

# FINANCE & ADMINISTRATION

## REQUEST FOR PROPOSALS

Preventative Maintenance for Heating, Ventilation & Air  
Conditioning (HVAC) and Similar Equipment  
RFP50138

Release date: September 6, 2016

Proposals will be received up to  
3:00:00 pm local time on Thursday, September 29, 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!**

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## 1. INSTRUCTIONS TO PROPONENTS

### 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) requires the services of a qualified firm to perform Preventative Maintenance of Heating, Air Conditioning and Ventilation (HVAC) and similar equipment at various locations in the Municipality of East Hants, described in more detail in Schedule A. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to provide these Services.
- 1.1.2. The intent is to obtain one Contractor to service all of the locations. East Hants may reject any proposal which does not include Services for all locations.

### 1.2. Definitions

- 1.2.1. **Proponent:** An individual or company who submits a proposal.
- 1.2.2. **Successful Proponent:** the proponent whose proposal is selected for award.
- 1.2.3. **Independent Contractor:** a Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

### 1.3. Proposal Deadline

- 1.3.1. Proposals will be received up to **3:00:00 pm** local Nova Scotia time on September 29, 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: Michael Hatfield, RFP50138

- 1.3.2. Proposals 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 Proposal Deadline. Please allow sufficient time to be served by staff.

### 1.4. Proposal Submission

- 1.4.1. Proponents shall submit their proposal in one package containing two envelopes. Each envelope must have the Proponent's name indicated on the outside, in addition to other markings we may require.
- 1.4.2. Envelope 1 will contain the technical proposal, including Appendix B and Appendix C, and shall be labelled:  
  
"RFP50138 - Preventative Maintenance Technical"
- 1.4.3. Envelope 2 will contain the pricing proposal, including Appendix A, and shall be labelled:  
  
"RFP50138 - Preventative Maintenance Price"
- 1.4.4. When sending by courier or other means where the label may be obscured, the Contractor must 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 Request for Proposals shall be in writing, by email only, 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 September 22, 2016 at 3:00:00 PM, **local Nova Scotia time**.
- 1.5.4. Proponents 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 Proponent 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. Proposal Acceptance (Privilege Clause)

- 1.6.1. East Hants reserves the right to accept or reject any or all proposals.
- 1.6.2. All proposals become the property of East Hants once submitted.
- 1.6.3. Late proposals will be rejected and will be returned unopened. Faxed proposals will not be accepted. Emailed proposals will not be accepted. Incomplete proposals may be rejected.
- 1.6.4. Any proposal that does not include all of the information required in this RFP 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 evaluate the proposal.
- 1.6.5. This document and Request for Proposal process does not constitute a call for tenders.
- 1.6.6. Proponents undertake any expenditure related to the submission of a proposal at their own risk.
- 1.6.7. This Request for Proposals 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.
- 1.6.8. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents (see Proposal Evaluation Criteria). East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Proposals received and the needs of East Hants.
- 1.6.9. East Hants reserves the right to accept or reject all or any Proposals, and to not accept the lowest Proposal. East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not strictly compliant with the instructions in the Request for Proposals document.
- 1.6.11. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent for services and to finalize service arrangements in the best interests of East Hants.



- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants.
- 1.6.15. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same.
- 1.6.16. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.17. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. 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 Proposal.
- 1.6.18. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.6.19. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.20. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Proponents must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award.
- 1.6.21. Proponents shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.
- 1.6.22. Proponents are advised that no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. This process and the procurement of Goods and Services, if any, resulting from this RFP process will be subject to the [\*Atlantic Provinces Terms and Conditions, Goods and Services\*](#) and the terms and conditions noted herein. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.6.24. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:
  - reject any or all of the Proposals;
  - accept any Proposal;
  - if only one Proposal is received, choose to accept or reject it;
  - not to accept the lowest bid price; or
  - alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.

- 1.6.25. 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 RFP may be subject to disclosure under *FOIPOP*. Proponents 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. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- 1.6.26. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

### 1.7. Proposal Openings

- 1.7.1 East Hants will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

### 1.8. Proposal Validity

- 1.8.1. Proposals shall remain valid for acceptance for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

### 1.9. Cost Component

- 1.9.1. The Proponent must provide a total Cost per Location to perform the Services for each period described in Appendix A. The first period specified in Appendix A is not a full 12 month period.
- 1.9.1.1. Such cost must include, without limitation, all labour, use of all tools, vehicles or equipment necessary to complete the Services, transportation to and from the location, all miscellaneous shop supplies associated with the Services, the cost of fuel filters, nozzles, belts or other PM Parts replaced during the Services, and any other cost which could be reasonably identified as part of the Services.
- 1.9.2. East Hants will use a two envelope system when evaluating the Cost component. The Cost Rating contemplated as part of the evaluation will only occur once all other evaluation sections are completed.

### 1.10. Proposal Requirements

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Schedule A, Service Description. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
- 1.10.2. The Service Description includes some incidental marking of HVAC and information gathering tasks to ensure East Hants has an accurate listing equipment in the identified locations. The Contractor may include an amount in their Cost per Location to account for this work.
- 1.10.3. The Service Description will require the successful Proponent to develop a Performance Maintenance Plan (PM Plan) for each location as part of the scope of their work. The Proponent may include an amount in their Cost per Location to account for this work.

