

INVITATION TO TENDER

TENDER NUMBER: 2016-130/Supply of a Microbrewery System
DATE: Friday, November 25th, 2016
DEPARTMENT: Engineering

ELECTRONIC BID SUBMISSIONS ONLY, must be received by the Bidding System, no later than **4:00:00 p.m. (16:00:00 hours) local time, on Monday, December 19th, 2016**

All to be in accordance with the following Sections:

1. Information to Bidders
2. Requirements
3. Online Submission Forms and Tables
4. Terms and Conditions of Bidding
5. Terms of Conditions of Purchase Order

DESCRIPTION

A 2-hectolitre brewery system is required to fulfil our R&D and teaching mandates.

ADDENDA

Bidders are responsible for ensuring that they are aware of and have complied with any addenda as described in Section "Information to Bidders"

PROCUREMENT CONTACT

Chady Chidiac | Senior Buyer | Procurement
Tel: 1.902.494.1728 | Email: chady.chidiac@dal.ca ***Do not send Tender submissions to this email address; submit your Tender submission only through the Bidding System, as directed.**

NOTE: Submit all Questions and Clarifications through the Bidding System.

1. DEFINITIONS

In this Invitation to Tender, the following words or phrases have the corresponding meanings:

- 1.1. “Bidding System” means the Owner’s Bidding System where Electronic Bid submissions will only be accepted.
- 1.2. “Contract Documents” means Dalhousie University Purchase Order.
- 1.3. “Owner” means Dalhousie University.
- 1.4. “Tender Documents” means this Tender and all online documents and forms submitted by the bidder for the consideration of Dalhousie University, containing the bid price, and completion/delivery time.
- 1.5. “Tender Price” means monetary sum identified by the Bidder in the Pricing Table.
- 1.6. “Plan Taker” means a bidder whom has registered for the specific tender document in the Bidding System.

2. ELECTRONIC SUBMISSION INFORMATION

- 2.1. **ELECTRONIC BID SUBMISSIONS ONLY**, must be received by the Bidding System, no later than the specified closing time in the Bidding System web clock.
- 2.2. All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Tender Document, to receive Addenda email notifications, download Addenda and to submit their bid electronically through the Bidding System.
- 2.3. Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an “*Internet Traffic Jam*” due to file transfer size, transmission speed, etc.
- 2.4. For the above reasons, the Owner recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner’s Bidding System web clock.
- 2.5. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully.
- 2.6. To ensure receipt of the latest information and updates via email regarding this bid, or If a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at <https://dal.bidsandtenders.ca>

NOTE: Additional company contacts are recommended for the reasons outlined below:

- Do **not** invite any additional contacts that you do not want to have access to view, edit, submit and/or withdraw or who may be in direct competition for example (a company may have two divisions that could compete for the same Bid Opportunity).
- You are strongly urged when creating or updating a Bidding System Vendor account to add additional company contacts to create their own login to the Bidding System. This will permit your invited contacts that have created their own login to manage (register, submit, edit and withdraw) Bids which your Company is a Registered Plan Taker for. In the event you are on vacation, or due to illness, etc. these additional contacts may act on your Company’s behalf and have the authority to; receive addenda notifications from the Bidding System, and where permitted by the terms and conditions of the Tender Document, to submit Bids electronically through the Bidding System and/or withdraw and/or edit and/or acknowledge addenda, on your behalf.
- If you are an invited company contact it is imperative that you create your login from the link contained in the email invitation. **DO NOT** go directly to <https://dal.bidsandtenders.ca> website and create a separate vendor account.

3. ELECTRONIC TENDER SUBMISSION

- 3.1. Documents should be in PDF format. Documents should **NOT** be provided in any other format. In addition, do NOT upload video or audio files. You may state a web address link in your tender

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submission or upload a document stating this web link for the evaluation person (s) to view and/or listen to your video and/or audio information in your bid.

