

REQUEST FOR QUOTES FOR

RDV2017 Tall Ships Regatta Halifax Portable Toilets & Showers

For Waterfront Development

Request for Quotes Number: WDPP0517
Date Issued: 6 May 2017
Submission Deadline: 29 May 2017 at 3:00pm
local time



Waterfront Development



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation

This Request for Quotation (the “RFQ”) issued by Waterfront Development is an invitation to prospective bidders to submit bids for the provision of **RDV2017 Tall Ships Regatta Halifax Portable Toilets & Showers** as further described in the RFQ Particulars ([Appendix D](#)) (the “Deliverables”).

Waterfront Development is soliciting bids from suppliers to provide portable toilet and shower services for the RDV2017 Tall Ships Regatta (“RDV2017”) event on the Halifax and Dartmouth waterfronts (including George’s Island and McNabs Island). There is a combination of portable toilets with and without flushing capabilities and portable shower facilities with electricity. RDV2017 takes place in Halifax and Dartmouth from July 29th through August 1st, with the portable toilets and showers being required from July 27th through August 1st.

About Waterfront Development

Waterfront Development is a Nova Scotia crown corporation that contributes to economic growth by developing key waterfront properties in Nova Scotia to maximize their economic impact. We acquire strategically important waterfront properties and plan, develop, program and manage this land in partnership with private businesses and public sector partners. The revenue generated through these partnerships is reinvested in waterfront infrastructure for the public and to create new platforms for business that support high potential sectors in our economy.

This development expertise is applied to the redevelopment and revitalization of lands surrounding Halifax Harbour and any other lands designated by its shareholder, the Province of Nova Scotia. The work is focused on building public infrastructure and creating opportunities for business clusters in sectors, which we believe are built upon a unique competitive advantage for Nova Scotia – our place alongside the ocean.

More details on Waterfront Development’s mandate and programs can be found at www.my-waterfront.ca.

RDV2017 Tall Ships Regatta is a 7,000-nautical mile transatlantic race led by Sail Training International, visiting six countries, and a key Canada 150 event. Nova Scotia is proud to participate as an RDV2017 venue. Our national icon and local sailing ambassador, Bluenose II, will also participate. Halifax is an official port and is the start line of the final leg of the race, which will see ships sail to Le Havre, France.

Ships will visit Nova Scotia from June 30 to August 16. In addition to Halifax (July 29-August 1), an outport program will take place in 10 communities across Nova Scotia – Pictou, Pugwash and Port Hawesbury (June 30- July 2); Sydney, St. Peter’s and Louisibourg (August 4-6), Lunenburg (August 10-12), Shelburne (August 14-15), Digby (August 15-16), and an Annapolis Royal Sail Past (August 16).
Visit rdv2017ns.com

Nova Scotia has a proud tradition of hosting tall ships events and we are known internationally as a welcoming port of call. Tall Ships is a signature event for our province. Tall Ships Nova Scotia 2012 was an award-winning event, including Port of the Year (Tall Ships America) and a finalist for the Canadian Event of the Year through the Tourism Industry Association of Canada.

Tall Ships events attract significant visitation to Nova Scotia, which creates positive economic impact, a Nova Scotia. With programming on and around Halifax Harbour, and throughout Waterfront Development, platform for private sector business success and trade development, and is a touchstone for celebrating the pride of our people. In 2017, we will once again welcome the world to we will celebrate our ocean and coastlines – highlighted by home grown, high quality culinary, historical interpretation and entertainment programming – all of which are shaped by the sea.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” shall be:

John MacKenzie
Property Manager
John.mackenzie@wdcl.ca

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Waterfront Development, other than the RFQ Contact or their designate, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s response.

1.3 Contract for Deliverables

The successful bidder will enter into a Contractor Services Agreement (see Appendix A – Form of Agreement) with Waterfront Development for provision of the Deliverables.

1.4 RFQ Timetable

Issue Date of RFQ	6 May 2017
Deadline for Questions	19 May 2017
Deadline for Issuing Addenda	24 May 2017
Submission Deadline Date and Time	29 May 2017 at 3:00pm local time

The RFQ timetable is tentative only, and may be changed by Waterfront Development at any time prior to the Submission Deadline.

1.5 Submission of Bids

1.5.1 Bids to be submitted at the Prescribed Location

Bids must be submitted at:

Waterfront Development
2nd Floor – 1751 Lower Water Street
Halifax, Nova Scotia
B3J 1S5

Ensure the external packaging is marked with the RFQ number and bidder’s contact information.

1.5.2 Bids to be submitted on Time

Bids must be submitted at the location set out above on or before the Submission Deadline. Bids submitted after the Submission Deadline will be rejected. Waterfront Development's time clock will be assumed to be correct.

1.5.3 Bids to be submitted in Prescribed Format

Bidders should submit their bid in a sealed package, containing **three (3)** hard copies of their bid and one (1) electronic copy saved as a Portable Document format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the bidder's name and RFQ #. If there is a conflict or inconsistency between the hard copy and the electronic copy of the bid, the hard copy of the bid shall prevail. Bids should be prominently marked with the RFQ title and number (see RFQ cover), with the full legal name and return address of the bidder. Unless specifically requested in this solicitation document, bidders should not submit product catalogues, swatches, or other marketing materials with their bid.

