

# PLANNING & DEVELOPMENT

## REQUEST FOR STANDING OFFER

Demolition Services  
RFSO50128

Release date: June 1, 2016

Submissions will be received up to  
3:00:00 pm local time on Tuesday, June 21, 2016

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: (902) 883-7098, Ext 232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
**We live it!**

# Contents

1.	INSTRUCTIONS TO BIDDERS .....	4
1.1.	Introduction .....	4
1.2.	Definitions .....	4
1.3.	Deadline to Submit Standing Offer Rates .....	4
1.4.	Standing Offer Submission .....	5
1.5.	Inquiries .....	5
1.6.	Opening .....	5
1.7.	Reservation of Rights (Privilege Clause).....	5
1.8.	Notification of Acceptance .....	8
1.9.	Standing Offer Validity .....	8
1.10.	Cost and Rates .....	8
1.11.	Standing Offer Requirements .....	9
1.12.	Evaluation Criteria: Setting a Standing Offer.....	10
1.13.	Confidential Information of East Hants.....	11
1.14.	<b>Confidential Information of Proponent</b> .....	11
	Appendix A - Standing Offer Form.....	12
	Appendix B - Bidder Information .....	15
	Appendix C - Safety Questionnaire.....	17
	SCHEDULE A: STANDING OFFER DESCRIPTION .....	19
	GENERAL .....	19
	THE SERVICES .....	19
	QUALIFYING FOR THE STANDING OFFER.....	22
	USING A STANDING OFFER .....	23
	QUALITY .....	23
	RESPONSE TIME & DURATION .....	24



DISPOSAL .....	24
The Qualified Bidder may not resell any materials obtained during the demolition process.....	24
EQUIPMENT AND MATERIALS .....	24
RATES .....	25
SAFETY .....	25
PERFORMANCE .....	26
INSURANCE .....	26
INSTRUCTIONS.....	28
RESPONSIBILITY FOR DAMAGE .....	28
GENERAL CONDITIONS .....	28
REVOCABILITY & TERM .....	29



# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants), from time to time, requires the services of a company or companies to provide services to demolish unsightly premises (Services). East Hants wishes to establish, with one or more qualified Vendors, a Standing Offer for two years, with the option to renew for one additional year, to provide such Services. Vendors are invited to review the general scope of Services included as Schedule A and, if interested, they are encouraged to submit a schedule of rates as described in Appendix A.
- 1.1.2. This Request for Standing Offer (RFSO) is not a contract. East Hants does not bind itself to any Vendor or Bidder, nor does East Hants commit to pay any fees or costs related to Services not yet performed. East Hants does not imply and shall not commit to any Vendor or Bidder that there will be any minimum use of the proposed Services.
- 1.1.3. As and when Services are required East Hants may, at its sole discretion, request Services from any Qualified Bidder under this Standing Offer. East Hants may use the Services of the Qualified Bidder that best suits, in East Hants's opinion, the circumstances.
- 1.1.4. The method of contracting for these Services, if any are required, will be Purchase Order, credit card or other contract form acceptable to East Hants, drawn against the rates specified in the Qualified Bidder's response.

## 1.2. Definitions

- 1.2.1. **Bidder:** An individual or company who submits Standing Offer rates and any associated qualification information.
- 1.2.2. **Qualified Bidder(s):** a Bidder who has the qualifications, in East Hants's sole opinion, sufficient to perform the Services and whose rates are included in the Standing Offer.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Services, but who has not yet met the qualifications specified by East Hants.
- 1.2.4. **Independent Contractor:** a Qualified Bidder, as defined in this RFSO, is considered to be an Independent Contractor, not an employee of East Hants.

## 1.3. Deadline to Submit Standing Offer Rates

- 1.3.1. Submissions will be received up to 3:00:00 pm local time on Tuesday, June 21, 2016 at the address listed below:

Civic: Municipality of East Hants  
Lloyd E. Matheson Centre  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Mail: Municipality of East Hants  
230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Mike Hatfield, RFSO50128

- 1.3.2. Standing Offers must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to

confirm receipt prior to the stated Standing Offer Deadline. Please allow sufficient time to be served by staff.

#### 1.4. Standing Offer Submission

- 1.4.1. Bidders shall submit their Standing Offer in original copy, signed by a principle of the company authorized to do so.
- 1.4.2. The Standing Offer response shall be sealed in an envelope and shall be labeled:  
  
"RFSO50128 - Demolition Services"
- 1.4.3. When sending by courier or other means where the label may be obscured, ensure the Competition Number is visible on the outer packaging.

#### 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this RFSO shall be in writing, preferably by email, to the attention of:  
  
Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)
- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquires will be accepted up until five (5) business days prior to the Standing Offer Deadline.
- 1.5.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

#### 1.6. Opening

- 1.6.1. East Hants will proceed with private openings for this RFSO. Bidders will be advised of their status with respect to the Standing Offer once a determination has been made.

#### 1.7. Reservation of Rights (Privilege Clause)

- 1.7.1. East Hants reserves the right to reject any or all Standing Offer submissions.
- 1.7.2. All Standing Offer submissions become the property of East Hants once submitted.
- 1.7.3. Late submissions will be rejected and will be returned unopened. Faxed submissions will not be accepted. Incomplete submissions may be rejected.
- 1.7.4. Emailed submissions will be accepted; however it remains the responsibility of the Bidder to ensure electronic submissions are received on time. East Hants will not accept any responsibility for an email transmission which fails to reach their intended recipient for any reason, including, without

limitation, reasons related to East Hants' firewall, email or operations systems, or recipient email availability.