- 3.2. Documents should **NOT** have a security password, as the Owner will not be able to open the file.
- 3.3. The maximum file upload size is 512MB. To reduce the document size, Bidders should follow the instructions below on zipping their document(s).
- 3.4. It is the Bidder's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by the Owner. The Owner may reject any Bid where any document(s) cannot be opened and viewed by the Owner.
- 3.5. If a Bidder requires to upload more than one (1) document, the Bidder should combine the documents into one Zipped file, as per instructions stated in the Bidding System Document upload area. If uploading a zipped file containing more than one (1) document, please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".
- 3.6. Bidders should ensure their Tender submission response mirrors the sequence of the "Submission Format" section below and does not exceed the restriction on the number of pages (if stated). Your "Table of Contents" should indicate the section and page number for your response to each item of the Owner's submission format. This will help ensure that all Tenders present the requested information in the same format. This "sameness" will make the Tender evaluation process easier to evaluate against the Owner's evaluation criteria.

4. SCOPE OF WORK

- 4.1. Supply all labour, materials, tools, equipment and incidentals required for Supply of a Microbrewery System as per requirements.
- 4.2. All equipment shall meet applicable standards, CSA, approved equivalent or Dalhousie approved. Provide details with Tender response. All products shall have the certification mark directly on the product
- 4.3. Provide detailed pricing, including any quantity discount breaks and corresponding prices, with Tender responses.
- 4.4. Provide detailed specifications with Tender responses including information with regards to operating costs including details of power consumption.
- 4.5. Provide warranty details (if required) with Tender responses.
- 4.6. Provide maintenance contract details (if required) with Tender responses.
- 4.7. Provide software specifications and upgrade details with Tender responses.
- 4.8. Provide a detailed list of required consumable items complete with current pricing.
- 4.9. Quantities are estimates only. Actual quantities purchased may be increased or decreased due to budget constraints.
- 4.10. Demonstration of Proposed units may be required at no cost to the University.

5. TAXES

- 5.1. All prices shall be Harmonized Sales Tax (HST) extra.
- 5.2. Where applicable, the Bidder shall indicate HST as a separate item on all documentation. The successful Bidder shall provide their HST Registration Number on all invoices.

6. AMENDMENTS

Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However the Bidder is solely responsible to:

- 6.1. Ensure the re-submitted bid is **RECEIVED** by the specified closing date and time in the Bidding System.
- 6.2. make any required adjustments to their Bid;

6.3. And acknowledge the addenda, if any.

7. OWNERSHIP OF INFORMATION

7.1. All documents, information, specifications, requirements, tracings, or attachments provided by Dalhousie University and pertaining to this Tender remains the property of the University and shall be treated in strict confidence by the Bidder. No part of this Tender may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University, except for the purpose of this Tender.

8. COMMUNICATION

- 8.1. It is the Bidders responsibility to clarify interpretation of any item in these documents, by-submitting questions in the Bidding System. The owner may not respond to inquiries submitted after the specified deadline in the Bidding System.
- 8.2. The University will not assume responsibility for oral instructions or suggestions. Should the Bidder find discrepancies in, or omissions from the specifications, or should the Bidder be in doubt as to their meaning, the Bidder shall submit an inquiry through the Bidding System.
- 8.3. All Bidders will be notified in writing as to the award once a decision has been made.
- 8.4. There will be no obligation to receive unsolicited information, whether written or oral, from any Bidder.

9. ADDENDA

- 9.1 Addenda may be issued during the Tender call, all addenda become part of the Tender documents. The bidder is deemed to have read and accepted all addenda issued. The onus remains on bidders to make any necessary amendments to their Tender based on the addenda. The Tender price must include any changes or clarifications set out in the addenda.
- 9.2 **PLAN TAKERS WILL BE NOTIFIED WHEN ADDENDA ARE ISSUED. ALL ADDENDA WILL BE POSTED ON THE OWNER'S BIDDING SYSTEM.**
- 9.3 Bidders must acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.
- 9.4 Bidders should check the Bidding System prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.
- 9.5 If an addenda is issued after a bidder submits a bid the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS (NOT accepted by the Owner)** and the Withdrawn Bid can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:
- 9.6.1. Make any required adjustments to their Bid; and
- 9.6.2. Acknowledge the addendum/addenda; and
- 9.6.3. Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than the specified the Bid Closing Date and time.

