



Halifax Harbour Bridges

Halifax-Dartmouth Bridge Commission
(Halifax Harbour Bridges)

Halifax Harbour Bridges

Windows Server and SQL Server Licenses

Tender number: T2022 - AI

Tender Closes Day: Tuesday August 16, 2022
Tender Closes Time: 11:00 AM Atlantic (ADT) (GMT: -3 hours)

Contents

1.0 INSTRUCTIONS TO TENDERERS.....	3
1.1 PROJECT NAME	3
1.2 ADDRESS AND DEADLINE	3
1.3 LATE TENDERS	3
1.4 OWNER	3
1.5 COMPLETION	3
1.6 EXECUTION OF TENDER	3
1.7 MODIFICATIONS TO TENDERS	3
1.8 TENDER ACCEPTANCE	4
1.9 PERIOD OF VALIDITY	5
1.10 DISCREPANCIES.....	5
1.11 QUESTION DEADLINE	5
1.12 HARMONIZED SALES TAX (HST).....	5
1.13 PUBLIC INFORMATION	6
1.14 CLAIMS FOR COMPENSATION	6
1.15 PAYMENT TERMS.....	6
2.0 STATEMENT OF REQUIREMENTS	6
2.1 SUMMARY	6
2.2 BREAKDOWN OF COST	7
3.0 APPENDIX A – Acknowledgement & Authorization Form	8

1.0 INSTRUCTIONS TO TENDERERS

1.1 PROJECT NAME

Tenders will be received for the following Project at or before the tender closing deadline: Windows Server and SQL Server Licenses, T2022-AI.

1.2 ADDRESS AND DEADLINE

Electronic copy of Tender shall be submitted via email to **dgreenfield@hdbc.ns.ca** before Tuesday August 16, 2022, 11:00 AM Atlantic (ADT) GMT: -3 hours.

DUE TO COVID 19, SUBMISSIONS WILL BE ONLY BE ACCEPTED VIA EMAIL UP UNTIL SPECIFIED CLOSING DATE AND TIME

1.3 LATE TENDERS

Any Tender received after the above deadline will be returned unopened to the Tenderer.

1.4 OWNER

The Owner for this Project is:

Halifax-Dartmouth Bridge Commission (doing business as Halifax Harbour Bridges or HHB)

125 Wyse Road, Dartmouth, NS, B2Y 3Y2, P.O. Box 40

1.5 COMPLETION

Tenders shall be complete in every respect, and all required information shall be provided. Tenders that contain an omission, error, limitation or irregularity may be rejected at the sole discretion of HHB. All writing shall be in ink by hand or printer, except that signatures shall be in ink by hand.

1.6 EXECUTION OF TENDER

Tenders submitted by a corporation shall be signed by authorized officers and sealed. Tenders submitted by an individual shall be signed under seal. Tenders submitted by a joint venture shall be signed by each authorized partner of the joint venture under seal. Each partner shall further undertake that if the Tender is accepted they will jointly and severally be bound to discharge the duties, obligations and responsibilities of the Contract.

DUE TO COVID 19, SUBMISSIONS WILL BE ONLY BE ACCEPTED VIA EMAIL UP UNTIL SPECIFIED CLOSING DATE AND TIME

1.7 MODIFICATIONS TO TENDERS

Verball, telephone, facsimile, e-mail or other modifications to the Tenders will not be accepted.

1.8 TENDER ACCEPTANCE

- 1.8.1 The lowest or any Tender may not be accepted. HHB reserves the right to waive any informality in a Tender.
- 1.8.2 HHB reserves the right to accept the tender which it deems to have the best value for HHB, and also reserves the right to reject any or all tenders, in each case without notice.
- 1.8.3 HHB shall have the unqualified right to reject any or all Tenders, including the lowest Tender, and to award the contract to whomsoever HHB, in its sole, absolute and unfettered discretion, deems appropriate, whether that Tender complies with the requirements of the bid documents or not.
- 1.8.4 Without limiting the generality of the foregoing, HHB shall have the right, in its sole, absolute and unfettered discretion, to accept or reject any Tender that does not completely comply with the terms of the Tender documents, including Tenders that
- a) are ambiguous or incomplete,
 - b) have erasures, corrections,
 - c) contain interlineations, exceptions, exclusions or variations,
 - d) omit one or more prices,
 - e) are unbalanced,
 - f) are not filed in time.
- 1.8.5 HHB will evaluate the Tender and award the contract using whatever criteria which it, in its sole, absolute and unfettered discretion, deems appropriate at the time and without limiting the generality of the foregoing HHB may consider the following:
- a) the expected total cost of the contract,
 - b) the Tenderer's reputation and that of its principals, employees and subcontractors,
 - c) the claims history of the Tenderer,
 - d) the qualifications and experience of the Tenderer and its employees, site-superintendent/foreman, workers, agents and subcontractors,
 - e) the safety record of the Tenderer and its employees, site-superintendent /foreman, workers, agents and subcontractors
- 1.8.6 Should HHB not receive any Tender that it, in its sole, absolute and unfettered discretion, deems satisfactory, it shall have the right to cancel the tender call and issue a new invitation to tender on terms the same or different from the previous invitation to tender, to invite proposals to do

the work from any party, or to negotiate a contract for the performance of the whole or any part of the work with anyone whomsoever, including any one or more of the Tenderers.