- 1.7.5. Any submission that does not include all of the information required in this RFSO will be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may use to evaluate the Standing Offer.
- 1.7.6. This document and Request for Standing Offer process does not constitute a call for Tenders.
- 1.7.7. Bidders undertake any expenditure related to the submission of a Standing Offer at their own risk.
- 1.7.8. This RFSO neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.7.9. East Hants may include evaluation criteria within this RFSO document to be used as a guideline for Bidders. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of East Hants. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the submissions received and the needs of East Hants.
- 1.7.10. East Hants reserves the right to reject all or any Standing Offers, and to not accept the lowest Standing Offer. East Hants may accept any Standing Offer or any portion of any Standing Offer that may be considered to be in the best interests of East Hants.
- 1.7.11. The right is also reserved to waive formality, informality or technicality in any RFSO. This includes the right to accept a Standing Offer that is not strictly compliant with the instructions in the RFSO document.
- 1.7.12. East Hants reserves the right to amend this RFSO document at any time before the RFSO's closing date and will issue an addendum in the event of a change.
- 1.7.13. East Hants reserves the right to negotiate, after the RFSO Submission Deadline, with any Bidder for services and to finalize service arrangements in the best interests of East Hants.
- 1.7.14. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFSO.
- 1.7.15. East Hants reserves the right to interpret any and all aspects of this RFSO as may be most favorable to East Hants.
- 1.7.16. In submitting a Standing Offer, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same
- 1.7.17. Should a Bidder find any discrepancies, errors, or omissions in this RFSO, or if a Bidder is unsure as to the meaning of anything in this RFSO, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 1.7.18. The Bidder is responsible for all costs associated with preparing and submitting their Standing Offer submission. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the submission.

- 1.7.19. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Standing Offer and before the deadline for questions has passed.
- 1.7.20. East Hants may cancel the RFSO process at any time, for any reason, in its sole discretion. In the event that an RFSO process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Vendor or Bidder.
- 1.7.21. In providing a Standing Offer, the Bidder warrants that their Standing Offer submission is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Standing Offer is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Bidders must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFSO process.
- 1.7.22. To qualify for award for Services under this Standing Offer, a Bidder must be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. **The Bidder is required to provide a Clearance Letter with their response.**
- 1.7.23. Bidders shall indemnify and hold harmless East Hants of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Bidder, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of the preparation of their Standing Offer submission or in the course of delivering the Services.
- 1.7.24. Bidders are advised that no commitment to purchase Services shall exist until a Qualified Bidder is advised by East Hants, in writing, of a requirement for Services. If the Services are required, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.7.25. East Hants does not bind itself to accept any Standing Offer, but may accept any Standing Offer, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFSO or in such Bidder's submission. East Hants may:
- reject any or all of the Standing Offer submissions;
  - accept any Standing Offer submission;
  - if only one Standing Offer submission is received, choose to accept or reject it;
  - not to accept the lowest Standing Offer rate submission; or
  - alter the schedule, RFSO process, or any other aspect of the RFSO, as it may determine in its sole and absolute discretion.
- 1.7.26. This RFSO process and any resulting procurement will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#) and the terms and conditions noted herein, including the General Conditions specified in Schedule A. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.

- 1.7.27. The Bidder, if offered Services under this Standing Offer, shall abide by the terms and conditions specified in Schedule A.
- 1.7.28. Submitting a Standing Offer shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFSO. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFSO.

#### 1.8. Notification of Acceptance

- 1.8.1. Only parties who have submitted a Bid will be notified of the results of the RFSO once a determination of acceptance has been made.

#### 1.9. Standing Offer Validity

- 1.9.1. Standing Offer rates shall remain valid, subject to the revocability and performance conditions specified in Schedule A, for a period of two years beginning July 1, 2016. East Hants has the option to renew for one additional one year period if mutually agreed upon in writing between the parties.
- 1.9.2. East Hants reserves the right to disclose and extend the use of Rates under this Standing Offer to any other public entity, including the province of Nova Scotia, other MASH (Municipalities, Academic Institutions, School Boards and Hospitals) entities and any entity for which East Hants may be or become responsible (Firehalls). Such entities will be responsible to remit payment for any use of such Services directly to provider.

#### 1.10. Cost and Rates

- 1.10.1. The hourly and other Rates provided in the Standing Offer submission must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. The Rates provided by the Bidder must be inclusive of all of the costs related to the supply of Services and for which the Bidder expects to be reimbursed should the Standing Offer be activated, **except HST**. Without limitation, the Rates must include:
  - 1.10.2.1. All costs related to operating the equipment including, without limitation, overhead and profit, loading and handling, travel time and delivering of the equipment to the site specified by East Hants, unloading, set up time (if required), placement and activities related to preparing to deliver the Services;
  - 1.10.2.2. All costs related to training of operators and the maintenance, fueling, purchase or lease, or other costs related to the ownership or use of the equipment;
  - 1.10.2.3. Such labour as will be required to operate the equipment or otherwise provide the Services in a safe, competent, and professional manner and sufficient to complete the Services in a timely fashion; and
  - 1.10.2.4. Any other costs related to the performance of the Services for which the Bidder expects to be reimbursed.
- 1.10.3. If the equipment requires specialized transportation where the cost to complete such transportation is different than the Rate for the equipment being transported, please list the transportation as a separate equipment line item.





## 1.11. Standing Offer Requirements

- 1.11.1. The Services considered under this Standing Offer are described in Schedule A, Description of Standing Offer. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support or after sales service it expects from a Bidder. Further, we have specified how we expect to administer the Standing Offer.
- 1.11.2. Provide a brief written overview of your company which states the various services you offer, how long you have been in business, why you think your company would be good at completing these types of Services. Be sure to include the following:
  - 1.11.2.1. References from companies where you've done demolition work for (preferably at least three - do not use East Hants);
  - 1.11.2.2. Overview of experience providing Demolition Services, including work you may have done for the Municipality. If demolition is not your primary service, explain what is and how demolition services are compatible; and
  - 1.11.2.3. Description of how you ensure safety while providing Demolition Services, including environmental and worker safety with respect to hazardous materials, public safety with respect to access to the site and verification the site is clear, and safety generally with respect to hazard identification and mitigation;
  - 1.11.2.4. List of your staff and their qualifications and certifications; and
  - 1.11.2.5. Proof of any certifications you state above or in Appendix B.
- 1.11.3. Provide WCB Letter of Good Standing.
- 1.11.4. Provide a generic certificate of insurance (COI) demonstrating that your company will meet or exceed the minimum insurance requirements (talk to your broker). A final COI that shows you meet the insurance will be required after Qualification.
- 1.11.5. Bidders must complete and submit with their Standing Offer Appendix A, the Standing Offer Form, Appendix B, Bidder Information and Appendix C, the Safety Questionnaire.
- 1.11.6. In completing Appendix A, the Bidder will provide information for any equipment which they may intend to use to provide the Services, a list of job functions (labourer, supervisor) and the rates they will charge for this type of function and a list of mark-ups that they will apply to materials, rental and sub-contracted labour (if any).
  - 1.11.6.1. Some examples are provided. Bidders may add additional lines or use additional pages if required, up to and including the use of a separate list that follows the format described in Appendix A;
  - 1.11.6.2. If using additional lines or pages or a separate list, please indicate "see attached" or similar language in a field of the table or form section that will be provided separately;
  - 1.11.6.3. Do not leave tables, fields or sections blank unless you intend to do so; and

