Provide separate details for any additional system licenses.
- Provide details on any licenses requiring renewal and all associated annual fees for same

C.2 DEMOLITION AND SYSTEM SET UP

Without limiting requirements which follow, the Contractor is responsible to:

- Remove any equipment, wiring, and software which is to be replaced and provide the removed equipment to East Hants;
- Dispose of debris, including cardboard and construction debris, at the East Hants Waste management Centre in Georgefield, NS. The Contractor is to properly separate materials for disposal as specified in By-Law 10-400.
- Supply and install new Equipment, wiring, and hardware. Dispose of packaging at the East Hants Waste management Centre in Georgefield, NS. The Contractor is to properly separate materials for disposal as specified in By-Law 10-400.
- Reinstall any areas damaged by their operations.
- Complete any programming or set up necessary for the new Equipment to meet the requirements.
- Commission and test the system.
- Train staff on the use of the system.

C.3 INSTALLER CERTIFICATION

Installer must:

- Have and be skilled in the use of all the necessary test equipment for verifying that the performance of the system is in compliance with system design goals.
- Have a service facility within the boundaries of the Province of Nova Scotia or provide written assurance of the Contractor's ability to respond to technical issues (degraded service - described as a loss of some system function but conference/voting capabilities are intact) within twenty-four (24) hours and emergency technical issues (System outage) within one (1) hour.
- Have service and programming technicians who have been factory trained and certified in the Equipment being provided. Written documentation attesting to these certifications are to be supplied with the RFP response. If such certifications are in process, the Contractor must provide confirmation the certifications have been obtained at least two weeks prior to the commencement of installation; if the Contractor cannot be compliant, East Hants may cancel award and move to the next highest-rated compliant proposal, even if that proposal is from another manufacturer of Equipment.

C.3 DELIVERY AND TIMELINESS

Consequences of Delay: If the manufacturer fails to deliver the products by the agreed delivery date, the Contractor may be held liable for any costs, damages, or losses incurred by East Hants as a result of such delay. East Hants reserves the right to seek any available remedies for such delays, including but not limited to, seeking damages or terminating the Agreement for cause.

Notwithstanding the above, the manufacturer and the Contractor shall not be liable for delays caused by force majeure events as defined in this Agreement, provided that the Contractor promptly notifies East Hants and takes all reasonable measures to mitigate the effects of such force majeure events.

C.4 DESIGN REVIEW AND SUBMISSIONS

The Contractor shall prepare a submission for review by the Consultant and Owner prior to beginning fabrication. The submission shall show evidence that a cross functional design review has been performed, including calculations to conform the performance of the system that will be installed, and including a signed affidavit from the project



manager with CTS-D qualifications. Approval of shop drawings does not relieve the Contractor of meeting the specifications in product, performance, and practices. The submission shall be delivered in digital format and shall also include:

- Plain-language functional narrative
- A complete set of engineering drawings, as required, prepared in CAD, including but not limited to AV flow, control flow, panel/user interface layouts with button by button script and/ or "Programmers Design Kit" (control system specification), rack elevations, wiring details, conduit details, I/O and user interface plates, and reflected ceiling plans, AV layouts, and elevations as required to clearly show the system in an unambiguous manner such that it may be reviewed, fabricated, installed, and calibrated.
- Control panel layouts, when not defined by the client, must conform to the Avixa's Touch Panel User recommendations.
- List of major items of equipment being provided.
- Function list (i.e., playback of presentation of computer video and audio, etc.).

C.5 SYSTEM TRAINING

The Contractor will provide criteria-based training of designated operators. Which would include, in conjunction with written instructions, a formal presentation with PowerPoint handouts. The Contractor will ensure that each "system operator" specified by East Hants can demonstrate a basic proficiency in using the system in all of its designed functionality; successfully trained operators will be issued certificates by a qualified instructor (CTS-D) certifying that the individuals were successfully trained.

C.6 DOCUMENTATION

One digital set of as built drawings, operator instructions, and training materials shall be delivered before training and acceptance. Documentation also shall include the data files for drawings, system operator instructions, equipment user manuals and peripherals, usernames and passwords, DSP files, and control system files including uncompiled source codes and touch panel layouts on USB Drive. This will include documentation for any customizations provided by the installer.

D. RATED CRITERIA

The proponent is to submit a proposal which addresses the criteria described in this section. It is important that the proponent clearly demonstrate how they will approach this project, touching on the Requirements from Section C and discussing examples where they have completed similar installations, preferably using the Equipment they are suggesting.