10. INDEMNITY

10.1. The successful bidder will be required to provide Dalhousie with proof that it owns or has sufficient rights in all intellectual property in the equipment and software that is supplied, and further to indemnify Dalhousie in the event of a third party claim for infringement of intellectual property rights in relation to the equipment or software.

11. CORPORATE REFERENCES

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- 11.1. Bidders shall provide three corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Tender, provide that information, along with the name and telephone number of a contact person. The University reserves the right to contact references without prior consent of the Bidder.

12. TENDER INELIGIBILITY

Tenders will be declared ineligible for consideration if they do not meet the following requirements:

- 12.1. Bids submitted by any means other than the Bidding System.
12.2. Tenders which are not completed in the Bidding System.
12.3. Bids that are unable to be opened or viewed.

13. EVALUATION BY THE UNIVERSITY

- 13.1. The University shall evaluate all valid Tenders and select the Tender most attractive to the University and which, in the sole discretion of the University, is deemed to be in the best interest of the University.
- 13.2. Without limiting the meaning of the terms "most attractive" and "the best interest of the University", the following criteria normally will be included in the evaluation of Tenders:
- 13.2.1. Compliance to Tender Requirements and Specifications
 - 13.2.2. Compliance to Contractual Terms and Conditions
 - 13.2.3. Total evaluated cost
 - 13.2.4. Delivery/completion time
 - 13.2.5. Experience of Bidder on projects of similar size and scope
 - 13.2.6. Previous experience with the University
 - 13.2.7. Superior design features considered advantageous to Dalhousie
 - 13.2.8. Operating and maintenance costs (where applicable)
 - 13.2.9. Reliability/reputation of product being supplied (where applicable)
 - 13.2.10. Adaptability and modification potential to meet future University needs
 - 13.2.11. Ease of integration with current University operations
 - 13.2.12. Environmental impact
 - 13.2.13. Corporate Ethics Policy
- 13.3. Where the University has stated requirements or specifications that must meet a "minimum" standard, a Bidder may include a project or product, which exceeds said standards provided there are advantages to the University in terms of operating or capital costs or other relevant factors.
- 13.4. The University reserves the right to clarify any portion of a Tender with any Bidder and to negotiate with one or more Bidders during the evaluation process. Such clarification will form an integral part of that Bidder's Tender.
- 13.5. All costs incurred in preparing a Tender, or presenting or elaborating upon a Tender, shall be borne solely by the Bidder.
- 13.6. The University will evaluate Tender's based on the evaluation criteria specified in the Tender Document. The lowest or any Tender will not necessarily be accepted.

14. REVIEW OF TENDER REQUIREMENTS

- 14.1. The Bidder has carefully examined every part of the proposed Contract, and thoroughly understands its stipulations, requirements, and provisions.

15. PRICE DETAIL

- 15.1. All prices shall be FOB Dalhousie University, offloaded and placed, freight prepaid and included.

15.2. If a Tender is accepted, the successful Bidder may make no variation of any quoted prices except for changes due to increases or decreases in eligible government taxes or duties, governmental transportation tariffs, or decreases in the price of technology.

15.3. All prices are assumed to be in Canadian Funds unless otherwise specified by the Bidder.

16. VALIDITY OF OFFER

16.1. Unless otherwise specified by the Bidder, Dalhousie will consider all Tenders irrevocable and valid for acceptance for a period specified in the Bidding System from the Tender closing date.

17. BASIS FOR AWARD

17.1. It is the intention of the University that if awarded, to award the complete Tender to one Bidder.

18. SUSTAINABILITY CONSIDERATIONS

18.1. The University will consider offers on products containing reclaimed materials and that preference will be given to those products containing the highest percent content of recycled post-consumer material when price, quality, delivery and other factors are equal.

18.2. In concert with efforts at the Office of Sustainability at Dalhousie University, we seek to minimize the energy usage and environmental impact of purchases. Consideration will be given to proposed systems that demonstrate high levels of energy efficiency in their design and specifications. Please include any relevant energy efficiency certification in the hardware proposal.

18.3. Evaluation of responses will include consideration of financial, social and environmental factors. Bidders are encouraged to discuss these factors in their tender response.

19. SPECIAL CONDITIONS

19.1. Smoking is not permitted on University property.

19.2. No overtime charges of any kind will be permitted unless authorized by the University prior to the start of the work.