- 1.11.6.4. Be sure to sign Appendix A before submitting.
- 1.11.3 In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFSO. The Bidder may include any tables or attachments it feels will help clarify their Standing Offer above the minimums identified in the RFSO document.
- 1.11.4 If required in Schedule A, the Bidder must submit, with the Standing Offer response, their letter of good standing with Workers Compensation Board of Nova Scotia and proof of any insurance that may be required, typically general liability or auto insurance. For consideration of a Bidder for Standing Offer, the Bidder must already have WCB coverage and insurance in place.
- 1.11.5. Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or subcontractors will be used. All vendors and service providers shall be subject to approval by East Hants. Where subcontractors are used, any requirements herein which apply to the Qualified Bidder shall also be read to apply to the subcontractors named in the submission, including all submittals.
- 1.11.6. East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Standing Offer or from any Qualified Bidder, prior to acceptance.
- 1.11.7. The Qualified Bidder, if and when providing Services, must comply with the conditions included in Schedule A of this document. Inability or refusal to comply with these conditions may result in the Bidder being removed from the Standing Offer list of Qualified Bidders.
- 1.11.8. The repeated inability or unavailability to provide Services may be reason for disqualification for the Standing Offer.
- 1.11.9. The Bidder must indicate the periods which it considers normal working hours where their regular hourly rate will apply (e.g. Monday-Friday, 7:00AM to 5:00PM).
- 1.11.10. East Hants may require Services outside of regular hours. For this purpose, we have requested you include the applicable over-time that will apply outside of regular business hours. Please indicate when a double-time rate may apply (e.g. federal holidays, specific civic or provincial holidays).
- 1.12. **Evaluation Criteria: Setting a Standing Offer**
  - 1.12.1. East Hants has instituted a two-step review process for this Standing Offer evaluation. In order to proceed to the second step, a Bidder must:
    - 1.12.1.1. Be registered with Workers' Compensation Board of Nova Scotia and be in good standing, or, if not yet registered, have met the requirements stated herein;
    - 1.12.1.2. Have insurance of a type and in the amounts specified by East Hants and have provided proof of such coverage;
    - 1.12.1.3. Have a business registered and in good standing with the Registry of Joint Stocks of Nova Scotia; and
    - 1.12.1.4. If so specified in Appendix B as a mandatory qualification, be WCBNS Safety Certified.



1.12.2. In the second step, East Hants will review each Standing Offer submission and determine, in East Hants' sole opinion, if the Bidder is qualified to complete the Services. East Hants will base the qualification on the written overview of the company provided by the Bidder, the information collected in Appendix A, Appendix B and Appendix C, as well as any previous experience East Hants may have with the Bidder.

1.12.3. East Hants will notify all Bidders of the status once the process is complete.

1.12.4. The table(s) of Rates proposed by the Qualified Bidders will be recorded in the Standing Offer list.

#### **1.13. Confidential Information of East Hants**

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

1.13.1.1. is the sole property of East Hants and must be treated as confidential;

1.13.1.2. is not to be used for any purpose other than replying to this RFSO and the performance of any subsequent use under the Standing Offer;

1.13.1.3. must not be disclosed without prior written authorization from East Hants; and

1.13.1.4. must be returned by the Bidder to East Hants immediately upon the request of East Hants.

#### **1.14. Confidential Information of Proponent**

1.14.1. Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFSO may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their offers will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFSO process, including the evaluation of Standing Offers. Proponents are further advised that East Hants may make public the names of any or all Bidders and intends to publish the name of the Qualified Bidder(s). If a proponent has any questions about the collection and use of information pursuant to this RFSO, questions are to be submitted to the Procurement Officer.



## Appendix A - Standing Offer Form

Standing Offer submission completed by: \_\_\_\_\_  
(Print name)

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

24 Hour Contact Number: \_\_\_\_\_

The Bidder must complete the following sections to be submitted with their Standing Offer.

1. Receipt of the following addenda is hereby acknowledged:

Addendum: \_\_\_\_\_ dated: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Provide a list of equipment you would use to provide the Service and the associated Rates. Such Rates are inclusive of the labour necessary to operate the equipment (use additional pages if necessary). Capacity will be considered approximate.

Type of Equipment (Purpose, if unclear)	Model Year	Capacity	Manufacturer	Year 1	Year 2	Year 3 (if extended)
"Model #" Skid-Steer Loader for small jobs	2016	700lb	"Name Brand"			
"Model #" Medium Excavator with grapple, thumb and bucket attachments	2013	Op. Weight 25,000kg	"Name Brand"			

## 3. Rates for Personnel:

Description	Year 1	Year 2	Year 3 (if extended)
Labour Rate per Hour, per Labourer			
Supervisor per Hour, per Supervisor			

## 4. Other

Other	Percentage
Mark Up on materials and rentals (if any)	
Mark Up on subcontracted labour (if any)	

5. "Normal" Business Hours (describe the business hours when the regular hourly rates will apply, e.g. 8:30AM-4:30PM, Monday to Friday):

---

6. Describe the holidays when holiday hourly rates will apply (e.g. Christmas Day)?

---



---



## 7. Acknowledgement:

The Bidder hereby acknowledges that East Hants expects the Bidder to supply the Services described in Schedule A, when and if required, at the rates and percentages indicated in sections above, inclusive of, and without limitation, all fees, expenses or costs for which the Bidder may wish to be reimbursed, except HST. The Bidder understands that no contract shall exist between East Hants and the Qualified Bidder until such Services are requested, in writing, by East Hants.

Name of Firm submitting Standing Offer: \_\_\_\_\_

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title (Printed)

\_\_\_\_\_  
Date

Please review the RFSO document carefully to confirm you have met all of the requirements for the submission, including, without limitation, the correct number of copies and the labeling requirements. Please verify that all of the required schedules, sections and signatures have been completed before sealing the envelope.