East Hants is aware there are different ways to achieve the required outcomes, even if different Contractors are using Equipment from the same manufacturer. If a Contractor has different ways to achieve the same results which will result in different costs or if they wish to respond using more than one manufacturer's Equipment, they may submit multiple proposals. Each alternate proposal must be complete and each proposal will be evaluated on its own merits.

Through the evaluation process thus far, East Hants identified the following attributes which would make the new Equipment more user friendly and the adoption of new Equipment potentially simpler for staff and Council. While not mandatory, East Hants will consider these attributes when reviewing the proposals.

- Fewest clicks to start a meeting
- Fewest clicks to start voting
- Synoptic view for microphone control and request to speak list must be visible simultaneously
- Simplicity/robustness of infrastructure
- In person training
- Usage and trouble-shooting documentation that can be used in the moment by support who may not be intimately familiar with the system.
- Backward compatibility (newer equipment will work with manufacturer's older hardware such as delegate units)

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Stage I (Pass or Fail)	N/A	Pass
D.2 Stage II, Section 2.3.1. (Pass or Fail)	N/A	Pass
D.3 Stage II, Section 2.3.2.	60 points	N/A
D.4 Stage III, Price	40 points	N/A
Stage IV (sum of D.3 + D.4)	100 points	75 points

D.1 Stage I

- Completed Appendix A form, properly signed.

D.2 Stage II, Section 2.3.1 Compliance

- Equipment offered is Bosch, Taiden, or Televic.

D.3 Stage II, Section 2.3.2

The proposal should contain information on the following topics (in bold), the content and sufficiency of which will be subject to evaluation; the failure to address a topic may lose the proponent points in their evaluation:

Overview of the Equipment: This is Equipment the manufacturer would recommend to meet our needs, including list of Equipment, part numbers for each component part, and any pre-requisites necessary to make the Equipment work in our environment.

- Given there were three comparable options, why was the manufacturer's product selected?

Technical data sheets for the product being offered. Do not provide generic links or technical sheets or, if you have no choice, make it clear what is and what is not being included in the Equipment solution. It is imperative East Hants understand what would be provided.

Discussion of the following:

- Service:**
 - The Contract is expected to include any services which are necessary to the smooth operation of the Equipment, including service, support, and warranty, for a minimum of five years. Describe what is included in this coverage.
 - Verify that Service and programming technicians are factory trained and certified in all Equipment to be provided and installed by the proponent.
 - Verify your service technicians will respond to Service Calls within the performance requirements set out in the Deliverables section.
 - Describe the availability of parts and factory support to local affiliates such as yourself.
 - Describe how service, support, and warranty coverage is accessed (telephone, online support) and escalation measures when a problem cannot be resolved on the first call.

- Discuss the role of the manufacturer's representatives with respect to service and accessing warranty.
- Describe the duration of warranty and support if more than five years.
- Describe how you deal with a situation where a system goes out of support and your client has a hardware or software issue. Does this require a full system replacement? Does the system you provide typically allow for replacement of the control component only (e.g. backward compatibility with other components)?
- **Installation:**
 - Provide an overview of how you will manage this project.
 - Discuss the role of the manufacturer, if any, in the installation.
 - Discuss installation, programming, system set up, commissioning, testing, verification, trouble-shooting.
 - Provide a rough schedule of the work, including expected lead-time of Equipment, installation duration, commissioning duration, training duration, and completion of all services.
 - Discuss training and the role, if any, of the manufacturer's representative. How will training be provided (virtual, in person).
 - Discuss the training manual. What will this look like? What will be included?
- **References:**
 - Provide a minimum of **two current references** where the proponent has completed a similar installation, preferably examples in Nova Scotia or, failing that, Canada. Ideally, examples will reflect the Equipment being offered, but that is not mandatory.
 - East Hants may not be used as reference; however East Hants may consider their own experience in dealing with the proponent when evaluating the proposals.
 - Include name, company, phone number and email address for each reference. Please verify your references will be available within one week of the closing date in case should we choose to contact them.
- **Additional Services**
 - Some manufacturers provide software update services and enhanced manufacturer support in addition to what the Contractor will provide. Any included services will have been described in section D.3 "Service".
 - However, if there are additional services which are recommended or necessary to the smooth operation of the Equipment, like software updates, but are not included in the basic services, describe these and carry a lump sum to the Price Form for these services.
 - The expectation is that these additional services would be priced out to include a total of 5 years of coverage, though East Hants reserves the option to buy additional coverage at their discretion.



