

INFRASTRUCTURE & OPERATIONS

REQUEST FOR PROPOSALS

Transportation of Solid Waste
RFP50147

Release date: January 19, 2017

Proposals will be received up to
3:00:00 pm local time on Thursday, February 7, 2017

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



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Municipality of East Hants (“East Hants”) to prospective proponents to submit proposals for the provision of transportation services with respect to solid waste, recyclables and organic waste as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

East Hants operates a Waste Management Centre (WMC) in Georgefield, NS where various Waste Streams are collected before being redistributed for processing. East Hants requires the services of a transportation company to collect waste, recyclables, and organics from the WMC and then to deliver them to the location where it will be processed. Currently, East Hants redistributes organic waste to Fundy Compost in Brookfield, NS, source-separated solid waste to the Cogmagun Landfill in West Hants, NS, and recyclables to the Colchester Materials Recovery Facility in Kentown, NS, operated by the Municipality of Colchester.

The approximate value of the transportation services for all streams last year was approximately \$220,000 Canadian dollars.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

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

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of East Hants, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

If East Hants selects a proponent to provide these Services, East Hants may enter into direct contract negotiations to finalize an agreement with that proponent. The terms and conditions found in the Form of agreement (Appendix F) are to form the basis for commencing negotiations between East Hants and the selected proponent.

1.4 RFP Timetable

Site Visit / Pre-Bid Meeting	January 24, 2017 @ 1:00pm
Deadline for Questions	January 30, 2017 at 3:00:00 pm local Nova Scotia time
Deadline for Issuing Addenda	February 2, 2017
Submission Deadline	February 7, 2017 at 3:00:00 pm local Nova Scotia time
Rectification Period	3 Business Days
Anticipated Ranking of Proponents	Week of February 17, 2017
Contract Negotiation Period	10 Business Days
Anticipated Execution of Agreement	March 2017

The RFP timetable is tentative only, and may be changed by East Hants at any time.

There will be a Site Visit to allow proponents to view the WMC facility and for East Hants to provide a brief overview of operations. The Visit is not mandatory, but it is highly recommended that potential proponents attend.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted at Prescribed Location

Proposals must be submitted at:

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, RFP50147

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Subject to the process described below, proposals submitted after the Submission Deadline will be rejected.

A proponent may, at its option, email the RFP Contact prior to the Submission Deadline with delivery details, including the anticipated arrival time of its proposal. If a proposal does not arrive on or before the Submission Deadline, East Hants may provide those proponents who have given such prior notice one additional Business Day to effect the delivery of their proposals. The Submission Deadline will be deemed to be adjusted accordingly for the purpose of accepting those proposals. For the purposes of this Section, "Business Day" means any working day between 8:30 am and 4:30 pm, local Nova Scotia time, at the Prescribed Location, Monday to Friday inclusive, but excluding statutory and other holidays on which East Hants is closed for business.

1.5.3 Proposals to be Submitted in Prescribed Format

Proponents should submit three hard copies of their proposal and one electronic copy in Portable Document Format (PDF), submitted on either a disk or USB key enclosed in a sealed package. Proponents should ensure that all copies they submit, including electronic copies, are identical in terms of content. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal will prevail. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent. East Hants is under no obligation to return withdrawn proposals.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

East Hants will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form. This form must be submitted in a separate, sealed envelope marked “RFP50147 – Pricing Form”. Such pricing information should not appear elsewhere in the proposal.

2.2.3 Other Mandatory Submission Requirements

The proponent must also submit with their proposal the following:

- Completed Appendix A, Proponent Questionnaire
- Completed Appendix E, Safety Questionnaire
- Evidence the business is registered to operate from the jurisdiction in which it is registered. In the case of Nova Scotia companies, a print off of their profile on the Registry of Joint Stocks is sufficient provided the registration is current.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

East Hants will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of East Hants as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

East Hants will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D). Only proposals which score a minimum of 19 points will be considered further.



2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

Proponents must pricing information for all three Waste Streams.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, the score from Stage II will be added to the score for price for each proponent to determine the top-rated proponent.

The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize an agreement with East Hants with respect to the Services.

In the event of a tie, the selected proponent will be the proponent with the lowest price.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix F) are to form the basis for commencing negotiations between East Hants and the selected proponent. Negotiations may include requests by East Hants for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until East Hants elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

East Hants and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.



3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent



procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of East Hants in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as

described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of East Hants; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

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

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

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.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - PROPONENT QUESTIONNAIRE

Operations:

EXPERIENCE

- 1 Describe your company's experience in the transportation of Municipal Solid Waste or comparable field over the last five years in the format below:

Description of Services	Customer Name and Location	When?	
		Start Date	Finish Date

EQUIPMENT

- 2 Describe the equipment will be used to complete the services using the format specified below. Please specify the number of each type of equipment that are available, the age of each piece of equipment, provide a description of each piece, describe how the equipment will be used, and certify that they are sufficient to complete the services. We are most interested in the trucks, trailers, dumps and similar equipment that will provide the transportation services. If equipment must be ordered, please confirm the expected lead-time in the description field.