- 1.10.4. The Proponent must provide the number of hours they are allocating to each location for each period in the table in Appendix B. This information required so we understand and can evaluate the minimum level of effort being proposed. The number of hours listed are not intended to be the maximum number of hours that the Proponent will provide; the Proponent is expected to complete the Services which they propose, for the Cost per Location they have specified, regardless of the number of hours it may actually take.
- 1.10.5. Proponents are not expected to provide a detailed PM Plan per location with their proposal, but it is essential we understand the work that they will do when performing the Services. The Proponent must provide an overview of the activities they will complete which provides a clear understanding of the following, at minimum for each type of equipment:
  - 1.10.5.1. Description of any performance and/or efficiency testing that is done;
  - 1.10.5.2. Items/areas to be inspected;
  - 1.10.5.3. Items/areas to be cleaned;
  - 1.10.5.4. Items/areas to be adjusted or balanced; and
  - 1.10.5.5. List of parts that will be replaced as part of the Services (air filters are not part of the scope). While the specific parts will not be known at this time, the Proponent must list those types of parts that will be replaced and the frequency at which they will be replaced. The cost of these parts will be included in the Cost per Location
- 1.10.6. The Proponent must include a schedule of hourly rates that would apply if East Hants were to request the successful Proponent provide any additional maintenance services.
- 1.10.7. Proponents must complete and submit with their proposal Appendix A, the Proposal Form, Appendix B, The Proposal Summary and Appendix C, the Contractor Safety Questionnaire.
- 1.10.8. In addition, the Proponent will be required to meet with East Hants to discuss their proposal for Services so that East Hants can better understand the expected impact of the Service offerings. East Hants may ask questions and seek clarifications around any aspect of the proposals it may choose.
- 1.10.9. The Proponent must complete any table, Schedule or Appendix identified in the RFP. The Proponent may include any tables or attachments it feels will help clarify their proposals above the minimums identified in the RFP document.
- 1.10.10. Proponents must indicate whether they are the sole undertakers of the work or whether subcontractors will be used. Proposed subcontractors shall be subject to approval by East Hants.
- 1.10.11. The Proponent must supply a list of all staff they anticipate to assign to the complete the Services, and must include a summary of the qualifications, certifications and experience of these staff.
- 1.10.12. If a subcontractor is to be used, the Proponent must include a list of the subcontractor's staff and a summary of their qualifications, certifications and experience. The role of any subcontractor must be clearly defined and outlined in the Proposal.
- 1.10.13. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any proposal or from any Proponent, prior to award.
- 1.10.14. The Proponent is responsible for all costs associated with preparing and submitting this proposal. 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 proposal.





- 1.10.15. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.10.16. To qualify for award, a Proponent 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 Proponent is required to provide a Clearance Letter with their Proposal, except where:
- 1.10.16.1. a Proponent is not currently registered, but intends to register as a condition to providing the Services; and
- 1.10.16.2. Where the Proponent confirms in Appendix B that they have inquired with WCBNS and have determined they will be able to obtain such coverage.
- 1.10.17. In addition to the clauses herein, the successful Bidder will also have to comply with the terms and conditions specified in Schedule A. Failure to comply with these conditions may result in the rejection of the Proponent's proposal or the cancellation of award.

### 1.11. Proposal Evaluation

- 1.11.1. East Hants will evaluate each proposal using the criteria specified below.

| Criteria  | Available Points |
|---|------------------|
| <b>Section 1: Proposal Document</b>   |                  |
| Proposed Services <i>(detailed and reasonable approach to the requirements, number of hours proposed, overview of activities, safety)</i> | /45              |
| Completeness and Value <i>(degree to which proposal addresses submission requirements; any value-add the proposal offers)</i>             | /5               |
| Staff Rating <i>(relevant qualifications, certifications and experience)</i>  | /10              |
| <b>Sub-Total Section 1</b>  | <b>/60</b>       |
|   |                  |
| <b>Section 2: Presentation</b>  | <b>/10</b>       |
|   |                  |
| <b>Section 3: Cost Rating (Contract Value)</b>  | <b>/30</b>       |
|   |                  |
| <b>Total</b>  | <b>/100</b>      |

- 1.11.2. The three Proponents whose proposals score highest after evaluation of Section 1 will be considered for the next evaluation steps, Cost Rating and Presentation.
- 1.11.3. A Presentation appointment will be arranged for each of the top-rated Proponents as soon as possible after the scoring for Section 1 is complete. The Presentation length may vary, but the

expectation is that the Presentation will last approximately 1 hour, including questions and clarifications.

- 1.11.4. If one or more of the top-rated proponents chooses not to participate in the Presentation, their proposal will not be considered for award. East Hants may, in their sole discretion, invite the Proponent(s) with the next highest-rated proposal(s) to participate in the next evaluation steps.
- 1.11.5. Only once the evaluations of Section 1 and Section 2 are completed for the three top-rated Proponents will East Hants open the envelopes containing Appendix A, the Proposal Form.
  - 1.11.5.1. East Hants will sum the Total Cost for All Locations for all specified periods to determine the Contract Value.
  - 1.11.5.2. East Hants will assign points for Contract Value based on the following formula:  
**(Lowest proposal Contract Value divided by Proponent's Contract Value) multiplied by the Available Points**
- 1.11.6. The Proponent who has the highest number of Total Points once all scores are calculated will be considered for award.
- 1.11.7. Award is subject to approval by Council or the CAO.



## Appendix A - Proposal Form

Proposal submitted by: \_\_\_\_\_

The Proponent must complete the following table to be submitted with their proposal. While the intent is to complete Preventative Maintenance in all locations, budget considerations or, without limitation, other considerations, may impact East Hants's ability or desire to complete such maintenance in certain locations. By providing a price for a Location, the Proponent acknowledges that East Hants may, at its sole discretion, award or not award any the work for any Location.

| Location                                       | Cost per Location<br>October 30, 2016 to<br>March 31, 2017 | Cost per Location<br>April 1, 2017 to<br>March 31, 2018 | Cost per Location<br>April 1, 2018 to<br>March 31, 2019 | Cost per Location<br>April 1, 2019 to<br>March 31, 2020 |
|--|--|---|---|---|
| LOC 1  |  |   |   |   |
| LOC 2  | N/A  |   |   |   |
| LOC 3  |  |   |   |   |
| LOC 4  |  |   |   |   |
| LOC 5  |  |   |   |   |
| LOC 6  |  |   |   |   |
| <b>Total Cost All Locations<br/>per period</b> |  |   |   |   |

All costs shown will be exclusive of Harmonized Sales Tax (HST).