19.3. The successful Proponent shall, at all times, comply with the requirements of Dalhousie's applicable policies, guidelines and procedures found at this link:

http://www.dal.ca/dept/university_secretariat/policies.html

19.3.1. The following are particularly important:

19.3.1.1. Dalhousie Harassment Policy

19.3.1.2. Dalhousie Safety Program

19.3.1.3. Vehicle Anti-Idling Guideline

19.3.2. The successful Bidder shall ensure that Dalhousie's property is kept clean of any rubbish or surplus materials resulting from the performance of services on behalf of Dalhousie. All costs associated with the removal of the debris from the premises shall be the responsibility of the Bidders.

OVERVIEW

Dalhousie's Canadian Institute of Fisheries/Fermentation Technology (CIFT) is a specialized resource center of advanced technology for research in food science and process engineering with an emphasis on fermented beverages. The Institute promotes technology transfer and the development of advanced technologies aimed at more effective commercial utilization of fermentation sector and marine resources in Canada and throughout the world. A 2-hectolitre brewery system (as described below) is required to fulfil our R&D and teaching mandates.

BUDGET ESTIMATE: The **maximum total estimated budget** for all is approximately \$50,000.00

- i. Canadian Dollars, excluding taxes, but including all costs associated with shipping, and warranty.
- ii. If a vendor must quote in any currency other than Canadian (i.e. USD, Euro etc.) they should consider the currency exchange to Canadian Dollars.
- iii. Bidders are encouraged to submit multiple options as per "ALTERNATES/OPTIONS" as per "BIDDER INNOVATION AND ALTERNATIVES/OPTIONS" below.

1. MICROBREWERY SYSTEM

- 1.1. At a minimum, we require a 2 hL system consisting of a brew-house with mash/lauter tun and kettle
 - 1.1.1. 1 @ 200 L Mash/lauter tun hot liquor tank) Steam heated with temperature controlled
 - 1.1.2. 1 @ 200 L Kettle/whirlpool tank Steam heated with temperature controlled
 - 1.1.3. 1 @ 200 L Hot liquor tank
- 1.2. Plate heat exchanger + pump Sized For Brewhouse
- 1.3. 3 @ 200 L Fermenter with glycol jackets & standard fittings
- 1.4. 4 @ 200 L bright beer tanks with glycol jackets & standard fittings
- 1.5. 1 @ Roller Mill sized for brewhouse (~80-150 kg/h)
- 1.6. 1 @ portable clean-in-place (CIP) unit

2. SHIPPING

Shipping is required as soon as possible, following the award of the Tender. Bidders shall state their earliest firm delivery schedule, in weeks, in the online forms provided. Shipping will be to:

Dalhousie University, PEAS Dept. Sexton Receiving, Room D-118
1360 Barrington St. Halifax, NS B3H 4R2

3. OPTIONAL ITEMS

- | | | | |
|-----|--|-----|----------------------|
| 3.1 | Setup | 3.3 | Extra hoses |
| 3.2 | A bottling/capper unit would also be desirable | 3.4 | Pumps |
| | | 3.5 | Gaskets and fittings |

4. BIDDER INNOVATION AND ALTERNATIVES/OPTIONS

- 4.1 The University encourages Bidder innovation. If a Bidder offers goods or services different than those specified in the Tender, and, these may be of advantage to the University, Bidders are strongly encouraged to submit as many of these alternatives as they see fit.
- 4.2 The original response is to be completed to represent the requirements and specifications identified in the Tender Documents. Alternative(s) or option(s) must be clearly distinguished and identified with the words "Alternate/Option A" or "Alternate/Option B" etc.



Procurement Department, Dalhousie University
MacDonald Building, Room 101
6300 Coburg Road
Halifax, NS, Canada B3H 4R2

Preview of the online Bidding System Forms

Bid Opportunity: DAL2016-130 - Supply of a Microbrewery System

Closing Date: December 19, 2016 4:00 PM

PREVIEW
YOU MUST BE A REGISTERED PLAN TAKER TO
DOWNLOAD AN UNMARKED VERSION OF THIS FILE

Specifications

Bid Response Questions

Line Item	Question	Response
1	Please provide the type of steel that system is composed of?	
2	Identify who will provide warranty service and the turnaround time of service requests. Provide an explanation of the warranty regarding what is covered and for how long regarding parts and labour.	
3	What is the anticipated delivery time when we order parts?	
4	Bidders are to identify firm and realistic delivery dates.	
5	Bidders are to identify how they comply with CSA or approved equivalent or Dalhousie approved.	