APPENDIX C - PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth **40** points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest Total Price} \div \text{proponent's Total Price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

The proponent will provide a Lump Sum Price to complete the entire scope of work described in this RFP to supply, install, and commission conference equipment.

Lump Sum Price: \$ _____ + HST

Provide an annual Price to provide any Additional Services:

Lump Sum Price: \$ _____ + HST

East Hants will add each Lump Sum price together to determine the Total Price before HST.



APPENDIX D - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>>, 2025 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

-and-

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

BACKGROUND

East Hants wishes to retain the Contractor to supply, install, and commission new conference equipment (the "Equipment"), more fully explained in Section 2, Services Description (the "Services").

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

DEFINED TERMS

- 1 **Services** means the services supplied by the Contractor as specified within this Agreement.
- 2 **East Hants Representative** means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this Agreement.
- 3 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.

CONTRACT DOCUMENTS

- 4 This Agreement consists of the following documents: (NTD: These are the documents that define the Agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
 - a. This Agreement;
 - b. Section 2, Services Description;
 - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - d. <<insert additional documents as applicable>>.

INTENT

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services. This Agreement is a **lump sum** Agreement whereby the Supplier agrees to provide the Services for the stipulated PAYMENT, subject to the CHANGE provisions of the Agreement.
- 6 East Hants expects that any Contractor capable to perform the Services will perform the Services in a manner consistent with the degree of care, skill, and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances. East Hants expects the Contractor to act with good faith and in the interests of East Hants.

- 7 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.

TERM

- 8 This Agreement shall commence on the Effective Date and shall end:
- a. Full completion of the Services to the satisfaction of East Hants; or
 - b. Termination in accordance with the terms of this Agreement.

PAYMENT

- 9 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 10 In addition:
- a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
 - b. All invoices submitted by email must be sent to vendors@easthants.ca. Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment. Include the name of the East Hants Representative on the invoice.
 - c. Invoices must be submitted in accordance with the schedule established by East Hants at the beginning of the contract, typically monthly, and must be supported in such detail as East Hants may request. East Hants may reserve a minimum of ten percent of the value of the Agreement until all documentation, training, and training aids have been delivered and accepted by East Hants.
 - d. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
 - e. East Hants may reject an invoice on the basis that the Services it refers to were not performed in accordance with the requirements of the Agreement. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in East Hants' sole opinion, East Hants may terminate the Agreement.
 - f. No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.
 - g. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - h. No payment made by East Hants under this Agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.
 - i. All expenses and disbursements are considered to be included in the total cost unless authorized, in writing, by East Hants to be reimbursed separately. Disbursements and expenses so authorized shall be reimbursed to the Contractor at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.

- j. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
- k. In the event the Agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination. Upon payment for services completed in accordance with this Agreement to the date of termination, the Contractor will have no further claim against East Hants for any damages related to termination of this Agreement.
- l. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement, whether or not they may qualify for reimbursement. The Contractor is responsible to maintain a thorough cumulative record of all costs, fees, expenses and disbursements over the term of the Contract. The Contractor must provide East Hants with an electronic copy of such record upon request.

INDEPENDENT STATUS

- 11 The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- 12 The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- 13 The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

PERSONNEL

- 14 The Contractor is advised that East Hants expects personnel having the skills, training, and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have similar skills, training, and qualifications as the personnel being replaced and they must be acceptable to East Hants.
- 15 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this Agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or revocations, or demonstrated incompetence may be cause to have an employee removed.

SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the Agreement and additional conditions may apply."

- 16 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Agreement.
- 17 If the Contractor finds that a subcontractor named in this Agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:



- a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 18 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this Agreement.

CONFIDENTIALITY

- 19 In the course of discharging its duties under this Agreement, the Contractor, its subcontractors, its agents, and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 20 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants.
- 21 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information. All Confidential Information in the possession of the Contractor must be destroyed or returned to East Hants upon Termination of the contract.
- 22 The use and disclosure of the confidential information shall not apply to information which
- a. Was known to the Contractor before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Contractor; or
 - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.
- 24 The Consultant shall utilize reasonable precautions, including administrative, physical, and technical safeguards, to protect the information and data associated with the Services from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security. The Contractor shall not disclose such information and data associated with the Services to any third party except where required by law.