## Appendix B - Bidder Information

### 1. Contact information for Bidder:

Name of Bidder Company	
Address	
Phone Number (Office)	
Fax Number	
Primary Project Contact Name	
Email Address for Primary Contact	
Cell Phone Number for Primary Contact	

### 2. References:

Provide references (three references preferred - do not use East Hants) for similar work completed by your company in the format illustrated below. If using subcontractors, please include three references for each subcontractor as well.

Location Work Performed	Client Name	Service Provided	Contact name	Contact Phone Number



## 3. Employee List

Employee name	Position	Years of Experience	Skilled Trade/ Certifications/Training

## 4. Qualifications:

MANDATORY	Qualification	Proof Included? (Yes or No)
	Registered with Workers' Compensation Board of Nova Scotia and in Good Standing	
	Commercial General Liability (CGL) coverage in the minimum of \$5Million (see Insurance section for additional requirements)	
	Business is Registered with Registry of Joint Stocks in Nova Scotia	
OPTIONAL	WCBNS Safety Certified?	





## Appendix C - Safety Questionnaire

### GENERAL INFORMATION

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### INSURANCE/WORKERS' COMPENSATION COVERAGE:

Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost to damages to and incidents involving third parties?

☐ Yes ☐ No

Is your company in good standing with the Workers' Compensation Board for the Province of Nova Scotia?

☐ Yes ☐ No

If no, please explain \_\_\_\_\_

### SAFETY PERFORMANCE:

Does your company have any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines?

☐ Yes ☐ No

If yes, please attach a note explaining the details, including current status or resolution.

### SAFETY PROGRAM:

Does your company have a written safety policy signed by management?

☐ Yes ☐ No

Does your company have written safety policies, procedures, and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibilities for managers, supervisors and workers?

☐ Yes ☐ No

How do you communicate your safety policies and procedures?

\_\_\_\_\_

How often do managers/principals/executive officers visit the work site? \_\_\_\_\_

Please explain how you conduct on-site inspections, including how often they are conducted, what they cover and who conducts them?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Does your company have a risk assessment procedure?

☐ Yes ☐ No

Does your company have a procedure for investigating incidents, accidents, and near misses?

☐ Yes ☐ No

The Contractor shall attach a list and contact information of all supervisors that will be used on site, as well as any safety coordinator or persons responsible for job safety.

Do you provide on the job training to all employees?

☐ Yes ☐ No

Please indicate how you inform your employees, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

---

---

Do you have a disciplinary policy in place for anyone committing health or safety violations?

☐ Yes ☐ No

Please describe:

---

---

---

Do you have a Joint Occupational Health and Safety Committee or Representative?

☐ Yes ☐ No

Do you have a preventative maintenance program for tools and machinery?

☐ Yes ☐ No

Please provide any other information relating to other programs or activities that demonstrate your company's safety conduct and in accordance with all health and safety requirements.

NOTE: PLEASE BE ADVISED THAT DURING THE TENDERING PROCESS OR AT ANY TIME DURING THE CONTRACTED WORK, MEH MAY REQUEST COPIES OF POLICIES, PROCEDURES, RECORDS, OR DOCUMENTATION OF PROOF FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.



## SCHEDULE A: STANDING OFFER DESCRIPTION

### GENERAL

The Municipality of East Hants (East Hants) may require, from time to time, the Services of a Vendor to demolish unsightly premises or other structures that they may identify. To this end, we have established a Standing Offer list featuring companies which are capable of providing such Services and the Rates associated with such Services. In submitting Rates for this Standing Offer, the Qualified Bidder agrees to have and to maintain, for the Term of the Offer, sufficient equipment, experienced personnel, capability and capacity to complete the Services in a timely and professional manner with limited disruption to the citizens of East Hants.

There is no guarantee that any such Services will be required and East Hants does not warrant or promise any payment for Services that are not performed. The Qualified Bidder, however, agrees to provide the Services, if they are requested, within specified time limits. Most of such Services will be able to be scheduled in advance, but occasionally the Qualified Bidder may be required to respond with minimal notice.

This Standing Offer is not a contract for Services. A contract will only exist between East Hants and a Qualified Bidder if East Hants requests specific services at a specific time, in writing. Any contract resulting from this Standing Offer will be subject to the conditions specified herein.

The Services, if so requested, will be performed by the Qualified Bidder at the Rates provided for in their Offer.

The Manager of Solid Waste for East Hants will oversee the Standing Offer and they, or a designate, will provide direction to the Qualified Bidder as to where and when to complete Services that may be requested. East Hants will rely on the expertise of the Qualified Bidder in how the work will be performed, but such work must be completed to the satisfaction of East Hants.

East Hants will request an estimate of materials and labour prior to starting the Services. The cost of preparing such estimates will be the responsibility of the Qualified Bidder.

Should there be site conditions or other unexpected situations which are found by the Qualified Bidder after work has commenced, the Qualified Bidder must inform East Hants immediately so such conditions may be assessed and so East Hants may provide guidance on how to proceed. Any increase in planned costs must be approved, in writing, by East Hants prior to such increased costs being incurred.

The Qualified Bidder must keep records each time Services are performed and each instance of use under the Standing Offer must be on a separate line item of the Qualified Bidder's invoice. Records of labour hours, copies of receipts for materials and other such records must be included as back up to the invoice. The records are subject to verification and/or audit by East Hants.

### THE SERVICES

#### Background:

East Hants has a Dangerous and Unsightly Premises Enforcement Bylaw that gives the Municipality the right to investigate premises and properties that may be dangerous or unsightly and to request an order from the courts to clean-up or demolish such premises. When an order has been issued, but the owner of the property cannot or will not act, the Municipality may proceed to demolish dangerous premises.