Product Review Form

Complete this table to assist in the evaluation.

Product Description	Product Review Details *	Comments
1.1. At a minimum, we require a 2 hL system consisting of a brew-house with mash/lauter tun and kettle	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.1.1. 1 @ 200 L Mash/lauter tun hot liquor tank) Steam heated with temperature controlled	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.1.2. 1 @ 200 L Kettle/whirlpool tank Steam heated with temperature controlled	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.1.3. 1 @ 200 L Hot liquor tank	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.2. Plate heat exchanger + pump Sized For Brewhouse	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.3. 3 @ 200 L Fermenter with glycol jackets & standard fittings	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.4. 4 @ 200 L bright beer tanks with glycol jackets & standard fittings	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.5. 1 @ Roller Mill sized for brewhouse (~80-150 kg/h)	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
1.6. 1 @ portable clean-in-place (CIP) unit	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	

Safety/Energy Standards

Safety/Energy Standards	Provide Details *	Comments
Applicable Standards	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
CSA or approved equivalent or Dalhousie approved. Provide details with Tender submission. All products must have the certification mark directly on the product	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	
Energy Star - Rated	<input type="radio"/> Exceeds <input type="radio"/> Meets <input type="radio"/> Does Not Meet	

Schedule of Prices

* Denotes a "MANDATORY" field.

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Pricing Table

All items as per Requirements

Line Item	Description	Qty	Manufacture-Model# *	Type of Steel *	Unit Price *	Total Price	Price Valid For *	Delivery In Weeks *
1	Microbrewery System as per Requirements	1						
2	Shipping (FOB Dalhousie, Offloaded & Placed, Prepaid & Charged, *Dalhousie reserves the right to ship through alternative methods)	1						
Subtotal Contract Amount:								

All prices shall Exclude Harmonized Sales Tax (HST)

3. Optional Items

We will not be submitting for 3. Optional Items

Description	Qty	Unit Price	Total Price	Line Item Details-Years of Coverage	Line Item Pricing Valid for
3.1 Setup					
3.2 A bottling/capper unit would also be desirable					
3.3 Extra hoses					
3.4 Pumps					
3.5 Gaskets and fittings					
Optional Extended Warranty					
Optional Extended Warranty					
Optional Extended Warranty					
Optional Extended Warranty					

All prices shall Exclude Harmonized Sales Tax (HST)

Summary Table

Bid Form	Amount
Pricing Table	
Total Contract Amount:	

All references stated shall be for the same or similar scope as the one described in this Bid.

For newly formed business entity including, corporations, partnerships and sole proprietors or a Contractor teaming arrangement you shall state below in the Client Column that you were not the "Contractor" for the named project and should state whose past experience on the named project is relevant to that reference.

References

Bidders shall provide three corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Tender, provide that information, along with the name and telephone number of a contact person. The University reserves the right to contact references without prior consent of the Bidder.

Line Item	Previous Scope & Product Supplied	Age/Date of Sale	Contact/Telephone
1			
2			
3			

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

Upload any further Product Information and Detailed Company Quotation Showing all Components of System

- Additional Product Information (optional)