Sealed packages should be prominently marked with:

- the RFQ title and number (see RFQ cover)
- the full legal name and return address of the bidder

Waterfront Development will not accept bids submitted by facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Bids Prior to Submission Deadline

Bidders may amend their bids prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFQ title and number and the full legal name and return address of the bidder to the location set out above. Any amendment should clearly indicate which part of the bid the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted.

1.5.5 Withdrawal of Bid

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid, a notice of withdrawal must be received by the RFQ Contact prior to the Submission Deadline, and must be signed by an authorized representative of the bidder. Waterfront Development is under no obligation to return withdrawn bids.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of ninety (90) days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF BIDS

2.1 Stages of Evaluation

Waterfront Development will conduct the evaluation of bids in the following three stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which bids satisfy all of the Mandatory Submission requirements. Bids that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further. The Mandatory Submission Requirements for this RFQ are as follows:

2.2.1 No Amendments to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFQ, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, will be disqualified.

2.2.2 Submission Form ([Appendix B](#))

Each bid must include a Submission Form ([Appendix B](#)) completed and signed by an authorized representative of the bidder.

2.2.3 Submission Pricing Form ([Appendix C](#))

Each bid must include a Submission Pricing Form ([Appendix C](#)) completed according to the instructions contained in the form.

2.3 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the Mandatory Technical requirements. Bids that do not comply with all of the Mandatory Technical requirements as of the Submission Deadline will be disqualified and not evaluated further. The Mandatory Technical requirements are listed in Section C of the RFQ Particulars. ([Appendix D](#)).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant bids in accordance with the evaluation criteria set out in the Submission Pricing Form ([Appendix C](#)). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

2.5 Selection of Lowest Compliant Bidder

The compliant bidder with the lowest pricing will enter into a contract in accordance with Part 3. If there is a tie score, the selected bidder will be determined by way of a coin toss. The bidder selected pursuant to this RFQ process will be informed in writing. Notification of the outcome of this RFQ process will be posted on the Nova Scotia Procurement Web Portal. Should the successful bidder decline to act on the contract issued by Waterfront Development, Waterfront Development may in addition to its other remedies award the contract to the next compliant bidder with the lowest bid.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 RFQ Incorporated into Bid

All of the provisions of this RFQ are deemed to be accepted by each bidder and incorporated into each bid. A bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFQ, including the terms of the Form of Agreement in [Appendix A](#), either as part of its bid or after receiving notice of selection, will be disqualified.

3.1.2 Bidders to Follow Instructions

Bidders should structure their bids in accordance with the instructions in this RFQ.

3.1.3 Language

All bids are to be in English only, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the bid, the English version of the bid shall prevail.

3.1.4 No Incorporation by Reference

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

3.1.5 Bidders to Bear Their Own Costs

The bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or presentations.

3.1.6 Bid to be retained by Waterfront Development

Waterfront Development will not return the bid or any accompanying documentation submitted by a bidder.

3.1.7 Trade Agreements

Bidders should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFQ.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

Waterfront Development makes no guarantee of the volume to be assigned to the successful bidder. The contract will not be an exclusive contract for the provision of the described Deliverables. Waterfront Development may contract with others for the same or similar Deliverables or may obtain such Deliverables from resources within Waterfront Development.

3.2 Business Registration

Bidders may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a bidder's business registration does not preclude the submission of a bid in response to this RFQ. A bid can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful bidder is registered and in good standing, in accordance with applicable laws.

If the bidder's business is not required to register in Nova Scotia, the bidder will be required to submit registration from their applicable jurisdiction.

3.3 Communication after Issuance of RFQ

3.3.1 Bidders to Review RFQ

Bidders shall promptly examine all of the documents comprising this RFQ, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFQ Contact on or before the Deadline for Questions. All questions or comments submitted by bidders by email to the RFQ Contact on or before the deadline for questions shall be deemed to be received once the email has entered into the RFQ Contact's email inbox. Waterfront Development is not obligated to respond to questions or comments received after the Deadline for Questions has passed. No such communications are to be directed to anyone other than the RFQ Contact, and Waterfront Development shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact. Waterfront Development is under no obligation to provide additional information, but may do so in its sole and absolute discretion. It is the responsibility of the bidder to seek clarification from the RFQ Contact on any matter it considers to be unclear. Waterfront Development shall not be responsible for any misunderstanding on the part of the bidder concerning this RFQ or its process.

3.3.2 All New Information to Bidders by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If Waterfront Development, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Bidders are responsible for obtaining all addenda issued by Waterfront Development. In the Submission Form (Appendix B), bidders should confirm their acknowledgement of all addenda by setting out the number of each addendum in the space provided.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, Waterfront Development may request further information from the bidder in order to verify and/or clarify the information provided in the bidder's bid. The response received by Waterfront Development shall form an integral part of the bidder's bid.