INFORMATION COLLECTED

- 25 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and

- b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

INDEMNIFICATION

- 26 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this Agreement, and shall survive this Agreement.

INSURANCE

- 27 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 28 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
 - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
 - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 29 Contractor must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage.
- 30 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation and the automobile insurance must provide for 15 days' written notice of cancellation. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 31 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the Agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 32 In addition:
 - a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
 - b. In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is applicable to the services they will provide and which is acceptable to East Hants, including, at minimum, Commercial General Liability insurance.

- c. Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
- d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the Agreement;
- e. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
- f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
- g. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

ISSUE REPORTING

- 33 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 34 The Contractor will report any issues to the East Hants Representative with respect to the performance of the Services, the condition where the Services are performed, or that have been communicated to them by the third parties. The frequency of reporting will be determined by the relative urgency of the issue:
 - a. Emergency or condition-related issues affecting the condition of premises, affecting safety or security, or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone. Where East Hants has in place an agreement with a third party to supply after-hours assistance, the Contractor or their representative shall contact the third-party Service provider in accordance with the terms of that agreement;
 - b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
 - c. Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
 - d. The Contractor must be prepared to periodically review and discuss the status of issues.

REGULATIONS

- 35 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the Agreement.

TAXES

- 36 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

WORKERS' COMPENSATION

- 37 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.

CONFLICT OF INTEREST

- 38 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this Agreement, must be identified.

PRIORITY

- 39 The Services and infrastructure affected by this Agreement are critical to the operation of East Hants. The Contractor understands that the requirements under this Agreement will take priority over other contracts the Contractor may have, if and when a conflict around timing and resources were to occur.

PERFORMANCE

- 40 If any part of the Services is found to be deficient or not in accordance with the terms of this Agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the Agreement; or
 - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the Agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
 - d. East Hants may terminate the Agreement in accordance with the Termination clauses herein.
- 41 East Hants shall be the sole judge of the performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the direct recipients of the Services or using third party evaluation tools;
 - b. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services; and
 - c. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct, or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants.

CHANGES TO SERVICES

- 42 If instructions provided by East Hants are interpreted by the Supplier as increasing or decreasing the scope of the Services, they must inform East Hants of this opinion, in writing, prior to acting on these

- instructions. If such instructions will result in a change to the contract value or schedule, a Change Order must be approved by East Hants prior to the change taking effect.
- 43 Any change in scope that affects the cost of the Services or the schedule must be approved by East Hants in writing; changes which are not approved by East Hants, in writing, may not be compensated.
- 44 To effect a Change Order, the Supplier must provide, at minimum, the following:
- a. A description of the change in Services as a result of the instructions;
 - b. The reason for the change;
 - c. The impact, if any, on the Schedule;
 - d. The amount, exclusive of HST, by which the cost will either be increased or decreased; and
 - e. A summary of the activities and costs which make up the amount of increase or decrease.
- 45 East Hants may, at its sole discretion, discontinue all or a portion of the Services by providing the Contractor with 30 days' written notice of such discontinuation.
- a. The Contractor will only invoice for Services up until the point they were discontinued, but may include any reasonable direct costs provided they are specific to the discontinued Services and cannot be off-set through material credits, use elsewhere in the contract, or through use in other contracts.
 - b. Once notified that a Service will be discontinued, the Contractor must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.
- 46 East Hants wishes the Contractor to be efficient in the way the Services are performed and recognizes that the activities specified in the requirements may not always reflect the most efficient way of completing the Services. In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable requirements with the following to apply:
- a. Where possible, increases or decreases in the time associated with one activity may be offset by an increase or decrease in another activity at the same location, though never to the detriment of the quality of the Services at that location or any other;
 - b. Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the Agreement;
 - c. If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;
- 47 East Hants recognizes that there may be instances where the Contractor cannot perform all of the activities in a location in a given instance of performing the Services. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed, and then to complete the activities as soon as possible, except where:
- a. The Services cannot be completed because of an issue originating with East Hants or one of their tenants. The Contractor must make reasonable effort to work around the issue and then inform the

East Hants Representative or their designate of the issue preventing the activity. The Contractor will complete the activity once the issue is resolved.