The meaning of Dangerous Unsightly has been defined in the Bylaw and is reproduced here for convenience. It means:



*“partly demolished, decayed, deteriorated or in a state of disrepair so as to be dangerous, unsightly or unhealthy, and includes property containing (i) ashes, junk, cleaning of yards or other rubbish or refuse or a derelict vehicle, vessel, item of equipment or machinery, or bodies of these or parts thereof, (ii) an accumulation of wood shavings, paper, sawdust, dry and inflammable grass or weeds or other combustible material, (iia) an accumulation or collection of materials or refuse that is stockpiled, hidden, or stored away and is dangerous, unsightly, unhealthy, or offensive to a person, or (iii) any other thing that is dangerous, unsightly, unhealthy or offensive to a person, and includes property, a building or structure (iv) that is in a ruinous or dilapidated condition, (v) the condition of which seriously depreciates the value of land or buildings in the vicinity, (vi) that is in such a state of non-repair as to be no longer suitable for human habitation or business purposes, (vii) that is an allurements to children who may play there to their danger, (viii) constituting a hazard to the health or safety of the public, (ix) that is unsightly in relation to neighbouring properties because the exterior finish of the building or structure is not maintained, or (x) that is a fire hazard to itself or to surrounding lands or buildings; (xi) that has been excavated or had fill placed on it in a manner that results in a hazard”*

The Qualified Bidder will not be required to make a determination of whether a premises or Property is unsightly or dangerous; they will be given specific instructions on what work be required at the time the Services are engaged.

In addition, East Hants occasionally obtains or is given properties which contain buildings or structures that must be demolished in order to re-use or sell the property.

#### Scope:

The scope of this Standing Offer relates to Services to demolish buildings or structures using a combination of different equipment . Once demolished (or during the process of demolishing if it makes more sense), the Qualified Bidder will be responsible to source-separate, where possible, the various building materials, transport them to the Waste Management Centre in Georgefield, NS and to dispose of them in the appropriate cell. The Qualified Bidder is further responsible to fill in, typically with fill already on the site, any foundation or depression left once the structure is removed. East Hants will discuss the specific requirements at the time the quotation is requested, but generally the intent is to make the area safe and relatively presentable.

The Qualified Bidder is not involved in the process of informing the owner of the property that the work will be completed, although they must ensure that the site on which they are working is cleared of persons, pets or livestock not engaged in the Services.

Such work may take place at any location in East Hants where East Hants may so direct and the Qualified Bidder is responsible for the transportation to and from the site for all labour, materials, debris and equipment.

The Services must be scheduled with East Hants and must be timed such that they provide a minimum of inconvenience to East Hants, their staff and tenants, and the public. If the nature of the Services requires any special permits or will have an impact on something in the jurisdiction of another agency (such as Nova Scotia Transportation and Infrastructure Renewal – NSTIR), the Qualified Bidder will be responsible for obtaining such permits or approvals that may be required, although the cost for such will be reimbursed by East Hants (receipts required).

#### Demolition:

Demolition is broken into two categories: simple structures and complex structures. Simple structures include outbuildings such as sheds, barns, garages, camps or other structures that do not have a permanent concrete foundation. Complex structures include, but are not limited to, residential, commercial or industrial structures which contain one or more of the following: permanent, in-ground concrete foundation, electrical service in excess of 60 AMPs, heating fuel supply or storage (propane, natural gas, diesel, kerosene, or furnace oil), other fuel storage (gasoline, kerosene, diesel, or other fuel), vehicle fluids storage or disposal (oil, antifreeze, gasoline or diesel) or any other feature which East Hants determines may increase the risk associated with the demolition.

Notwithstanding the foregoing, East Hants has the sole discretion to determine whether a structure is simple or complex.

There may be additional cases where East Hants determines that the nature of the work may require specialized skills not represented by any of the Qualified Bidders on the Standing Offer or where the work may require additional security (additional insurance or bonding) that the Qualified Bidder may not be willing or able to obtain. East Hants may, in their sole discretion, seek prices from Vendors who are not on the Standing Offer when they believe it is in the best interests of East Hants to do so.

Where electricity, water or other municipal or third party services must be cancelled, East Hants will be responsible for making such arrangements. The Qualified Bidder is responsible to verify at the site that such services have been shut off before proceeding with any work. In the case where a storage tank must be removed, the Qualified Bidder must remove or permanently block any supply or fill tubes prior to disconnecting the tank. All residual fuel and any contaminated equipment or debris must be properly handled and disposed of, where required by legislation, by competent, trained and licensed personnel. Without limitation, all electric services, telephone, cable, sewer, and water piping to buildings shall be disconnected and properly terminated as required by the appropriate regulations.

Unless otherwise specified by East Hants, foundation walls, piers, etc., are to be demolished to 0.300 metres below grade. Where concrete slabs exist at grade level, East Hants will confirm in each instance whether the slab may remain or not. Stone or concrete from foundation may be placed in basement excavation. The basement excavation must be filled to grade level with earth fill and in no case shall any depressions be left in area where building has been removed.

No lumber, lath, plaster, glass, plastic or insulation is to be left on the site after the demolition of a foundation.

Any well(s) located on site must be decommissioned in accordance with the *Environment Act*. If such decommissioning forms part of the scope of work for the Qualified Bidder, they must provide a decommissioning report from the agent used to decommission the well before payment for such work will be processed.

Septic Tanks are to be located and pumped out by a septic tank cleaner in accordance with the *Environment Act*. The empty tank is to be filled with sand or gravel. A receipt from the septic cleaning company must be submitted prior to payment for such work.

Fuel oil tanks to be drained by personnel licensed or approved to do so and the residual oil and sludge to be disposed of as per the appropriate regulation. The tank is not to be reused. Receipt for such work must be submitted prior to payment.

Employ Rodent and Vermin Exterminators to comply with Department of Health and Environment Regulations, prior to demolition. Receipts for such work must be submitted prior to payment.

Mercury containing thermostats may be present in the building. It shall be the responsibility of the contractor to identify any mercury containing thermostats and dispose of them at a facility approved for their disposal.

Light Ballasts containing PCB's may be present in the building. It shall be the responsibility of the Qualified Bidder to identify, pack, transport and dispose of PCB containing light ballasts at a facility approved for their disposal. Perform work in accordance with the recommendations in the following Environment Canada Publications: Handbook on PCBs in Electrical Equipment EPS, 1982.

- Guidelines for the Management and Wastes Containing Polychlorinated Biphenyls (PCBs), CCME TS/WM-TRE008, September 1989.
- Identification of Lamp Ballasts Containing PCBs, EPS 2/CC/2, August 1991.