1.8.7 HHB shall have the unqualified right to negotiate with any Tenderer in its sole, absolute and unfettered discretion regarding any aspect of a Tender.

1.8.8 HHB, its officers, directors, employees and agents shall not be liable in any circumstances whatsoever for any costs or damage arising directly or indirectly in connection with the preparation, submission or evaluation of a Tender. By submitting a Tender, a Tenderer acknowledges and agrees that it shall have no claim against HHB, its officers, directors, employees or agents for any costs or damage, and absolutely waives any right or cause of action by reason of HHB's failure to accept this Tender, whether such right or cause of action arises in contract, negligence, bad faith or otherwise.

1.9 PERIOD OF VALIDITY

Tenders shall be irrevocable for a period of 60 days from the Tender deadline date or the extended deadline date.

1.10 DISCREPANCIES

Tenderers finding discrepancies or omissions in the specifications, drawings, or other Contract Documents, or having any doubt as to the meaning or intent of any part thereof, shall notify HHB immediately. HHB will send written instructions, addenda, or explanations to all Tenderers. Neither HHB nor the Administrator will be responsible for oral responses or instructions. Addenda, bulletins or corrections issued during the time of bidding shall be covered in the Tender and shall become a part of the Contract Documents.

1.11 QUESTION DEADLINE

Any questions or request for clarification from Tenderers shall be in writing not less than Three (3) days before the Tender Deadline. Any clarifications will result in an addenda to be issued. HHB staff no longer maintains / have knowledge of who has downloaded opportunities. Addenda's will be posted at:

<http://www.novascotia.ca/tenders/tenders/ns-tenders.aspx>

Proponents must monitor the Nova Scotia Government Tenders Website for any addenda that may be issued. Questions and clarifications shall be directed to David Greenfield.

E-mail: dgreenfield@hdbc.ns.ca

1.12 HARMONIZED SALES TAX (HST)

All individual and lump sum prices proposed for any services of goods shall **exclude** all taxes. The amount of Harmonized Sales Tax for HHB is 15% that will be added during any procurement of service of goods but for tender comparisons and transparency is not to be included within the breakdown of costs table below. Tenderers shall familiarize themselves with Nova Scotia and Canadian tax matters.

1.13 PUBLIC INFORMATION

Tenderers are responsible for familiarizing themselves with all pertinent Canadian and Nova Scotia public document laws and statutes. The Tenders may be subject to public information access.

1.14 CLAIMS FOR COMPENSATION

Except as expressly and specifically permitted in these Instructions to Tenderers, no Tenderer shall have any claim for any compensation of any kind whatsoever because of participating in this request for Tenders and by submitting a Tender, each Tenderer shall be deemed to have agreed that it has no claim.

1.15 PAYMENT TERMS

HHB will make payment net 30 days for 100% of the total order value (including any applicable taxes) on delivery of the product.

2.0 STATEMENT OF REQUIREMENTS

2.1 SUMMARY

Halifax Harbour Bridges (HHB) is seeking proposals with price and delivery schedule to supply Microsoft Windows Server 2022 Datacenter and Microsoft SQL Server 2019 Standard licenses.

HHB is a Nova Scotia Crown corporation created in 1950 by provincial statute and therefore qualifies for **Microsoft Open License for Government**

Below are the specifications.

- All licenses will be attached to the "HALIFAX-DARTMOUTH BRIDGE COMMISSION" Microsoft Volume Licenses account.
- Microsoft Windows Server 2022 Datacenter.
- Microsoft SQL Server 2019 Standard licenses.

2.2 BREAKDOWN OF COST

Specific quantities camera specifications are provided in the table:

QTY	Product Code	Description	Unit Price (CAD) Exclude Tax	Cost (CAD) Exclude Tax
40	Microsoft Windows Server 2022 Datacenter - Government License	<ul style="list-style-type: none">• Microsoft Windows Server 2022 - Datacenter• License - 2 cores <i>Note: Requirement is a total of 80 Cores</i>		
6	Microsoft 2019 SQL Server - Government License	<ul style="list-style-type: none">• Microsoft SQL Server 2019 - Standard• License-2 cores <i>Note: Requirement is a total of 12 Cores</i>		
Total Cost in CAD				\$

3.0 APPENDIX A – Acknowledgement & Authorization Form

T2022-AI Windows Server and SQL Server Licenses

The undersigned hereby acknowledges that as an officer of the stated corporation, has read and understands the specifications, requirements, and proposed agreement regarding the supply and delivery of **Windows Server and SQL Server Licenses**. The undersigned further acknowledges that the Proponent’s proposed product, equipment, materials, and services fully meet or exceed those as specified in HHB’s tender. Additionally, the Proponent agrees that all its proposal documents and responses to the aforementioned tender will, at the option of HHB become a legally binding and essential portion of the final contract between the successful Proponent and HHB.

Company Name: _____

Signature: _____

Name: _____

Title: _____

Phone No.: _____ Fax No: _____

Email: _____

Tender Contact Name (if different from above): _____

Title: _____

Phone No.: _____ Fax No: _____

Email: _____

E-mail will be the preferred mode of communication for additional information to be exchanged with Proponents.