- b. The reason the activity cannot be completed is within the Contractor's control and the activity is, in East Hants' sole discretion, critical. In the event the activity is identified as critical, the Contractor must complete the activity as soon as possible and no later than on the next business day. East Hants may, at their sole discretion, defer the performance of an activity to the next scheduled date if the activity is not critical.
- c. The inability of the Contractor to complete an activity in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this Agreement.

CONSUMABLES AND EQUIPMENT

- 48 The Contractor will supply and install all Equipment and parts necessary to make a complete system, including, without limitation, connectors, cables and wires, component parts, software, labelling, and consumables, as part of the Services. This includes the activities of ordering, managing inventory, unpacking, as required. The Contractor is also responsible for all costs relating to the procurement, warehousing, handling, and the supply of such Equipment and parts prior to and during installation.

RESPONSIBILITY FOR DAMAGE

- 49 The Contractor shall, at their sole expense, repair and restore to its original condition any material or surface damaged by their operations.

MAINTAINING SECURITY

- 51 The Contractor may be provided with keys, access cards, or security codes as necessary to perform the Services and which will be unique to the Contractor. The Contractor and their employees must take reasonable safeguards to ensure keys, access cards and security codes are kept safe. In the event the Contractor or an employee loses a key or access card or discloses a security code, the Contractor must immediately inform East Hants so that corrective action may be taken. The Contractor may be held responsible for the consequences of lost or stolen keys, access cards or security codes.
- 52 Without limiting the foregoing, the Contractor will be responsible for any costs associated with lost or stolen keys, access cards and security codes. The cost to replace a key, access card, or to reprogram a security code will be billed to the Contractor at a rate of \$100.00 per instance.
- 53 The Contractor must ensure that security alarms, where applicable, are enabled after each instance when the Services are completed. In addition, the Contractor must take reasonable precautions to secure any location when the employee performing the Services must temporarily leave the location unattended, up to and including setting the alarm.
- 54 The Contractor will be responsible to report any false alarms to the appropriate Alarm Reporting Station immediately and to East Hants no later than the following business day. If East Hants is invoiced for a false alarm as a result of the actions, or inaction, of the Contractor or their employee, the Contractor must reimburse East Hants for the related cost.

SAFETY

- 55 Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:



- Perform a hazard assessment;
- Remove or mitigate all known hazards;
- Post any required warning signs or install any necessary guards or barriers;
- Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
- Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
- Design and provide traffic control, if required; and
- Identify and remove any other potential hazards which might result in damage or harm to public property or individuals.

56 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.

57 Failure to consistently use appropriate personal protective equipment (PPE) in the performance of this work may result in Termination of the Agreement for these Services. This may include, depending on the Services, safety footwear, protective eyewear, hearing protection, and high visibility clothing.

TERMINATION

58 East Hants may terminate this Agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.

59 Notwithstanding the above, East Hants may terminate this Agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.

60 East Hants may terminate this Agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.

61 East Hants reserves the right to terminate this Agreement if the Contractor fails to act in accordance with their safety protocols or where, in East Hants' sole opinion, there have been an unreasonable number of safety violations, near misses, or orders/corrective actions issued to the Contractor by government officials.

62 East Hants reserves the right to terminate this Agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.

63 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

64 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

ASSIGNMENT

- 65 The Contractor may not transfer or assign this Agreement without the express prior written permission of East Hants. Assignments or transfers which are attempted to be made to this Agreement without such permission will be void.

ENTIRE AGREEMENT

- 66 The Agreement, together with the Exhibits, Schedules, and Contract Documents, form the complete Agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This Agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific Agreement.

INTERPRETATION

- 67 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the Agreement. Any numbers or changes of gender will be interpreted in context.

NOTIFICATION

- 68 Any notifications of a general nature related to this Agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

- 69 The Notifications shall be addressed as follows:

- a. By mail, in person or courier to East Hants:

Municipality of East Hants
RFP50778 - Conference Equipment, Council Chambers
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: <<Title>>

- b. By email to East Hants:

Email: tgignac@easthant.ca
Cc: procurement@easthants.ca

- c. By mail to the Contractor:

<<Company Name>>
Conference Equipment, Council Chambers
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Email: <<email address>>

GOVERNING LAW

- 70 The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

ENUREMENT

- 71 This Agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

SEVERABILITY

- 72 If a provision of this Agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

WAIVER

- 74 Any failure by East Hants to enforce or require the strict compliance and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of East Hants to enforce same and/or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

SIGNED hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