3.4 Issuance of Contract, Notification and Debriefing

3.4.1 Selection of Bidder

Notice of selection by Waterfront Development to the selected bidder shall be in writing.

3.4.3 Notification of Award

Once an executed contract is in place with the successful bidder, notification of the RFQ outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.4 Debriefing

Bidders may request a debriefing after posting of the outcome of the RFQ process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of posting of the outcome of the RFQ process. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.4.5 Supplier Complaint Procedure

If a bidder wishes to file a complaint in regards to the RFQ process, it must provide written notice to the RFQ Contact within sixty (60) days of posting of the outcome of the RFQ process on the Nova Scotia Procurement Web Portal, and Waterfront Development will respond in accordance with its Supplier Complaint Protocol.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

Waterfront Development may disqualify a bidder for any conduct, situation or circumstances, determined by Waterfront Development, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Submission Form ([Appendix B](#)).

3.5.2 Disqualification for Prohibited Conduct

Waterfront Development may disqualify a bidder, if in its sole and absolute discretion, it determines that the bidder has engaged in any conduct prohibited by this RFQ.

3.5.3 Prohibited Bidder Communications

A bidder shall 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 [\(Appendix B\)](#).

3.5.4 No Lobbying

A bidder shall not, in relation to this RFQ 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 bidder.

3.5.5 Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall 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 Waterfront Development; submitting bids 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 RFQ.

3.5.6 Past Performance or Past Conduct

Waterfront Development may refuse to permit a supplier from participating in an RFQ process based on past performance or based on inappropriate conduct in a prior procurement process with Waterfront Development, 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 Waterfront Development, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.6 Confidential Information

3.6.1 Confidential Information of Waterfront Development

All information provided by or obtained from Waterfront Development in any form in connection with this RFQ either before or after the issuance of this RFQ:

- (a) is the sole property of Waterfront Development and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables; and
- (c) must not be disclosed without prior written authorization from Waterfront Development.

3.6.2 Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Waterfront Development. The confidentiality of such information will be maintained by Waterfront Development, except as

otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed on a confidential basis to advisers retained by Waterfront Development to advise or assist with the RFQ process, including the evaluation of bids.

3.6.3 Personal Information International Disclosure Protection Act

The '*Personal Information International Disclosure Protection Act*' creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of Waterfront Development

Waterfront Development reserves the right to

- (a) make public the names of any or all bidders;
- (b) request written clarification in relation to a bidder's bid;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or mandatory technical requirements;
- (d) verify with any bidder or with a third party any information set out in a bid;
- (e) where references are requested, check references other than those provided by any bidder;
- (f) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any bidder or a bid submitted by any bidder who has engaged in conduct prohibited by this RFQ;
- (h) amend this RFQ process without liability at any time prior to the execution of an agreement with a bidder.
- (i) cancel this RFQ process without liability at any time prior to the execution of an agreement form set out in [Appendix A](#), and may in its sole discretion issue a new RFQ for the same or similar Deliverables; or
- (j) reject any or all bids

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.7.2 Limitation of Liability

By submitting a bid, each bidder agrees that neither Waterfront Development nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFQ process including but not limited to costs of preparation of the bidder, loss of profits, loss of opportunity or for any other claim.

3.7.3 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process:

- (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 shall not be construed as intending to limit the pre-existing rights of Waterfront Development; and
- (c) are to be governed by and construed in accordance with the laws of Waterfront Development of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

THIS AGREEMENT made this **nnth** day of **mmm, yyyy**

(Ref: REQUEST FOR PROPOSALS nnnnnn

BETWEEN:

**WATERFRONT DEVELOPMENT CORPORATION LIMITED,
("Waterfront Development")**

OF THE FIRST PART

- and –

**NAME OF SUPPLIER
(the "Supplier")**

OF THE SECOND PART

WHEREAS Waterfront Development issued the above referenced Request for Proposals dated **mmm dd, 20yy**, (the "RFP"), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to Waterfront Development dated **mmm dd, 20yy**, (the "Proposal") in response to the RFP;

AND WHEREAS Waterfront Development has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements set out herein, the Supplier and Waterfront Development covenant and agree as follows:

1.0 SERVICES AND TERM

- 1.1 The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the "Services") described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the **nnth** day of **mmm, yyyy**, and expiring on the **nnth** day of **mmm, yyyy** (the "Term").
- 1.2 The Supplier shall provide the Services and discharge its duties to Waterfront Development hereunder in a competent, professional and timely manner, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to Waterfront Development under this Agreement.
- 1.3 The Services shall be delivered on time and in accordance with the delivery

schedule agreed to by Waterfront Development and conform in all respects with Waterfront Development's requirements. The Services shall not be deemed to be completed to the satisfaction of Waterfront Development or accepted by Waterfront Development until all requirements have been met by the Supplier in accordance with the terms and conditions hereof.

- 1.4 If Waterfront Development, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in this Article 1.4 shall constitute or be deemed to constitute any assurance or representation by Waterfront Development to the Supplier that this Agreement will be renewed.