The Proponent hereby agrees that the work proposed in the table will be completed for the Total Cost indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Name of Firm submitting Proposal: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date



## Appendix B - Summary of Proposal

### 1. Contact information for Proponent:

|                                       |  |
|---------------------------------------|--|
| Name of Primary Proponent Firm        |  |
| Address                               |  |
| Phone Number (office)                 |  |
| Fax Number                            |  |
| Primary Project Contact Name          |  |
| Email Address for Primary Contact     |  |
| Cell Phone Number for Primary Contact |  |

### 2. Subcontractor List (if any):

|                       |  |
|-----------------------|--|
| Name of Subcontractor |  |
| Address               |  |
| Phone Number (office) |  |
| Fax Number            |  |
| Project Contact Name  |  |
|                       |  |
| Name of Subcontractor |  |
| Address               |  |
| Phone Number (office) |  |
| Fax Number            |  |
| Project Contact Name  |  |
|                       |  |
| Name of Subcontractor |  |
| Address               |  |
| Phone Number (office) |  |
| Fax Number            |  |
| Project Contact Name  |  |



## 3. Summary of Staff: Qualifications, Certifications and Experience

a. Provide a list in the format below.

| Name | Function/Job Description | Qualifications/Certification | Experience (Years) |
|------|--------------------------|------------------------------|--------------------|
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |

## 4. Summary of Subcontractor's staff, if any: Qualifications, Certifications and Experience:

a. Provide a list in the format below.

| Name | Function/Job Description | Qualifications/Certification | Experience (Years) |
|------|--------------------------|------------------------------|--------------------|
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |
|      |                          |                              |                    |



## 5. Hours per Location:

| Location                        | Hours per Location<br>October 30, 2016<br>to March 31, 2017 | Hours per Location<br>April 1, 2017 to<br>March 31, 2018 | Hours per<br>Location<br>April 1, 2018 to<br>March 31, 2019 | Hours per<br>Location<br>April 1, 2019 to<br>March 31, 2020 |
|---------------------------------|---|--|---|---|
| LOC 1                           |   |  |   |   |
| LOC 2                           | N/A   |  |   |   |
| LOC 3                           |   |  |   |   |
| LOC 4                           |   |  |   |   |
| LOC 5                           |   |  |   |   |
| LOC 6                           |   |  |   |   |
| <b>Total Cost All Locations</b> |   |  |   |   |

## 6. Schedule of Hourly Rates (Attach a separate schedule):

## 7. Insurance (attach Certificate or declare intention to obtain coverage):

---

## 8. Workers' Compensation (attach Clearance Letter or declare intention to obtain coverage):

---

## 9. Receipt of the following addenda is hereby acknowledged:

|           |       |        |       |
|-----------|-------|--------|-------|
| Addendum: | _____ | dated: | _____ |
|           | _____ |        | _____ |
|           | _____ |        | _____ |
|           | _____ |        | _____ |
|           | _____ |        | _____ |

Please review this RFP document 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 schedules, sections and signatures have been completed before sealing the envelope.



## Appendix C - Safety Questionnaire

|                      |           |
|----------------------|-----------|
| Company Name:        | Date      |
| Company Address:     | Phone No. |
|                      | E-mail:   |
| Description of work: |           |

### SAFETY CERTIFICATION

1. Are you currently WCB Safety Certified <http://www.wcb.ns.ca/Workplace-Injury-Insurance/WCB-Safety-Certified.aspx>? If yes, please provide proof with your submission instead of completing this form.

☐

YES

☐

NO

Note: Out-of-province companies may submit a current and valid Certificate of Recognition (COR) from their province of origin, or from another recognized safety association which uses an external audit element, for consideration.

### SAFETY PERFORMANCE

2. Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Advanced Education, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, please attach a note with details, including the current status or resolution.

☐

YES

☐

NO

### SAFETY PROGRAM

3. How many employees do you have? \_\_\_\_\_

4. Does your company have a written health and safety policy signed by management (5+ employees)?

☐ YES

☐ NO

☐ N/A

5. Does your company have a Joint Occupational Health and Safety Committee (20 + employees)?

☐ YES

☐ NO

☐ N/A

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

☐ YES

☐ NO

7. Does your safety policy require sub-contractors to meet the same standard of safety that you maintain? Do you require them to maintain WCB coverage, insurance and safety programs in accordance with legislation?

☐ YES

☐ NO

☐ N/A

If "N/A" is checked, please explain (e.g. do not have sub-contractors)\_\_\_\_\_

8. Does your company have a process to communicate your safety policies, procedures and known hazards (e.g. tool box meetings, handbooks, website, e-mail, etc.)?

☐ YES

☐ NO

9. Do you provide safety training to your employees? ☐ YES ☐ NO

If yes, are training records available to be audited? ☐ YES ☐ NO

10. Does your company have a hazard assessment procedure (assessing risks on hazardous jobs)? If yes, what role or position within your company performs this task and how often?

☐ YES

☐ NO




11. Does your company have an incident reporting process that includes tracking, investigating and reporting incidents?

☐

YES

☐

NO

12. Does your company have a disciplinary policy or process in place for anyone committing health and safety violations to correct unsafe behaviour? If yes, please describe:

☐

YES

☐

NO

---

---

13. Does your company have a preventative maintenance program for tools and machinery?

☐

YES

☐

NO

If no, please explain why below:

---

---

14. Please be advised that during the tendering process, or at any time during the contracted work, East Hants may request copies of policies, training records, procedures, etc. as proof that the answers on this questionnaire are true. Do you agree to provide this information if requested?