Typical Process:

East Hants will identify sites that where demolition Services are required and where an order has been or will be issued for such demolition. East Hants may, at their discretion, request a quotation from one or more Qualified Bidders to complete the demolition Services required for that site. When so required, the Qualified Bidder will provide a written quotation to East Hants which estimates the equipment and labour that will be required to complete the work, the associated number of hours and the Rates which will apply (from the Standing Offer Rates), a rough schedule of the work, and an estimated date when the work could start.

The Qualified Bidder may identify an amount for mobilization and demobilization in their quotation to complete the work. It is expected that such amount would not exceed an amount equal to the Rate(s) charged for the equipment being deployed as if it were in operation and, under no circumstances, for any more than the time it actually takes to transport the equipment to the site. If the Qualified Bidder charges a fee to transport equipment to the site that is different than the Rate(s) for the equipment being transported, they must identify this amount as a separate line item on their schedule of Rates.

East Hants will provide a document (at minimum, an email) to the Qualified Bidder that specifies they are able to proceed with work, providing the contact information (name and telephone number, at minimum) of the person to contact at East Hants with respect to the work), the address where the work will take place, a description of the place (if not a marked address), a list of known hazards (if any), a list of known services (fuel, gas, electric, water, etc.) and the dates that they were stopped (if known), and any other information East Hants' feels necessary to provide. The document must contain a written confirmation that tipping fees are waived for use as proof at the WMC (up to a maximum, if so specified, or limited by date). East Hants will meet the Qualified Bidder on site prior to commencing the demolition to confirm the location the building(s) that are to be demolished and to reconfirm the quality expectations.

Where practical during the course of the work, the Qualified Bidder must advise the East Hants Representative, or their designate, of the status of the work. If the Qualified Bidder becomes aware of any circumstances that might delay or extend the extent of the Services or that may result in additional costs, they must advise the East Hants Representative before incurring the additional cost or delay.

In such circumstances, the Qualified Bidder must not perform any additional work than what has been already approved (stopping work if necessary), will inform East Hants of the circumstances, and, if requested to by East Hants, proceed to determine, if it can, the additional costs that would apply if the additional work were to be approved. Only once East Hants and the Qualified Bidder have agreed on a revised scope of work may additional work be completed.

Upon completion of the demolition, the Qualified Bidder will advise East Hants that the work is complete and East Hants will verify the Services have been completed to our satisfaction. If there are deficiencies, East Hants will advise the Qualified Bidder and the Qualified Bidder will make corrections. Ideally, East Hants will inspect the work before the Qualified Bidder has demobilized from the site; if East Hants has not had the reasonable opportunity to inspect prior to demobilization, the Qualified Bidder will be responsible to re-mobilize to correct any deficiencies at their own expense.

**QUALIFYING FOR THE STANDING OFFER**

East Hants will consider all of those who respond to the Standing Offer on the basis of the information that they supply in their response and as specified in the Standing Offer request document.

In the case where the nature of the work may affect the qualification requirements, East Hants may accept a Bidder on the Standing Offer with the understanding that they are qualified only to perform certain Services – such confirmation will be given at the time of acceptance.

Notwithstanding the above, Bidders without the appropriate insurance coverage or experience will not be considered for the demolition of complex structures.

East Hants may, in their sole discretion, decide to limit the number of Bidders it Qualifies for the Standing Offer should the response be greater than it anticipates.

#### **USING A STANDING OFFER**

East Hants does not guarantee that they will use any Services under this Standing Offer, nor do they promise any minimum requirements or guarantees of use related to the Standing Offer.

As and when such Services are required, East Hants may contact any Qualified Bidder from the Standing Offer list to request the performance of Services under this Standing Offer. If that Qualified Bidder is not available, East Hants may, in their sole discretion, choose to wait for the Qualified Bidder to become available or request the Services from another Qualified Bidder. East Hants reserves the right to use other providers of such Services not included on the Standing Offer list should the circumstances arise.

East Hants will not guarantee that Services under this Standing Offer will be offered to any Qualified Bidder and East Hants is under no obligation to any Qualified Bidder to ensure that the Services will be shared, proportionally or otherwise, between the Qualified Bidders. Under no circumstances will East Hants be restricted in obtaining such Services when they are required, nor shall they be constrained by the Standing Offer terms from seeking such Services from Vendors other than those on the Standing Offer list.

In determining which Qualified Bidder to use from the Standing Offer, East Hants may choose the Qualified Bidder it believes best suits the situation requiring the Services. This may, without limitation, take into account availability, response time, geographical location, insurance, equipment requirements for the job, experience, or any other factor East Hants may deem important as it relates to the Service being undertaken.

Once a selection of which Qualified Bidder to use for that situation has been made, East Hants may require that Qualified Bidder to provide an estimate of hours and materials required to complete such work. East Hants has sole discretion to determine if the estimate provided is reasonable and may choose to accept or reject the estimate. Once an estimate is accepted by East Hants, the final invoice may not exceed that amount. If the estimate is rejected, East Hants may continue to negotiate with the Qualified Bidder or move to any other Qualified Bidder on the Standing Offer list.

Alternatively, East Hants may request estimates from any or all Qualified Bidders on the Standing Offer, for a particular scope of work. The determination of which estimate to accept will be based on which estimate, in the sole discretion of East Hants, represents the best value to East Hants.

Under this Standing Offer no one job may exceed \$25,000.00 in value (maximum value limit). East Hants may, in its sole discretion, choose to publicly tender the scope of work when the sum of the various services for a job may exceed the maximum value limit.

#### **QUALITY**

When requested by East Hants, the Qualified Bidder must perform the Services in a professional and competent manner, in compliance to applicable legislation and in accordance with industry best practice. East Hants will work with the Qualified Bidder to establish reasonable expectations around the condition of the site after the demolition Services have been completed.

In order to receive any payment, sites where a structure has been demolished must:

- Be no less safe than before the Services were performed;

- Have been cleared of broken glass, bent metal or other hazards which were created by the Services;
- Have been cleared of contaminants or hazardous materials which may have been spilled or otherwise deposited during the performance of the Services; and
- Must meet the expectations established between East Hants and Qualified bidder prior to the start of the Services.

## RESPONSE TIME & DURATION

A Qualified Bidder must respond to a request for quotation under this Standing Offer within the period of time specified by the East Hants Representative when such quotation is requested. Except in cases where there is imminent danger, East Hants will try to allow a reasonable amount of time for a Qualified Bidder to investigate the site and prepare their estimate, typically to a maximum of five business days. East Hants may proceed with the lowest cost quotation immediately once the specified period has elapsed or, in their sole discretion, they may wait until all quotations have been received.