2.0 PRICE AND PAYMENT

- 2.1 The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed **AMOUNT** dollars (\$**nnnn.00**) (exclusive of applicable taxes) without the prior written authorization of Waterfront Development. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount ("Excess Services") unless Waterfront Development has given prior written authorization to the Supplier to undertake the performance of any Excess Services.
- 2.2 Waterfront Development shall, subject to the terms and conditions of this Agreement, pay the Supplier for the Services in accordance with Schedule B.
- 2.3 Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by Waterfront Development from time to time for inclusion therein. Subject to verification by Waterfront Development, invoices will be paid thirty (30) days following receipt.
- 2.4 If Schedule B provides that Waterfront Development will retain a holdback on payments to the Supplier, payment of such holdback shall be made by Waterfront Development in accordance with and subject to the terms and conditions set out in Schedule B.
- 2.5 No payment by Waterfront Development to the Supplier hereunder shall be or construed to be an acceptance or approval by Waterfront Development of incomplete, defective or improper performance by the Supplier of any of its obligations under this Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.
- 2.6 If the Supplier is not a resident of Canada, the Supplier acknowledges and agrees that Waterfront Development shall be authorized, if required by law, to withhold income tax from any amounts payable to the Supplier hereunder and to remit that tax to the Receiver General for Canada on the Supplier's behalf.

3.0 TERMINATION OF AGREEMENT

- 3.1 Waterfront Development shall be entitled to immediately terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an “Event of Default:
- a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of Waterfront Development within five (5) days after written notice from Waterfront Development to remedy the breach or failure;
 - b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - c) Any statement, representation or warranty made by the Supplier in its Proposal or in this Agreement is untrue or incorrect at the time it was made.
- 3.2 If this Agreement is terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse Waterfront Development for all loss, costs and damages incurred by Waterfront Development as a result of or arising from the Event of Default, including any costs incurred by Waterfront Development to correct any defects or deficiencies in any of the Services, and any costs incurred by Waterfront Development to procure the Services or any part thereof from another provider.
- 3.3 Waterfront Development may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which Waterfront Development is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of Waterfront Development’s obligations to the Supplier under this Agreement. In the event this Agreement is terminated by Waterfront Development pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any claim or entitlement to any additional compensation or damages arising from such termination.
- 3.4 Neither the expiration nor the earlier termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services , and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Liability and

Indemnity) and Article 15 (Accounts and Audit).

4.0 CONFIDENTIALITY

- 4.1 The Supplier acknowledges and confirms that all information provided to it by Waterfront Development hereunder, or to which the Supplier has access as a result of providing the Services to Waterfront Development is confidential information (“Confidential Information”). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of Waterfront Development, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.
- 4.2 The Supplier shall implement and maintain security standards and procedures for the safeguarding of Waterfront Development’s Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify Waterfront Development in writing upon becoming aware of a breach of either the Supplier’s security standards and procedures or Waterfront Development’s security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.
- 4.3 The Supplier acknowledges and agrees that Waterfront Development may disclose this Agreement or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.
- 4.4 If the Supplier is a “service provider” as defined in the *Personal Information International Disclosure Act, (Nova Scotia)* (“PIIDPA”) as a result of the type of Services that it is providing to Waterfront Development under this Agreement, the Supplier represents, warrants and undertakes to Waterfront Development that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the PIIDPA Schedule, attached as Schedule C to this Agreement.
- 4.5

The Supplier acknowledges that Waterfront Development has entered into a service agreement with SAP Canada for the provision of contract management software solutions and related services and may enter into service agreements with other providers of comparable services. The Supplier irrevocably agrees that notwithstanding anything contained in this Agreement, Waterfront Development is authorized to disclose this Agreement or portions thereof to SAP Canada and to any other provider of comparable services to Waterfront Development, solely to enable SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with Waterfront Development, and for no other purpose whatsoever.

5.0 MATERIAL RIGHTS

- 5.1 All findings, data, surveys, research, working papers, drawings, spreadsheets,

evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of Waterfront Development. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of Waterfront Development, are hereby irrevocably assigned by the Supplier to Waterfront Development and the Supplier herewith waives all moral rights in those Materials.

- 5.2 All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of Waterfront Development and are subject to the provisions of Article 4 of this Agreement.
- 5.3 Waterfront Development reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.
- 5.4 The Supplier shall ensure that Waterfront Development has all licences that are needed for any software that Waterfront Development will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.
- 5.5 The Supplier hereby grants to Waterfront Development a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to Waterfront Development under this Agreement.

6.0 INDEPENDENT CONTRACTOR

- 6.1 This Agreement is a contract for the performance of the Services. The Supplier is engaged by Waterfront Development hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of Waterfront Development. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind Waterfront Development, or to commit Waterfront Development to the payment of money to any third party.

7.0 COMPLIANCE WITH LAWS

- 7.1 The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to Waterfront Development. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in

effect in Nova Scotia at the time such Services are being performed.