☐

YES

☐

NO

15. Please attach a list of contact information of all supervisors that will be used on site, as well as any safety representative or persons responsible for job site safety.

I, \_\_\_\_\_ (printed contractor name) confirm the information provided is true and correct as of the date of this submission. I will report any changes to this information prior to accepting award of any work as well as changes that occur during the performance of the services.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Contractor's Signature



## SCHEDULE A: SERVICES DESCRIPTION

### 1. GENERAL

- 1.1. The Municipality of East Hants requires the services of a qualified firm to perform preventative maintenance (PM) Service to HVAC equipment and similar equipment at various municipal locations throughout East Hants. The locations are described in section 3 and the expected scope of Services is described below.
- 1.2. The goal of preventative maintenance is to prolong the life of the equipment and to avoid unscheduled down time. While East Hants recognizes that no Contractor can predict when a part may fail, extensive inspection, testing, cleaning, replacement of wear parts, oil and filter changes, and other preventative maintenance actions will go a long way to keep the equipment running.

### 2. PREVENTATIVE MAINTENANCE SERVICES

- 2.1. Prior to commencing the Services, the Contractor will prepare a Preventative Maintenance plan (PM Plan) for each location which describes in more detail what work will be completed and that will :
  - 2.1.1. List of all of the activities that the Contractor promises to do, itemized by the piece of equipment and organized by location. This list must clearly specify the frequency and estimated schedule as to when the activities will take place. Such activities must include, at minimum:
    - 2.1.1.1. All activities the manufacturer of the equipment recommends to be completed at the intervals which the manufacturer recommends;
    - 2.1.1.2. In the absence of specific recommendations from the manufacturer for a piece of equipment, any activities consistent with industry practice for such equipment;
    - 2.1.1.3. Any additional activities the Contractor will provide that are included in the Total Annual Cost; and
    - 2.1.1.4. Without limiting any other requirements, at least one annual visual inspection for each piece of equipment per calendar year.
  - 2.1.2. Provide a description of the activities that will be completed during each Service, including:
    - 2.1.2.1. The number of hours allocated to each Service for each location;
    - 2.1.2.2. How the equipment will be checked and tested to ensure it is running properly;
    - 2.1.2.3. Items/areas to be inspected;
    - 2.1.2.4. Items/areas to be cleaned;
    - 2.1.2.5. Items/areas to be adjusted or balanced; and
    - 2.1.2.6. Identifying the list of parts (PM Parts List) to be replaced during the Services (nozzles, oil & fuel filters, etc.) for each piece of equipment; and
  - 2.1.3. The PM Plan will be updated over the life of the agreement so that it accurately reflects a robust and cost-effective maintenance regime.
  - 2.1.4. The Contractor's PM Plan will include provisions to assess equipment condition throughout the agreement in order to diagnose any performance issues that may need to be addressed. Such assessment will include a suggestion of the expected remaining life for the equipment, typical replacement intervals for the equipment being assessed, and any other recommendation that may reduce the risk that the equipment will operate inefficiently or fail unexpectedly.

- 2.1.5. The Contractor will provide PM Plan to East Hants within 15 days of notification of award.
- 2.2. East Hants has provided a fairly detailed list of equipment (HVAC Asset List) to be serviced, but it is not necessarily complete. During the course of completing the Services, the Contractor will be expected to update, correct or add to this list to ensure we have an accurate list of equipment during and at the end of the agreement.
- 2.3. The Contractor's annual estimate of hours must include the time they expect to spend servicing the equipment as listed;
- 2.4. The Contractor must anticipate any other equipment which, though not listed specifically in our list, would typically be part of the equipment or system and provide time to service such additional equipment;
- 2.5. The Contractor, being experienced, must also include time to account for all of the activities necessary to complete the Services, such as, without limitation, set up, tear down, reassembly, verification, administration, safety tasks, inventory tasks, and any other task that will facilitate a complete job; and
- 2.6. The Contractor is expected to be prepared for the Service and will arrive at the Location with all of the parts, equipment and supplies identified in the PM Plan or which the Contractor would reasonably be expected to have available when completing these Services.
- 2.7. In order to ensure East Hants and the Contractor can communicate effectively around equipment, the Contractor must assign a unique number to each piece of equipment.
  - 2.7.1. The Contractor will update the HVAC Asset List and PM Plan with this number;
  - 2.7.2. The Contractor will affix an indelible label to the equipment that shows this number. The details of the label will be worked out with the Contractor prior to installation and must be in a format acceptable to East Hants;
  - 2.7.3. This number, along with the location and a short description, will appear on all Service records and will be referenced in any communications around the equipment; and
  - 2.7.4. East Hants will be provided with a revised copy of the HVAC Asset List in electronic (preferably MS Excel) format each time the list is updated;
- 2.8. If serviceable equipment is identified during this scope of work that is not otherwise already serviced, East Hants may, at their sole discretion, add such equipment to this agreement if the Contractor can demonstrate adequate capability to assess these systems and if the number of hours and scope of work they specify is, in East Hants' opinion, reasonable and appropriate.
  - 2.8.1. The Contractor will add this new equipment to the PM Plan, HVAC Asset List and label it appropriately.
- 2.9. The Contractor must provide a list of filters for all identified equipment and the recommended schedule for replacement as part of the PM Plan. This list must include the sufficient information for East Hants to be able to purchase replacement filters; East Hants intends to replace filters themselves, so the PM Plan will not include time allocations for filter replacement.
- 2.10. Life safety systems are not part of the scope of this agreement.

