

INFORMAL COMPETITION TERMS & CONDITIONS

These Terms & Conditions are meant to apply to any invitation-only requests (“Competition”) to a vendor “Supplier”) for pricing and related information (“Responses”), with respect to the potential purchase of goods, services, or construction.

- 1) This Competition does not constitute a call for Tenders. This Competition will not give rise to any Contract A-based tendering law duties or legal obligations.
- 2) This Competition neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a Response or Responses.
- 3) All Responses from Suppliers become the property of East Hants once submitted.
- 4) If a deadline is provided for Responses, late Responses will be rejected and will not be returned. Only those Responses submitted in accordance with East Hants’ instructions will be accepted.
- 5) Any Response that does not include all of the information required in this Competition may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a Response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 6) Suppliers undertake any expenditure related to the submission of a Response at their own risk. The Supplier is responsible for all costs associated with preparing and submitting their Response. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Response.
- 7) East Hants may include evaluation criteria within this Competition to be used as a guideline for Suppliers. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Responses received and the needs of East Hants.
- 8) East Hants does not bind itself to accept any Response, but may accept any Response, in whole or in part, or discuss with any Supplier different or additional terms to those described in this Competition or in such Supplier’s Response. East Hants may:
 - a) reject any or all of the Responses;
 - b) accept any Response;
 - c) if only one Response is received, choose to accept or reject it;
 - d) choose not to accept the lowest bid price;
 - e) alter the schedule, Competition process, or any other aspect of the Competition, as it may determine in its sole and absolute discretion.
- 9) Without limiting the preceding in any way, East Hants may accept any Response or any portion of any Response that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Responses that, in its sole discretion, are not in the best interests of East Hants.
- 10) East Hants reserves the right to waive formality, informality or technicality in any Response. This includes the right to accept a Response that is not compliant with the instructions in the Competition instructions.
- 11) East Hants reserves the right to amend this Competition at any time before the Competition’s closing date and will issue an addendum in the event of a change.
- 12) East Hants reserves the right to negotiate, after the Competition’s deadline for Responses, with any Supplier and to finalize service arrangements in the best interests of East Hants.
- 13) In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the Responses to the Competition.
- 14) East Hants reserves the right to interpret any and all aspects of this Competition as may be most favourable to East Hants.
- 15) Should a Supplier find any discrepancies, errors, or omissions in this Competition or related documents, or if a Supplier is unsure as to the meaning of anything with respect to this Competition, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to any Suppliers they have invited to the Competition, in an addendum. The Supplier is solely responsible to pass on any information related to an invitation to a Competition to any subcontractors they may engage to prepare a Response.
- 16) It is the responsibility of the Supplier to be sure they understand the requirements prior to submitting a Response. Insurance requirements, if any, should be reviewed by the Supplier’s insurer.

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- 17) East Hants may cancel the Competition at any time, for any reason, in its sole discretion. In the event that a Competition is cancelled, East Hants will not pay any costs, damages, or claims of any type to any Supplier.
- 18) Suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this Competition and any Response which features a subcontractor who is disqualified from bidding may also be rejected.
- 19) In providing a Response, the Supplier warrants that their Response is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Response is to be provided may discuss the subject matter of a Competition with any East Hants' staff member, Councilor, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Supplier extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
- 20) Suppliers must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the Competition, including the influence of award. East Hants may disqualify a Supplier, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Supplier has engaged in any conduct prohibited by this Competition.
- 21) Suppliers shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Supplier or their servants in the preparation of their Response and/or in the course of delivering the subject matter of this Competition.
- 22) Suppliers are advised that no commitment to purchase shall exist until the successful Supplier is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 23) The procurement, if any, resulting from this Competition will require an agreement between the parties. Unless otherwise agreed to in writing by East Hants, the terms and conditions included with this request shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in by the Supplier in writing as part of their Response. In the absence of such objections, East Hants will assume that the Supplier accepts such terms. The extent to which a Supplier accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Responses. Any Response may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 24) Suppliers 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 Competition may be subject to disclosure under FOIPOP. Suppliers may identify any confidential information in their Responses 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. Suppliers are advised that their Responses will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the Competition, including the evaluation of Responses. If a Supplier has any questions about the collection and use of information pursuant to this Competition, questions are to be submitted to the Procurement Officer at procurement@easthants.ca.
- 25) In submitting a Response, the Supplier has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. In addition, the Supplier confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Supplier shall have any claim for compensation of any kind whatsoever as a result of participating in this Competition and by submitting a Response each Supplier shall be deemed to have agreed that it has no claim.
- 26) Submitting a Response shall be deemed proof that the Supplier was aware of and understood the requirements, the terms and conditions, and all other provisions of the Competition. East Hants will not be liable for claims made by a Supplier that they were uninformed or unaware of the requirements, terms or conditions of this Competition.