- 7.2 Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by Waterfront Development, shall be or deemed to be approval or authorization by Waterfront Development to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.
- 7.3 The Supplier shall promptly provide to Waterfront Development, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services, including without limitation, the *Workers' Compensation Act (Nova Scotia)* and the *Occupational Health and Safety Act (Nova Scotia)*.

8.0 LIABILITY AND INDEMNITY

- 8.1 The Supplier shall indemnify and hold harmless Waterfront Development, its employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Supplier shall not be liable for any indirect or consequential damages sustained by Waterfront Development unless such damages result from the negligence or wilful default of the Supplier, its servants, agents or subcontractors.
- 8.2 Waterfront Development shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of Waterfront Development. In no event shall Waterfront Development be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.

9.0 RESOURCES

- 9.1 In the event that the Supplier requires access to equipment or office space of Waterfront Development in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of Waterfront Development relating to any buildings, premises, equipment or software to which the Supplier is given access.
- 9.2 The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the

Supplier's Proposal included the names or titles of specific personnel or any proposed subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of Waterfront Development. If Waterfront Development, in its sole discretion, considers a proposed substitute to be acceptable, Waterfront Development may consent to the substitution, provided however that such consent may be subject to such terms and conditions as Waterfront Development designates in writing to the Supplier. Notwithstanding the foregoing, Waterfront Development shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to Waterfront Development, any Supplier personnel or subcontractor involved in providing the Services whom Waterfront Development determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10.0 TITLE AND ACCEPTANCE

- 10.1 Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in Waterfront Development on delivery and acceptance by Waterfront Development. Upon payment being made by Waterfront Development on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with Waterfront Development, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by Waterfront Development. Vesting of title in Waterfront Development as a result of payments made by Waterfront Development to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by Waterfront Development of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.
- 10.2 The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to Waterfront Development under this Agreement.

11.0 FORCE MAJEURE

11. The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.
11. Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to Waterfront

Development, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.

11. Notwithstanding the foregoing provisions of this Section 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, Waterfront Development may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by Waterfront Development pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of Waterfront Development's obligations to the Supplier hereunder.

12.0 REPRESENTATIONS AND WARRANTIES

- 12.1 The Supplier represents and warrants to Waterfront Development, with the intention and knowledge that Waterfront Development is relying on each such representation and warranty in entering into this Agreement, that:
 - a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to Waterfront Development under this Agreement or in connection with the Services to be provided hereunder are true and correct;
 - b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to Waterfront Development under this Agreement;
 - c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
 - d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;
 - e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
 - f) The Supplier can perform the Services, and Waterfront Development shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its

obligations to Waterfront Development hereunder.

13.0 CONFLICT OF INTEREST

13.1 The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to Waterfront Development under this Agreement and its obligations to any third party. The Supplier shall immediately notify Waterfront Development in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14.0 ASSIGNMENT AND SUBCONTRACTING

14.1 The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of Waterfront Development, which consent may be withheld by Waterfront Development in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

14.2 Waterfront Development's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by Waterfront Development, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15.0 ACCOUNTS AND AUDIT

15.1 The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to Waterfront Development for review or audit within ten (10) days following receipt of a request from Waterfront Development to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by Waterfront Development for a period of three (3) years after the date of final payment by Waterfront Development hereunder. Any review or audit by Waterfront Development pursuant to this Article 15.1 shall be carried out by Waterfront Development at Waterfront Development's expense.

16.0 NOTICES

16.1 Any notice to be given under this Agreement by Waterfront Development or the Supplier shall be in writing and delivered by hand, by facsimile transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

To Waterfront Development:

To the Supplier:

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the facsimile transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17.0 AGREEMENT AND AMENDMENTS

17.1 This Agreement constitutes the entire agreement and understanding between the Supplier and Waterfront Development with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of Waterfront Development and the Supplier.

17.2 The following documents form part of this Agreement:

- a) These Articles of Agreement; and
- b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

- a) These Articles of Agreement; and amendments hereto;
- b) Schedule A.1;
- c) Schedule A.2;
- d) Schedule B; and
- e) Schedule C (if applicable)

18.0 WAIVER

18.1 No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by Waterfront Development unless such waiver is in writing and signed by Waterfront Development. The waiver by Waterfront Development of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

19.0 REMEDIES CUMULATIVE

19.1 The rights and remedies of Waterfront Development set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights

or remedies available to Waterfront Development at law or in equity.

20.0 DISPUTES

20.1 If a dispute arises between Waterfront Development and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, Waterfront Development and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent Waterfront Development from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21.0 ENUREMENT

21.1 This Agreement shall enure to the benefit of and be binding on Waterfront Development and on the successors and permitted assigns of the Supplier.

22.0 GENERAL

- 22.1 **Waterfront Development's Representative** All references in this Agreement to Waterfront Development, include any person duly authorized to act on behalf of Waterfront Development hereunder
- 22.2 **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.
- 22.3 **Time of the Essence** Time shall be of the essence in this Agreement.
- 22.4 **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.
- 22.5 **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.
- 22.6 **Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions

shall nevertheless remain in full force and effect.