Addenda, Terms and Conditions

TERMS AND CONDITIONS OF BIDDING

GENERAL

- 1.1. The Bidder declares that the Tender is not made in connection with any other Bidder submitting a Tender for the same goods or services and is in all respects fair and without collusion or fraud.
- 1.2. The Bidder represents that it does not discriminate based upon race, color, religion, sex, marital status, age, national origin, or disability.
- 1.3. It is the responsibility of the Bidder to ensure that no representative extends entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculty or Departments. Bidders shall report to the Director, Procurement, any attempt to obtain such favours. Furthermore, Bidders shall disclose if any University employee is involved with the Bidder's company in any way.
- 1.4. All documents, information, requirements, specifications, tracings, or attachments provided by the University and pertaining to this Bid Document remain the property of the University and shall be treated in strict confidence by the Bidder. No part of this Bid Document may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University.
- 1.5. The submission of a Tender shall be deemed proof that the Bidder is satisfied as to all provisions of the Bid Document. The University will not entertain claims based on assertion by the Bidder that it was uninformed or unaware of requirements and specifications, terms or conditions, and addenda.
- 1.6. All Tenders shall be in enough detail to allow the University to determine the Bidder's position from the documents received. The University may refuse to consider any Tender that does not include documentation or other information specified in the Tender Bid Document.
- 1.7. Bidders are advised that no commitment shall exist until such time as the successful Bidder receives official written notice from the University.
- 1.8. The University reserves the right to cancel the Tender process at any time. In the event of any such cancellation, the University shall not be obligated to pay any costs, damages or claims of any type or kind to any Bidder or potential Bidder.
- 1.9. The successful Bidder shall agree to all University Terms and Conditions of Purchase Order.

TERMS AND CONDITIONS OF PURCHASE ORDER

1. *Unless waived or otherwise agreed in writing by the University*, this Purchase Order and its terms and conditions shall not be altered, amended, varied, or modified. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind the University in any way. In the event that the terms and conditions of this Purchase Order are in conflict with, or differ from, the Supplier's terms and conditions, the terms and conditions of this Purchase Order shall prevail.
2. All documents, information, specifications, blueprints, tracings, or attachments provided by the University and pertaining to this Purchase Order must be treated in strict confidence by the Supplier and must not be transmitted to, or discussed with, a third party, nor reproductions made thereof, without prior written authorization of the University.
3. Unless otherwise specified, all shipments shall be delivered FOB destination, offloaded and installed (where specified), freight prepaid and included. It is the Supplier's responsibility to arrange full and complete protection of all shipments to the University. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the University. All packaging must adequately protect the goods given their specific nature. The Supplier shall ensure that University's property is kept clean of any rubbish or surplus materials resulting from the supply of goods or services. Title to goods, and the risk of loss or damage to such goods, shall transfer from the Supplier to the University upon delivery of the goods to, and acceptance of them by, the University.
4. The Supplier guarantees that goods or services will be delivered in accordance with the specification, drawing, sample, or quotation referenced or attached hereto, and agrees that this guarantee shall survive acceptance of goods or services by the University. Goods or services delivered which are not in accordance with this condition may be returned to the Supplier, or rectified by the Supplier, at the Supplier's expense, at the option of the University.
5. In the event of the Supplier's failure to deliver as and when specified, the University may cancel this Purchase Order in whole or in part without prejudice to other rights and remedies, and may return part or all of any shipment at the Supplier's expense.
6. Payments will be made in Canadian funds unless otherwise stated on this Purchase Order. Where applicable, the dates and amounts of cash discounts shall be established by receipt of correct invoice or correct material according to the terms of the Purchase Order, whichever is later.