### 3. COST OF SERVICES



- 3.1. The Contractor agrees to perform all of the activities identified in the PM Plan for the Cost per Location identified for each year of the agreement. The Cost per Location includes, without limitation, all labour, use of all tools, vehicles or equipment necessary to complete the Services, transportation to and from the location, all miscellaneous shop supplies associated with the Services, the cost of fuel filters, nozzles, belts or other parts on the PM Parts List replaced during the Services, and any other cost which could be reasonable identified as part of the Services and for which the Contractor will wish to be reimbursed.
- 3.2. If a part that is not identified on the PM Parts List or otherwise could reasonably be considered as a part which would be replaced during the Services is identified by the Contractor as needing to be replaced, the Contractor must obtain approval from East Hants prior to replacing that part. The Contractor must specify the total cost, exclusive of HST, to replace the part. The total cost will include, without limitation, the part(s), labour to install the part(s), and any other cost for which the Contractor will wish to be reimbursed for with respect to installing the part(s).

Table 3

| Location | Cost per Location<br>October 30, 2016 to<br>March 31, 2017 | Cost per Location<br>April 1, 2017 to<br>March 31, 2018 | Cost per Location<br>April 1, 2018 to<br>March 31, 2019 | Cost per Location<br>April 1, 2019 to<br>March 31, 2020 |
|----------|--|---|---|---|
| LOC 1    |  |   |   |   |
| LOC 2    | N/A*   |   |   |   |
| LOC 3    |  |   |   |   |
| LOC 4    |  |   |   |   |
| LOC 5    |  |   |   |   |
| LOC 6    |  |   |   |   |

#### 4. LOCATIONS

The following locations contain heating, ventilation or air conditioning equipment which will require preventative maintenance. The Lloyd E. Matheson Centre (LEMC) is probably the most complex location, having been built in two phases and containing two separate HVAC systems and different building controls. The Milford Pool is also fairly complex, more having to do with the relative age of the equipment, but in that the scope also includes the mechanical systems for the pool as well as the building HVAC. The Rawdon RCMP location will require special clearance to complete the Services (Facility Access Level 2).

Table 4

| Location ID | Location Name              | Location Address                                     |
|-------------|----------------------------|--|
| LOC 1       | Wastewater Treatment Plant | 1128 Milford Road, Milford, NS (2 buildings)         |
| LOC 2       | Water Treatment Plant*     | 27 Park Place Crescent, Enfield                      |
| LOC 3       | Lloyd E. Matheson Centre   | 15 Commerce Court, Elmsdale, NS B2S 3K5              |
| LOC 4       | Mount Uniacke Library      | 555, Highway 1, Mount Uniacke, NS B0N 1Z0            |
| LOC 5       | RCMP Rawdon Detachment     | 3945 Nova Scotia Trunk 14, Upper Rawdon, NS B0N 2N0  |
| LOC 6       | Milford Pool               | 2359 Nova Scotia Trunk 2, Hardwood Lands, NS B0N 1Y0 |

\* Location 2 will only be added to the contract when the current contract expires in April 2017.

#### 5. LIST OF EQUIPMENT

- 5.1. East Hants has, to the best of our ability, provided a list of equipment at each Location. While we have tried to be thorough with this list, the Contractor, having specialised knowledge in this area of work, is expected to infer and allow for any typical equipment that may normally be associated with the equipment we have listed.

- 5.1.1. Oil tanks associated with oil-fired equipment are covered under a separate maintenance agreement;
- 5.1.2. Oil filters associated with oil-fired equipment are included in the scope of this agreement;
- 5.1.3. East Hants will replace air filters for this equipment; and
- 5.1.4. Where a piece of listed equipment does not have serviceable components, the Contractor will include a portion of time to inspect and, if appropriate, clean the equipment as per manufacturer's recommendations;

**Location 1: Milford Wastewater Treatment Plant**

- Envision Water Furnace: Model: NDV026TR321CBNN21SAP. Serial #: 111201132. Age of Unit: Unknown. Fuel Type: Electric/ ground source.

**Location 2: Enfield Water Treatment Plant**

- Puron Ground Source/ Water Heat Pump: Model: 50SPV042RCN50110. Serial #: 1307V25949. Age of Unit: Unknown. Fuel Type: Electric ground source heat pump.
- Carrier Packaged Air Conditioner: Model: 150PSV04LRC. Serial #: 1307V25949. Age of Unit: Unknown. Fuel Type: Electric.
- Venmar Heat Recovery Ventilator: Model: 2001EMP1XS1. Serial #: 0002042700040. Age of Unit: Unknown. Fuel Type: Electric.
- Thermolec Duct Heater 1: Model: SCCTPBX. Serial #: 17820400L. Age of Unit: Unknown. Fuel Type: Electric.
- Thermolec Duct Heater 2: Model: SCCTPBX. Serial #: 178202003. Age of Unit: Unknown. Fuel Type: Electric.
- Thermolec Duct Heater 3: Model: SCCTPBX. Serial #: 17804012. Age of Unit: Unknown. Fuel Type: Electric.
- Thermolec Duct Heater 4: Model: FCCTPBX. Serial #: 178204001. Age of Unit: Unknown. Fuel Type: Electric.
- Central Fan (Air Handling Unit): Model: Unknown. Serial #: Unknown. Age of Unit: Unknown. Fuel Type: Electric.
- Loren Cook Exhaust Fan 1: Model: 100SON. Serial #: OL65927853. Age of Unit: Unknown. Fuel Type: Electric.
- Loren Cook Exhaust Fan 2: Model: 150SON. Serial #: 0265927553-06. Age of Unit: Unknown. Fuel Type: Electric.
- Loren Cook Exhaust Fan 3: Model: Unknown. Serial #: Unknown. Age of Unit: Unknown. Fuel Type: Electric.
- Loren Cook Exhaust Fan 4: Model: Unknown. Serial #: Unknown. Age of Unit: Unknown. Fuel Type: Electric.