- 22.7 **Counterparts:** This Agreement may be signed by Waterfront Development and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party.
- 22.8 **Further Assurances:** The Supplier and Waterfront Development agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.
- 22.9 **RFP References:** All references in this Agreement to “RFP” mean and include any amendments that were made thereto by Waterfront Development.
- 22.10 **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23.0 GOVERNING LAW

- 23.1 This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

24.0 INSURANCE

- 24.1 The Supplier shall provide or cause to be provided

24.1.1 General liability insurance covering for the benefit of Waterfront Development, the Supplier, Sub Contractors, the Construction Manager, Consultants, and other such persons, firms and Corporations as Waterfront Development may determine with a limit of liability per occurrence for bodily injury, death and property damage in an amount of \$5,000,000.00.

24.1.2 “All Risks” insurance covering owned and non-owned mobile equipment, property and construction tools, machinery and equipment used by the Supplier for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.

24.1.3 Automobile liability insurance with respect to automobiles used directly or indirectly in the performance of the work and which are owned, leased, or used by the Supplier and covering liability for bodily injury, death and property damage with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

24.1.4 The Supplier shall provide Waterfront Development with a certificate of insurance naming Waterfront Development as an additional insured.

24.1.5 The Supplier shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers’ Compensation Act.

The Supplier unconditionally guarantees to Waterfront Development full compliance with the conditions, regulations and laws relating to Workers' Compensation by itself and by all Sub Contractors.

IN WITNESS WHEREOF Waterfront Development and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT City, Province
nth day of mmm, yyyy

NAME OF SUPPLIER

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT City, Province
nth day of mmm, yyyy

**WATERFRONT DEVELOPMENT
CORPORATION LIMITED**

Witness Signature

For Waterfront Development

SCHEDULE A

This Schedule A incorporates by reference the documents referred to under each of Schedule A.1 and Schedule A.2:, below:

Schedule A.1 Request for Proposals

RFP nnnnnn issued by Waterfront Development on mmm dd, 20yy, which describes the Services to be delivered by the Supplier to Waterfront Development

Schedule A.2 Supplier's Proposal

The Supplier's Proposal dated mmm dd, 20yy

Supplier's Initials: _____

Waterfront Development's
Initials: _____

SCHEDULE B

This Schedule describes the payment terms for the Services:

Schedule B.1 Payment

The total amount payable under the Agreement is set out in Article 2.1, and shall be invoiced by the Supplier as follows:

A single invoice to be submitted upon completion of this Agreement

Payment of Supplier invoices will be made by Waterfront Development in accordance with the terms of Article 2 of the Agreement and this Schedule B.

Supplier's Initials: _____

Waterfront Development's
Initials: _____

SCHEDULE C
PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to Waterfront Development entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to Waterfront Development that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to Waterfront Development in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of Waterfront Development is protected at all times from unauthorized access or disclosure and shall confirm in writing to Waterfront Development, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by Waterfront Development from time to time to protect the personal information that the Supplier collects or uses on behalf of Waterfront Development. Waterfront Development shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to Waterfront Development is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to Waterfront Development under the Agreement.

The Supplier expressly confirms that the laws of Waterfront Development of of Nova Scotia shall apply to its obligations as a service provider to Waterfront Development, notwithstanding the laws or the order of any court outside Canada.

Supplier's Initials: _____

Waterfront Development's
Initials: _____

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder’s contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

2. Ability to Provide Deliverables

The bidder has carefully examined this RFQ and has a clear and comprehensive knowledge of the Deliverables required. The bidder represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in the completed Pricing Form ([Appendix C](#)).

3. Pricing

The bidder confirms that the pricing information provided in the completed Submission Pricing Form ([Appendix C](#)) is accurate. The bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its bid or its eligibility for future work with Waterfront Development.

4. Addenda

The bidder is deemed to have read and taken into account all addenda issued by Waterfront Development. The onus is on bidders to make any necessary amendments to their bids based on the addenda. The bidder is requested to acknowledge that it has read all addenda by listing the addenda numbers, or **if no addenda were issued by writing the word "None", on the following line:** . Bidders who fail to complete this line will be deemed to have read all posted addenda.

5. Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this RFQ.

6. Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the bidding process, the bidder 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, information of Waterfront Development in the preparation of its bid that is not available to other bidders, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its obligations contemplated in the subject matter of this RFQ, the bidder'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.

Bidders should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the bid; **AND** who were employees of Waterfront Development within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the RFQ.

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

7. Confidential Information of Bidder

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Waterfront Development. The confidentiality of such information will be maintained by Waterfront Development, except as otherwise required by law or by order of a court or tribunal. The bidder agrees that its bid will, as necessary, be disclosed on a confidential basis to Waterfront Development’s advisers retained to advise or assist with this RFQ process, including with respect to the evaluation of this bid.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

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

2. Evaluation of Pricing

Pricing will be evaluated as a single lump sum amount, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.