The Qualified Bidder agrees to begin mobilization to provide the Services as soon as possible once they have been authorized to proceed. The Qualified Bidder will confirm to the East Hants Representative within 3 business days of have been approved to proceed as to when they anticipate to start the work, what the demolition schedule will be and when they expect the Services to be completed.

In an emergency situation, East Hants may request expedited service whereby the Qualified Bidder would be expected to respond as soon as they could be mobilized to do so. In such cases, East Hants should meet the Qualified Bidder on the site prior to the Services commencing to ensure the expectations around the site are understood by everyone.

The Qualified Bidder will provide contact names and telephone numbers which will allow them to contact the Qualified Bidder or their representatives at any time.

In the case where the Qualified Bidder uses staff not listed in Appendix B, they must promptly inform East Hants of the addition.

## DISPOSAL

All waste generated by the Qualified Bidder in performance of the Services requiring disposal (garbage, construction and demolition waste) must be disposed of in East Hants and in accordance to their requirements. Such requirements can be found on the Solid Waste Management tab of the East Hants website (see below for link).

<http://www.easthants.ca/content/solid-waste-management>

The Qualified Bidder will make every reasonable effort to source-separate materials as specified in the Nova Scotia *Solid Waste Management Regulations* and the *East Hants Solid Waste Bylaw*. All materials and debris must be transported by the Qualified Bidder to the East Hants Waste Management Centre (WMC) located at 1306 Georgefield Road, Georgefield, NS. East Hants will not charge tipping fees for materials disposed of under this Standing Offer, provided the Qualified Bidder has documentation approving the disposal and identifies the materials as having come from the site where a demolition is occurring.

The Qualified Bidder may not resell any materials obtained during the demolition process.

## EQUIPMENT AND MATERIALS

The Qualified Bidder is responsible to provide all labor, transportation, containers, tools, and equipment necessary to complete the Services. While it is expected that the Qualified Bidder will be able to provide materials at a price



advantageous to East Hants at the mark up specified in their Standing Offer response, East Hants reserves the right to provide materials when it is in their best interests to do so. The Qualified Bidder will be responsible to provide warranty support, where applicable, only for materials they supply.

Equipment used to supply the Services must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services and, notwithstanding any additional requirements we may require, properly insured.

The Qualified Bidder is responsible to ensure that any tools or the equipment used in the Services is operated safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Qualified Bidder will ensure all safety mechanisms are working properly, that staff are trained in the use of the tools and equipment, and that guards are in place.

The Qualified Bidder is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.

Any equipment or materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.

The Qualified Bidder may, by prior arrangement with East Hants, stockpile or store equipment, tools and materials on the site for use in performing the Services. The Qualified Bidder would do so at their own risk and East Hants will not be responsible in any way for lost, stolen or damaged materials, tools or equipment.

## **RATES**

Applicable Rates as per Appendix A, Standing Offer Form, will apply to this Standing Offer during the Term. The Qualified Bidder will, subject to the conditions specified herein, invoice only for the actual time and materials used performing the services.

The equipment Rates represent all costs related to operating the equipment including, without limitation, overhead and profit, loading and handling, travel time and delivering of the equipment to the site specified by East Hants (unless otherwise identified), unloading, set up time (if required), placement and activities related to preparing to deliver the Services for which the Bidder expects to be reimbursed. The Bidder is solely responsible for any costs related to training of operators or the maintenance, fueling, purchase or lease, or other costs related to the ownership or use of the equipment. The rate also includes such labor as will be required to operate the equipment in a safe, competent, and professional manner sufficient to complete the services in a timely fashion.

## **SAFETY**

If the nature of certain Services requires the Qualified Bidder to work in confined spaces or at heights over requiring fall protection, the Qualified Bidder must provide proof satisfactory to East Hants of appropriate training or certification from a recognized authority before such Services are completed.

Prior to the commencement of any Services, the Qualified Bidder, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment;
- Have a plan for addressing all known hazards;
- Post any required warning signs or install any necessary guards or barriers;
- Locate and mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the work as identified in the hazard assessment. East Hants is responsible for any fees associated with location of services;
- Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;

- Design and provide traffic control, if required; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Qualified Bidder must, over the Term of the Standing Offer, advise East Hants if the information submitted on their Safety Questionnaire changes.

The Qualified Bidder must verify that their employees have and use appropriate personal protective equipment (PPE).

Once the Services have started, the Qualified Bidder must ensure that the work is complete before leaving the site or the area of work unattended. If the Services cannot be completed before the Qualified Bidder must or will leave the site, the Qualified Bidder must install such barriers, fencing, warning lights or signage necessary to warn of any hazards and take any actions necessary to protect the safety of those who may come into contact with the work, site or surrounding areas. This may include, but is not limited to, lock-out and tag-out protocols, the installation of temporary fencing or providing security personnel to secure the site until hazards are removed.

There may be circumstances where Services will be provided by the Qualified Bidder where East Hants has an order to proceed with such work, but the owner does not agree. In the past, when there any indication that the owner may be a danger to themselves or to East Hants or their contractors, East Hants has engaged the RCMP to be on hand to mitigate the risk.

In the case where asbestos or other hazardous materials are identified, the Qualified Bidder will stop work until East Hants directs them how to proceed. East Hants reserves the right to call in a specialized contractor to deal with the hazardous materials prior to the work recommencing, even if the Qualified Bidder is licensed to remove such materials.

## PERFORMANCE

If any part of the Services is found to be deficient or not in accordance with the standards or quality specified in this Standing Offer, East Hants may, at its sole discretion:

- Require the Qualified Bidder to re-perform the Services or make any required corrections to the work, at its own expense; or
- If the Qualified Bidder cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of East Hants in any way, East Hants may choose to engage a third party to correct the work. The cost of such action will be deducted from any amounts owing to the Qualified Bidder until the entire amount is offset or, where there is not an amount to offset, the Qualified Bidder must repay any remaining costs back to East Hants in the form of credits of payments already made; and
- If the Services are not being performed to the satisfaction of East Hants, East Hants may remove the Qualified Bidder from the work and engage a third party to complete the remaining Services. In such case, East Hants shall only be responsible for hours and materials used up to the point the Services were taken out of the Qualified Bidders' hands.