Many of the fans and duct heaters are located high in the ceiling and will be difficult to get to.

**Location 3: Lloyd E. Matheson Center Old Section**

- York AHU 1 Supply Fan: Model: XTI-060X081-FALA058A. Serial #: CNNM XT0084. Age of Unit: 11 years. Fuel Type: Electric.
- York AHU 2 Supply Fan: Model: XTI-060X081-FALA058A. Serial#: CNNM XT0085. Age of Unit: 11 years. Fuel Type: Electric.
- Emerson AHU 1 Return Fan Motor/ Blower: Model: T563. Serial #: 04L16225. Age of Unit: 11 years. Fuel Type: Electric.



- Marathon AHU 2 Return Fan Motor/ Blower: Model: BVL 213TTDW4030AC L. Serial #: 04L16226. Age of Unit: 11 years. Fuel Type: Electric.
- Dristeem Humidifier 2 (AHU 1): Model: VM99-21. Serial #: 1125684-01-02. Age of Unit: 11 years. Fuel Type: Electric.
- Dristeem Humidifier 1 (AHU 2): Model: VM99-21. Serial #: 1125684-01-01. Age of Unit: 11 years. Fuel Type: Electric.
- York AHU 1 Condenser: Model: HA300C00A5BAA2B. Serial #: (S)NANM005965. Age of Unit: 11 years. Fuel Type: Electric.
- York AHU 2 Condenser: Model: HA300C00A5BAA2B. Serial #: (S)NANM006382. Age of Unit: 11 years. Fuel Type: Electric.
- Thermolec AHU 1 Duct Heater: Model: SC-HTPZ. Serial #: 146453-001. Age of Unit: 11 years. Fuel Type: Electric.
- Thermolec AHU 2 Duct Heater: Model: SC-HTPZ. Serial #: 146453-001. Age of Unit: 11 years. Fuel Type: Electric.
- Greenheck Exhaust Fan Motor/ Blower 4: Model: BSQ-160-7-X. Serial #: 04L19709. Age of Unit: 11 years. Fuel Type: Electric.
- Greenheck Exhaust Fan Motor/ Blower 1: Model: BSQ-130-7-X. Serial #: 04L19741. Age of Unit: 11 years. Fuel Type: Electric.
- Greenheck Exhaust Fan Motor/ Blower 3: Model: SQ-120-B-X. Serial #: 04L19753. Age of Unit: 11 years. Fuel Type: Electric.
- Coyote Variable Speed Drive SF-2: Model: ETL-DC1-S2-F. Serial #: 183816. Age of Unit: 11 years. Fuel Type: Electric.
- Coyote Variable Speed Drive RF-2: Model: ETL-DC1-S2-F. Serial #: 183799. Age of Unit: 11 years. Fuel Type: Electric.
- Coyote Variable Speed Drive SF-1: Model: ETL-DC1-S2-F. Serial #: 183803. Age of Unit: 11 years. Fuel Type: Electric.
- Coyote Variable Speed Drive RF-1: Model: ETL-DC1-S2-F. Serial #: 183847. Age of Unit: 11 years. Fuel Type: Electric.

Notes: We were unable to pull any specific information off the cooling coils (x2) located in the air handling units. However, coils are recommended by manufacturer to be cleaned at least once per year.

Exhaust Fans are labeled 1, 3 and 4. For some reason there is # 2.

We have included the blowers as part of the fan motor assemblies as the blowers are difficult to access and some are not properly labeled.

### Location 3: Lloyd E. Matheson Center New Section:

- York AHU 1 Chamber (EMO): Model: XTI-042X039-KAHA058A. Serial #: CDYM XT0245. Age of Unit: 5 years. Fuel Type: Electric.
- Johnson Controls Variable Speed Drive AHU 1: Model: SVX004A1-5A4N1. Serial #: 13033348. Age of Unit: 5 years. Fuel Type: Electric.
- Nortec Humidifier AHU 1: Model: NHRS - 020. Serial #: 2112970. Age of Unit: 5 years. Fuel Type: Electric.
- Marathon Exhaust Fan AHU 1: Model: L V F 56T17D2112F. Serial #: F12K190037. Age of Unit: 5 years. Fuel Type: Electric.
- Twin City Blower AHU 1: Model: BS1090A. Serial #: A12-000000059504. Age of Unit: 5 years. Fuel Type: Electric.
- York Condenser AHU 1: Model: YC090C00A5BLD2A. Serial #: N1D2697013. Age of Unit: 5 years. Fuel Type: Electric.