3. Pricing Form

Item No.	Location	Cost (exclusive of HST)	HST	Total Cost (inclusive of HST)
1.	Purdy's Wharf			
2.	Sackville Landing Driveway			
3.	Foundation Place North			
4.	Foundation Place South			
5.	Salter parking lot			
6.	Grand Parade			
7.	George's Island			
8.	McNabs Island			
9.	Total			

APPENDIX D – RFQ PARTICULARS

1.0 GENERAL INSTRUCTIONS TO BIDDERS

1.1 Bidders shall:

- 1.1.1 Visit the site and become familiar with all existing conditions prior to submitting a bid. Any questions are to be directed to the RFQ Contact.
- 1.1.2 The bidder must check and verify all dimensions on the job site and report any discrepancies to Waterfront Development before proceeding with the work.
Note: No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension.
- 1.1.3 Apply for, obtain and pay for all necessary permits, approvals and other authorization required to carry out and complete the work. All necessary permits and approvals must be in place prior to beginning the work.
- 1.1.4 Comply with all applicable by-laws, ordinance and regulations of all authorities having jurisdiction.
- 1.1.5 Perform work in accordance with all applicable National Codes and Standards and any other codes of Provincial or local application.

2.0 SAFETY REQUIREMENTS

The successful bidder must provide a current and valid Certificate of Recognition in Safety or Safety Certification by an approved service provider by WCB of Nova Scotia.

3.0 STORAGE OF MATERIAL AND EQUIPMENT

Any storage of materials and/or equipment on site shall only be in areas designated by Waterfront Development or designate.

4.0 CAPACITY OF EXISTING STRUCTURES

The capacity to accommodate vehicles or heavy equipment must be vetted through Waterfront Development.

5.0 ENVIRONMENTAL PROTECTION AND CLEANING

Fires and burning of rubbish on site is not permitted

6.0 INSURANCE

6.1 The successful bidder shall provide or cause to be provided

- 6.1.1 General liability insurance covering for the benefit of Waterfront Development, the successful bidder, Sub Contractors, the Construction Manager, Consultants, and other such persons, firms and Corporations as Waterfront Development may determine with a limit of liability per occurrence for bodily injury, death and property damage in an amount of \$5,000,000.00.
- 6.1.2 "All Risks" insurance covering owned and non-owned mobile equipment, property and construction tools, machinery and equipment used by the successful bidder for the performance of the work, including boiler insurance on temporary boilers and pressure vessels.
- 6.1.3 Automobile liability insurance with respect to automobiles used directly or indirectly in the performance of the work and which are owned, leased, or used by the successful bidder and covering liability for bodily injury, death and property damage with a limit of not less than \$2,000,000.00 inclusive for each and every loss.

6.1.4 The successful bidder shall provide Waterfront Development with a certificate of insurance naming Waterfront Development as an additional insured.

6.1.5 The successful bidder shall at all times pay or cause to be paid any assessment or compensation required to be paid pursuant to the Workers' Compensation Act. The Trade Contractor unconditionally guarantees to Waterfront Development full compliance with the conditions, regulations and laws relating to Workers' Compensation by itself and by all Sub Contractors.

7.0 INDEMNITY

The Contractor shall indemnify and hold harmless, and when requested by Waterfront Development defend Waterfront Development, its directors, officers, employees, agents and subsidiaries from and against all liabilities, suits, actions, judicial or administrative proceedings, claims, demands, damages, penalties, fines, costs and expenses of whatsoever kind or character (including but not limited to all costs and fees for investigation and defense thereof) arising out of or by reason of any liability or obligation in any manner caused or occasioned or claimed to be caused or occasioned by, any act, omission, fault or negligence of the Contractor or anyone acting on his behalf, including but not limited to, Sub Contractors and vendors, their Sub Contractors and sub vendors, and the employees and agents of any of the foregoing, in connection with or incidental to the contract or the work performed hereunder.

8.0 CHANGES IN WORK

All changes affecting cost of the works shall be by written change order issued by WDC.

The value of any change shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum, submitted with signed quotations and breakdown estimates for material and labour.
- b) By unit prices agreed upon or as listed in the contract.
- c) Cost of work and percentage or by cost and fixed fee.

Any changes in the project scope from what is shown in this tender document or in the detailed drawings must be reviewed and approved by the owner before proceeding.

9.0 AWARD AND CONTRACT

Prior to award, an award letter will be issued to the success Bidder. The successful Bidder will be required to satisfy all conditions and submit all information required by this document within the times stipulated there in.

10.0 SUSTAINABLE AND SAFE PRACTICES

Please include in your submission a description of steps taken by your company to operate in a sustainable manner. Also include proof of OHS training and identify a staff person who will be assigned as the project safety coordinator.

11.0 RIGHT TO ACCEPT OR REJECT ANY TENDER

The owner reserves the right to reject any and all tenders or accept any tender or part thereof and may award all or a portion of the work to one or more contractors. The owner shall not, under any circumstances, be responsible for the cost incurred by the tenderer in preparing the Tender.