Unsatisfactory performance may result in the Qualified Bidder being removed from the Standing Offer. Repeated failure to provide Services when called may result in removal from the Standing Offer list.

## INSURANCE



Workers' compensation coverage through the Workers' Compensation Board of Nova Scotia (WCBNS), in accordance with the terms of the RFSO, is a requirement of this Standing Offer. Bidders must provide proof of coverage with their submission; once qualified, Bidders' must provide proof of valid coverage on a quarterly basis during the term of the Standing Offer or, at the discretion of East Hants, may provide such proof only when the Services are requested, but prior to actually commencing the Services.

To be considered "Qualified" for this Standing Offer, a Bidder must, without limiting its obligations or liabilities, maintain Commercial General Liability (CGL) insurance on an occurrence basis with a minimum limit of \$5,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: a. Blanket contractual liability; b. Owners' and contractors' protective liability; c. Broad form property damage; d. Hostile fire; e. Tenant's legal liability; f. Non-owned automobile liability; g. Contingent employer's liability; and h. Products and completed operations liability.

Such insurance must include provisions for contractors' pollution liability (environmental impairment liability) and will include Difference in Conditions, Difference in Limits, products, and completed operations. The Certificate must clearly state that this is the case

Such insurance must not contain language excluding coverage in the case of Explosion, Collapse or Underpinning as a result of the Services. The Certificate must clearly state that this is the case

As a condition of remaining on the Standing Offer, the Qualified Bidder must provide a certificate of insurance from their insurer as proof of such coverage within 10 days of acceptance to the Standing Offer and must provide a new certificate when the policy is changed or expires. The Certificate, at a minimum, must:

- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
- b. Must clearly state that the Services include the demolition and the transportation and disposal of demolished materials being provided to the Municipality of East Hants at various locations;
- c. The Qualified Bidder's insurance must provide for bodily injury or property damage that may result from the Qualified Bidder's performance of the Services;
- d. Provide for 30 days' written notice of cancellation or material change. The Qualified Bidder must provide a new certificate each time the insurance is renewed; and may allow that
- e. Excess or umbrella insurance may be used to achieve the required insurance limits noted herein.

The Qualified Bidder must have and must maintain automobile insurance in the amount equal to the coverage limits required for CGL \$5,000,000 for the duration of the Standing Offer and must provide evidence confirming this coverage.

The Qualified Bidder is responsible to have and to maintain insurance on the equipment, tools and materials used to provide the Services. East Hants will not be responsible in any way for lost, damaged or stolen equipment, tools or materials.

In the case where the Qualified Bidder will use subcontractors to perform some or all of the Services, the subcontractor must obtain and provide to East Hants a certificate of insurance showing they meet the conditions of this article.

Failure to maintain the required insurance or WCB coverage may be grounds for removal from the Standing Offer.



The Qualified Bidder shall indemnify and hold harmless the East Hants, its officers, members of municipal council, employees, and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Qualified Bidder, its officers, employees, students, agents, volunteers or those for whom the Qualified Bidder is responsible arising out of this Standing Offer or in the course of delivering the Services.

## INSTRUCTIONS

East Hants may supply either verbal or written instructions to a Qualified Bidder for the Services to be completed. Where possible, East Hants will provide a contact that will be available while the Services are being completed in case there are questions or issues. It is important that the Qualified Bidder and East Hants agree on the scope of the work and the quality expectations prior to commencing Services.

## RESPONSIBILITY FOR DAMAGE

The Qualified Bidder shall repair and restore to its original condition any structure, material or surface damaged by their operations that was not the subject of the Services. The Qualified Bidder may apply for exclusions from this provision prior to commencing the Services if it is clear that it is not possible to complete the Services without impacting or damaging other areas of the site; East Hants may elect, in approving such exclusions, to either reinstate such areas themselves or by engaging a third party or as an extension to the contract for Services with the Qualified Bidder.

The Qualified Bidder shall be entirely responsible for any damage that may occur to their equipment, tools or materials and for any repairs or maintenance that may be required.

## CONFLICT OF INTEREST

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

## GENERAL CONDITIONS

East Hants is committed to providing value its residents in everything we do.

The procurement of Goods and Services, if any, resulting from this RFSO process will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#). Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.

Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services.

Qualified Bidders shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction.

Qualified Bidders will be required to pay all Federal and Provincial Taxes as required by the appropriate enactments.

Qualified Bidders will be required to indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Qualified Bidder.



Should the applicable tax legislation change during the period that the Qualified Bidder is on the Standing Offer, East Hants and the Qualified Bidder will be required to make such adjustments to the amount of tax collected or paid to be in compliance with the changed legislation and fair to both parties.

East Hants requires that Invoices related to Services must be submitted monthly and:

- Must be supported in such detail as East Hants may request, including individual personnel or equipment hours, their rate and the extended amount. Mark-ups, if applicable, for recovery of expenses are to be clearly identified on the Invoice;
- Will be reviewed by East Hants for completeness in a timely manner and, if acceptable, will be approved for payment;
- Where there is a discrepancy, error, or other anomaly, East Hants may reject an Invoice, request clarification or additional information, or otherwise require the Invoice to be made acceptable prior to approval. The Qualified Bidder will have a duty to make corrections to the Invoice or Services to ensure they are acceptable to East Hants;
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice;
- No payment made by East Hants will constitute acceptance of work or products that are not in accordance with the requirements of the Qualified Bidder's Standing Offer or the terms of this RFSO.
- Where registration with the Workers' Compensation Board of Nova Scotia (WCBNS) is required as a condition of providing the Services, a valid Clearance Letter must be included with each Invoice or payment will not be made.

#### REVOCABILITY & TERM

The Rates provided by a Qualified Bidder may be revoked by the Bidder at any time by providing notice to East Hants in writing. The Qualified Bidder will be removed from Standing Offer when such notice has been received by East Hants. Otherwise, the Qualified Bidder will provide Services for the stated Rates during the Term of the Standing Offer.

The Term of this Standing Offer shall be **two years** beginning July 1, 2016. East Hants may extend the Standing Offer for an additional one year period to any or all of the Qualified Bidders.

East Hants may, at any point during the Term, add Bidders who qualify to the Standing Offer.