- York AHU 2 Chamber (Council Chamber): Model: XTI-042X039-KAGA058A. Serial #: CDYM XT0246. Age of Unit: 5 years. Fuel Type: Electric.
- Nortec Humidifier AHU 2: Model: NHRS - 020. Serial #: 2112968. Age of Unit: 5 years. Fuel Type: Electric.
- Marathon Exhaust Fan Motor AHU 2: Model: L V F 56T1702110E. Serial #: F12K230010. Age of Unit: 5 years. Fuel Type: Electric.
- Greenheck Blower AHU 2: Model: QEI-16-1-7-X. Serial #: 12892577 1207. Age of Unit: 5 years. Fuel Type: Electric.
- Allen-Bradley Stop/ Start Drive AHU 2: More information is needed. Basically an on/ off switch. Doesn't require any regular maintenance.
- York Condenser AHU 2: Model: YC090C00A5BLD2A. Serial #: N1D2697012. Age of Unit: 5 years. Fuel Type: Electric.
- York AHU 3 Chamber (Remainder): Model: XTI-060X066-KALA058A. Serial #: CDYM XT0247. Age of Unit: 5 years. Fuel Type: Electric.
- Johnson Controls Variable Speed Drive Supply Fan AHU 3: Model: SVX010A1-5A4N1. Serial #: 13013682. Age of Unit: 5 years. Fuel Type: Electric.
- Johnson Controls Variable Speed Drive Exhaust Fan AHU 3: Model: SVX004A1-5A4N1. Serial #: 12967196. Age of Unit: 5 years. Fuel Type: Electric.
- Nortec Humidifier AHU 3: Model: NHRS - 065. Serial #: 2112971. Age of Unit: 5 years. Fuel Type: Electric.
- Marathon Exhaust Fan Motor (#3) AHU 3: Model: L V F 56T17D2110E. Serial #: F12K230025. Age of Unit: 5 years. Fuel Type: Electric.
- Greenheck Blower AHU 3: Model: QEI-16-1-7-X. Serial #: 12892578 1207. Age of Unit: 5 years. Fuel Type: Electric.
- Baldor-Reliance Fan Motor (#4) AHU 3: Model: EM3218T-5. Serial #: 36G548S594G2. Age of Unit: 5 years. Fuel Type: Electric.
- Greenheck Blower AHU 3: Model: QEI-22-1-50-X. Serial #: 12892579 1207. Age of Unit: 5 years. Fuel Type: Electric.
- York Condenser AHU 3: Model: YD240C00A5BLD2A. Serial #: N1D2697016. Age of Unit: 5 years. Fuel Type: Electric.
- Fujitsu Split A/C (for new section server room): Model: AOU12RLFW. Serial #: KRN 0 1 1 5 9 3. Age of Unit: 5 years. Fuel Type: Electric.

Notes: Please note all interior components of air handling units (including heating and cooling coils, supply fans, belts, filters, sensors etc.) to be included in 'AHU Chamber'. The air handlers were shipped as complete skus: this is why all the interior components are included, vs the old section where some items are listed separately.

The fan motors and blowers are listed separately as opposed to the old section where we have grouped them together due to ease of access.

#### **Location 4: Mount Uniacke Library & RCMP**

- Lennox Heat Pump for Library: Model: 2SHP13LC136T - 2. Serial #: 1612F10529. Age of Unit: 1 year. Fuel Type: Electric Heat Pump.
- Lennox Heat Pump for RCMP: Model: 13HPD - 030 - 230 - 16. Serial #: 1914M38475. Age of Unit: 1 year. Fuel Type: Electric Heat Pump.
- Lennox Air Handling Unit for Library: Model: CB29M - 41 - 1P. Serial #: 5899C 37584. Age of Unit: Estimated 15 years. Fuel Type: Electric.
- Lennox Air Handling Unit for RCMP: Model: CB29M - 31 - 1P. Serial #: 5899B 48782. Age of Unit: Estimated 15 years. Fuel Type: Electric.

#### **Location 5: Rawdon RCMP**

- Dristeem Humidifier: Model: VM-4. Serial #:1227040-01-01. Age of Unit: 2 years. Fuel Type: Electric.
- York #XP048 Heat Pump: Model: XP048E15P1BAA2A. Serial #: N1K4094328. Age of Unit: 2 years. Fuel Type: Electric Heat Pump.

#### **Location 6: Milford Pool**

- Fantech Women's Change Room Air Handling Unit: Model: SHR8004. Serial #: 9521501004 1072B. Age of Unit: Unknown. Fuel Type: Electric.
- Fantech Men's Change Room Air Handling Unit: Model: SHR8004. Serial #:9521501005 1072B. Age of Unit: Unknown. Fuel Type: Electric.
- Newmac Hot Water Boiler: Model: NBR3001C. Serial #: 030606D00063. Age of Unit: Unknown. Fuel Type: Oil.
- Bradford White Hot Water Heater: Model: RF-70-3. Serial #: KL28078833. Age of Unit: Unknown. Fuel Type: Oil.
- Beckett Oil Burner: Model: AFG. Serial #: 140624 - 07035. Age of Unit: Unknown. Fuel Type: Oil.
- Lennox Outside Condenser for Upstairs Offices: Model: HS23 - 513 - 1Y. Serial #: 5193F11866. Age of Unit: Unknown. Fuel Type: Electric Heat Pump (currently hooked up for cooling only).
- Lennox Air Handling Unit for Upstairs Offices: Model: CBS18 - 51 - 3P. Serial #: Unknown. Age of Unit: Unknown. Fuel Type: Electric.
- Dectron Outside Condenser for Dry-o-tron: Model: CLD030-S. Serial #: D0090404. Age of Unit: Unknown. Fuel Type: Electric.
- Dectron Dry-o-tron Dehumidifier: Model: DS-120-53. Serial #: 5905. Age of Unit: Unknown. Fuel Type: Electric.

Notes: Outside oil tank maintenance to be completed by refilling company as per agreement.

#### **6. EAST HANTS REPRESENTATIVE**

- 6.1. The primary East Hants Representative for these Services is Wendy Hill, Manager of Administrative Services. Certain locations are managed by other staff and there may be additional coordination requirements around LOC 1 and LOC 2. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.

#### **5. ADDITIONAL CLAUSES**

The following conditions will apply to any contract for Services which East Hants may elect to enter into with the Contractor. Where these clauses conflict with clauses specified by the Contractor, these clauses will prevail. East Hants will be reasonable in application of these clauses and may, at their sole discretion, choose to adopt the language of the Contractor's contract when it is in their best interests to do so.

#### **PERFORMANCE**

East Hants expects that any Contractor capable to perform the Services will perform them to a very high standard of quality and safety. East Hants will monitor performance and work with the Contractor to help the Contractor meet or exceed East Hants' expectations. Where the performance of a Service is not satisfactory to East Hants, the Contractor may be required to repair or re-perform the Services (or part thereof) to the satisfaction of East Hants, at no additional cost, before payment is made.

The Contractor must provide a schedule of when they expect to complete the Services for approval by East Hants.