7. Where applicable, the University may withhold any and all payments due under this Purchase Order until the Supplier furnishes a statutory declaration as provided by a notary public stating that all invoices for labour and material provided to the Supplier relating to this Purchase Order have been paid in full.
8. Regardless of payment, all goods and services shall be subject to inspection and approval by the University without limitation as to time. The University may reject the goods and/or services, in whole or in part, and/or terminate the Purchase Order if, in the opinion of the University, the goods and/or services, in whole or in part, are unsatisfactory, non-conforming to Purchase Order specifications, or if the Supplier has breached any term or condition of this Purchase Order.
- 8.1 In the case of rejected goods, the University may either return the goods to the Supplier at the Supplier's risk and expense, or, advise the Supplier to remove the rejected goods, at the Supplier's risk and expense, whereupon any responsibility of the University with respect to the rejected goods shall absolutely cease.
- 8.2 In the case of rejected services, the University may either require the Supplier to re-perform the services at the Supplier's expense, or terminate the Purchase Order without payment and obtain the services from another source, at the Supplier's expense.
9. In addition to the University's rights at law and any Supplier warranties, and regardless of payment, the Supplier shall, at its own expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of faulty manufacture, design, material or workmanship for a minimum period of one (1) year (unless otherwise specified) from:
- 9.1 The date of acceptance of work and/or materials in the event such goods and services are purchased for the University's use; or,
- 9.2 The date of the acceptance by the University of the Entire Project for the purposes of which the University ordered the goods and services covered by this Purchase Order.
- 9.3 Specific warranties relating to goods or equipment shall survive this clause. The Supplier warrants that the goods or services covered by this Purchase Order are fit and safe for the purpose or use for which they are intended.
10. The Supplier warrants and agrees that it has complied, and will continue to comply, with all applicable Workers' Compensation and Employment Insurance Laws in the Province of Nova Scotia, and all other applicable laws, codes, regulations, rules and orders. The Supplier agrees to indemnify the University and save the University harmless if the Supplier fails to comply with the foregoing and, in the event of such failure, the University may cancel this Purchase Order without penalty. The Supplier further warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.
11. Where work is performed on University premises, or is performed at other premises on behalf of the University, the Supplier may be required to provide proof satisfactory to the University that the Supplier has valid subsisting public liability and property damage insurance, and owned and non-owned automobile insurance, showing the types of coverage, and the amounts and the effective dates of the insurance, which shall not be less than \$2,000,000 (two million dollars) combined limit each accident or occurrence for bodily injury and property damage inclusive limits. Where the work to be performed warrants it, the University may require that the Supplier's liability insurance include the University as an Insured with respect to work performed by, or on behalf of, the Supplier.
12. Dangerous goods shall be shipped in compliance with all applicable environmental laws, rules, regulations and procedures. For all goods or materials subject to Workplace Hazardous Material Information System (WHMIS) legislation, Material Safety Data Sheets shall accompany the goods, and all applicable packaging shall bear the appropriate WHMIS labels.
13. The Supplier agrees to indemnify and hold harmless, the University, its Board of Governors, Senate, employees, students, servants and/or agents from and against all loss or expense by reason of the liability imposed by law upon the University, its Board of Governors, Senate, employees, students, servants, and/or agents, for damage, injury or expense because of bodily injury, including death, at any time resulting from, or sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Purchase Order due to negligent or wrongful acts or omissions of the Supplier. The Supplier further agrees to indemnify and hold harmless the University, its Board of Governors, Senate, employees, students, servants, and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence or wrongful acts or omissions of the Supplier, its employees and other persons for whom the Supplier is in law responsible.
14. The Supplier shall pay all royalties and patent license fees required for the performance of this Purchase Order, and at the Supplier's own expense, defend all suits and proceedings against the University and indemnify the University against any award of damages, demands, losses, charges or costs made against the University if such suits or proceedings are based on any claim that any of the products or services supplied constitute an infringement of a patent by the Supplier. If any of the goods or services constitutes an infringement of patent and its use is enjoyed, the Supplier shall, at the Supplier's own expense, procure for the University, the right to continue using the product or service, replace or modify the product or service so it becomes non-infringing and meets the needs of the University, or pay the University for loss of use of the product or service.
15. It is the responsibility of the Supplier to ensure that no representative of the Supplier will extend entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculties or Departments. The Supplier shall report to the Director, Procurement, any attempt to obtain such favours. Further, the Supplier shall disclose if any University employee is involved with the Supplier's company in any way.

16. Fire, flood, explosion, strikes, lock-out, epidemic, accident, shortage of transportation, or other causes beyond the reasonable control of the University or the Supplier, which prevent the Supplier from delivering or the University from receiving and/or using any of the items covered by this Purchase Order, shall operate to suspend deliveries during the period required to remove such cause, subject however, to the University's right to cancel any such delayed order.

17. The Supplier shall not assign or sub-contract its interest in this Purchase Order without the prior written consent of the University. The Terms and Conditions of this Purchase Order shall survive any assignment, and shall not relieve the Supplier of its contractual obligations.

18. The law applicable to this Purchase Order shall be the law in the Province of Nova Scotia, an appeal to the Supreme Court of Canada excepted. The agreement between the parties shall be binding upon them and their successors, executors and administrators.

19. Time shall be of the essence in the performance of this Purchase Order.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		