Should the owner not receive any tender satisfactory to the owner in its sole and absolute discretion, the owner reserves the right to re-tender the Project, or negotiate a contract for the whole or any part of the Project with anyone whatsoever, including one or more of the Tenderers. The owner reserves the right to suspend or cancel this Tender at any time for any reason without penalty. The owner reserves

the right to waive any formalities or informalities, or to reject any or all tenders based on the Tenderer's lack of proven experience, performance on similar projects, or the suitability of proceeding with the execution of the work.

12.0 RIGHTS AND REMEDIES

No action or failure to act by the Owner, Engineer, or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing

13.0 TIME

Time shall be construed as being of the essence of the Contract.

14.0 SCHEDULING AND COORDINATION

The contractor is to ensure that all required inspections by various approval authorities are performed and that documentation of these inspections is provided to the owner.

A. THE DELIVERABLES

The below list describes the different locations that portable toilets and/or showers are required, the dates they are required for and the servicing requirements for each site. "Cleaning" refers to pumping of the units, sanitizing of the units and restocking with soap, toilet paper, paper towel, etc...

Location: Purdy's Wharf

Number of Portables: 4 (1 accessible)

Number of Hand Wash: 1

Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th – two cleanings: Noon and 5:00 PM

Saturday, July 29th – Monday, July 31st- three cleanings: 8:00 am, noon and 5:00 pm

Tuesday, August 1st – one cleaning: 8:00 AM

Removal: Tuesday, Aug 1st: by 3:00 PM

Location: Sackville Landing driveway (south side of Maritime Museum)

Number of Portables: 8 (1 accessible)

Number of Hand Wash: 2

Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th – two cleanings: Noon and 5:00 PM

Saturday July 29th – Monday, Aug 1- three cleanings: 8:00 am, noon and 5:00 pm

Tuesday, August 1st – one cleaning: 8:00 AM

Removal: Tuesday, Aug 1st: by 3:00 PM

Location: Foundation Place parking lot north (north side of Waterfront Warehouse)

Number of Portables: 6 (1 accessible)

Number of Hand Wash: 1

Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th: one cleaning: 10:00 PM

Saturday, July 29th – Monday, July 31st: two cleanings: Noon and 5:00 PM
Removal: Monday, July 31st: 10:00 PM

Number of Flush Toilets: 1 trailer (3 washrooms)
Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th: one cleaning: 10:00 PM
Saturday, July 29th – Monday, July 31st: two cleanings: Noon and 5:00 PM
Removal: Monday, July 31st: 10:00 PM

Number of Showers: 1 trailer (7 showers)
Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th – Monday, July 31st: two cleanings: 8:00 AM and 5:00 PM
Removal: Monday, July 31st: 10:00 PM

Location: Foundation parking lot south (south side of Waterfront Warehouse)

Number of Portables: 2

Number of Hand Wash: 1

Delivery Date: Thursday, July 27th (late afternoon)

Service Details:

Friday, July 28th – Monday, July 31st: two cleanings: 8:00 AM and 5:00 PM
Tuesday, August 1st – one cleaning: 8:00 AM
Removal: Tuesday, Aug 1st: by 3:00 PM

Location: Salter parking lot

Number of Portables: 14 (1 accessible)

Number of Hand Wash: 14

Grey water holding tank: 1

Delivery Date: Thursday, July 27th (Time TBC)

Service Details:

Friday, July 28th: one cleaning 5:00 PM
Saturday – Monday, July 31st: three cleanings: 8:00 AM, Noon and 5:00 PM
Tuesday, August 1st – one cleaning: 8:00 AM
Grey water removal service: each morning (Saturday, July 29th / Sunday, July 30th / Monday, July 31st /
Tuesday, August 1st) at 8:00 AM
Removal: Wednesday Aug 2nd: (TIME TBC)

Location: Grand Parade

Number of Portables: 4 (one accessible)

Number of Hand wash: 2

Delivery Date: Sunday, July 30th (8:00 AM)

Service Details: Sunday, July 30th 5:00 PM and LOCKED / Monday, July 31st TBC

Pick up date: Tuesday, Aug 1st (5:00 PM)

Location: Georges Island

Number of Portables: 20

Number of Hand wash: 4

Delivery Date: Thursday, July 27th (time TBC)

Removal: Tuesday, August 1st (evening)

Service Details:

Saturday, July 29th: 8:00 AM / Sunday, July 30th: 8:00 AM / Monday, July 31st: 8:00AM

Location: McNabs Island

Number of Portables: 10

Number of Hand wash: 2

Delivery Date: Sunday, July 30th: (morning)

Removal Date: Monday, July 30th

Service Details:

Serviced upon removal if necessary

Bidders are responsible for delivering, servicing and removing all portable toilets and showers they provide, including those on George's Island and McNabs Island.

C. MANDATORY TECHNICAL REQUIREMENTS

Demonstrate the Bidder has a minimum of five (5) years' experience in providing portable toilets and related services to large public events.

The contact information of least three (3) references serviced by the Bidder for the delivery of work of a similar size and scope.

D. PERIOD OF CONTRACT

The period of contract shall commence on the date of award and shall end on the date when the goods and/or services have been delivered to and accepted by Waterfront Development.