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



- require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense; or
- if the Contractor 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 the Municipality in any way, East Hants may choose either to engage a third party to correct the work. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not an amount to offset, the Contractor 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 Contractor 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 Contractors' hands.

Unsatisfactory performance may result in the termination of the agreement.

In the event that an employee of the Contractor fails to perform the Services in a manner that East Hants, acting reasonably, does not deem as safe or competent, East Hants may require the Contractor to remove the employee from the performance of these Services. In such cases, East Hants will provide evidence of their complaint.

The Contractor will remove the employee from these Services immediately and may make such investigations as necessary, with which East Hants will reasonably cooperate, to validate or invalidate the complaint. Regardless of the Contractor's final determination on the complaint, the employee of the Contractor will only be allowed to return to perform Services if East Hants is satisfied that the complaint is invalidated.

#### **INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Municipality 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 brought or prosecuted that are based upon, occasioned by or attributed to any acts or omissions on the part of the Contractor, its officers, employees, students, agents, volunteers or those for whom the Contractor is responsible arising out of this agreement.

#### **WORKERS' COMPENSATION**

The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.

No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

#### **INSURANCE**

The Contractor shall, without limiting its obligations or liabilities, have and maintain throughout the duration of the agreement, the following insurance in order to remain in compliance with the terms of this Agreement:

- 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, but not be limited to the following clauses: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability. In addition:



- The property damage and/or bodily injury deductible for such insurance must not be more than \$1,000 per occurrence.
- Such insurance shall have a general aggregate of not less than \$5,000,000.
- Such insurance shall contain both cross-liability and severability of interest clauses.

Automobile insurance with a minimum limit of \$2,000,000.

- The property damage and/or bodily injury deductible, if applicable, must not be more than \$1,000 per occurrence.
- Insurance on the equipment and materials used to complete the work, if any. East Hants will not be responsible in any way for lost, damaged or stolen equipment however or by whomever caused.

The Contractor shall provide a Certificate of Insurance evidencing all insurances required in this agreement in a form acceptable to East Hants.

- The Certificate must list the competition number and the description of the Services being performed under the agreement.
- The Contractor must provide a new certificate each time the insurance is renewed, preferably 10 days before the expiry of the insurance.
- The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured.
- The Certificate must provide for 30 days' written notice of cancellation or material change. Any changes to coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this Agreement.

### **TERMINATION**

In addition to any other clauses within the Agreement with respect to termination and without limiting the foregoing, East Hants may terminate the Services of a Contractor if the Services are not, in East Hants' sole opinion, satisfactory. For greater clarity, East Hants may terminate a Contractor when:

- Services are not performed within five business days of a Service request where it is reasonable to consider that the Service could have been completed; or
- There have been significant or repeated delays in completing the Services which East Hants can document and which have exceeded three instances during the term of the agreement for Services; or
- Where the Services have not been performed according the schedule provided by the Contractor; or
- The quality of the Service is not to East Hants' satisfaction and, upon this being identified, the Contractor either cannot or does not improve the Service level in the next subsequent performance of the Services or cannot or will not re-perform the Service if so directed; and
- East Hants has made reasonable efforts to communicate its needs to the Contractor and has provided clear direction on its standards of quality as evidenced herein.

The Contractor must take care, in performing the Services, not to inconvenience members of the public.

Should there be site conditions or other unexpected situations which are found by the Contractor during the Term, the Contractor 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 Contractor must keep records of each time Services are performed. Such sheets must be included as back up to the summary provided in support of the Contractor's invoice.

### **SAFETY**

Prior to the commencement of any Services or whenever circumstances or conditions change, the Contractor, 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; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, verifying the use of appropriate protective equipment, and to monitor safe work practices.

### **RESPONSIBILITY FOR DAMAGE**

The Contractor shall repair and restore to its original condition any material or surface damaged by their operations.

The Contractor shall be entirely responsible for any loss or damage to their materials, supplies, and equipment.

### **MAINTAINING SECURITY**

The Contractor may be provided with access to locations, rooms or other areas that would normally be kept secure. In such cases, the Contractor is responsible that such locations are made secure (locked or otherwise secured) when such locations are left unattended.

The Contractor is responsible for the cost to replace keys or access cards that are lost or stolen while in their possession. In the case of keys, such cost may include the cost to re-key all locations to which the lost key had access and to replace a maximum of ten copies of the new key.

### **CONFIDENTIALITY**

In the course of discharging its duties under this Agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").



The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.

The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.

Upon termination of the Agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.

The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.

#### **COMPLIANCE**

The Contractor shall comply with all Federal, Provincial and Municipal regulations and other authorities having jurisdiction in completing the Services.

#### **INDEPENDENT STATUS**

The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee. Accordingly:

- The parties acknowledge that the Contractor and any subcontractor they may engage, and their respective employees, are not, nor are they deemed to be, employees of East Hants within the meaning set out in any employment legislation that may be applicable, or otherwise.
- The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Contractor or amounts paid by the Contractor to its employees or contractors.
- The Contractor also agrees to indemnify East Hants from any and all claims in respect to East Hants's failure to withhold and/or remit any payroll taxes, employment insurance premiums, Canada Pension Plan contributions, or similar payroll deductions.
- Further, the Contractor shall be solely and entirely responsible for all payments under the applicable Workers' Compensation legislation as it relates to their ability to provide service and receive payment.
- The Contractor agrees that as an Independent Contractor, the Contractor, and any person for whom it is legally responsible, will not be qualified to participate in or to receive any employee benefits that East Hants may extend to its employees.
- The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

#### **GOVERNING LAW**



The laws of Nova Scotia shall govern this Agreement. If any dispute should arise under the terms of this Agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

**ENUREMENT**

This agreement shall enure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

**SEVERABILITY**

If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