Quantity	Description	Age	Used for?	Sufficient?



- 3 Describe how your equipment is cleaned and maintained, including the frequency of cleaning, the preventative maintenance schedule and what maintenance is typically done.

- 4 Describe your contingency plan in case of equipment breakdown?

- 5 Are there specific safety routines which are performed at the dispatch locations? At the destination after loading or unloading?



PERSONNEL

- 6 Describe the qualifications (special licenses, mandatory training, experience, etc.) of the personnel who would provide the services (drivers, spotters and any other personnel you may identify). If personnel would have to be hired, describe the minimum qualifications, training and experience required for the position.

Name	Position/Title	Special Licenses	Mandatory Training	Experience

- 7 Describe your operational environment. How do you dispatch and manage equipment? How do you stay in touch with drivers? Who performs your customer service and where are they located? Include any information you believe would be relevant to our understanding of what our customer experience would be.



- 8 What are the days and hours of operation for your company? Please list any days of the week, holidays or other times when Services would not be available. If customer service hours are different than hours in which transportation can take place, please distinguish between the two.

- 9 If you plan to use sub-contractors to deliver some or all of the Services, including contingency for breakdown, please complete a questionnaire for each sub-contractor. Be sure to provide a description of how sub-contractors will be used in your operations. Note that East Hants requires a single point of contact for customer service with respect to these Services.

- 10 East Hants wants to be sure that the provider, or their subcontractors, has a reasonable safety and compliance record. Provide a copy Commercial Carrier Safety Fitness Rating, as issued by the Province of Nova Scotia.

- 11 Does your company require Motor Vehicle Abstracts for all light/heavy equipment and vehicle operators when first hired? At what frequency do you require updated abstracts (annually, monthly, etc.)?



- 12 What is/are your definition(s) of unacceptable Motor Vehicle Abstracts? What are your rules or regulations pertaining to potentially unacceptable Motor Vehicle Abstracts? Do you require sub-contractors follow similar procedures?

Note: East Hants will not accept drivers for this work who have alcohol-related convictions and revocations within the last five years.



APPENDIX B – SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.



5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of East Hants within twelve (12) months prior to the Submission Deadline:



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and 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.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX C – PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Proponents must provide rates for the transportation of all Waste Streams to be considered for award.

2. Pricing Form

The prices and rates described in this section do not include Harmonized Sales Tax (HST). The proponent must provide rates for each year in each table. If no rate will be assessed, indicate the rate is "\$0.00"; do not leave sections blank.

a. Organics Transportation (Rate per Tonne, all inclusive)

EAQ 1500 tonne	Year 1 April 1, 2017 to March 31, 2018	Year 2 April 1, 2018 to March 31, 2019	Year 3 April 1, 2019 to March 31, 2020
Organics Transportation	/ tonne	/ tonne	/ tonne

b. Solid Waste Transportation (Rate per Tonne, all inclusive)

EAQ 5100 tonne	Year 1 April 1, 2017 to March 31, 2018	Year 2 April 1, 2018 to March 31, 2019	Year 3 April 1, 2019 to March 31, 2020
Solid Waste Transportation	/ tonne	/ tonne	/ tonne

c. Recyclables Transportation (Rate per Load, all inclusive)

EAQ 82 loads	Year 1 April 1, 2017 to March 31, 2018	Year 2 April 1, 2018 to March 31, 2019	Year 3 April 1, 2019 to March 31, 2020
Recyclables Transportation	/ load	/ load	/ load

d. Turnaway Costs (Lump Sum, per instance):

EAQ 2 instances	Year 1 April 1, 2017 to March 31, 2018	Year 2 April 1, 2018 to March 31, 2019	Year 3 April 1, 2019 to March 31, 2020
Turnaway Cost at WMC	/ instance	/ instance	/ instance

e. Daily Fee to have a spare trailer at the WMC, inclusive of all costs. This rate is not calculated as part of the Price but may be considered as part of the overall proposal.

Daily Fee: \$_____

Note: The EAQ is an estimate based on calculations made by East Hants based on historical averages. This figure is not intended to, nor will it, represent a guarantee of the value or volume of work to be assigned to the successful proponent.

3. Evaluation of Pricing

Pricing is worth 70 points of the total score.

East Hants will perform the following calculations using the information provided by the proponent in the pricing form.

Determine the Estimated Cost for Organics Transportation: Multiply the EAQ by the rate for each year in table a. and add the products together.

Determine the Estimated Cost to Solid Waste Transportation: Multiply the EAQ by the rate for each year in table b. and add the products together.

Determine the Estimated Cost for Recyclables Transportation: Multiply the EAQ by the rate for each year in table c. and add the products together.

Determine the Estimated Turnaway Costs: Multiply the EAQ by the rate for each year in table d. and add the products together.

Determine the Estimated Contract Price: Add the Estimated Cost for Organics Transportation, the Estimated Cost for Solid Waste Transportation, the Estimated Cost for Recyclables Transportation and the Estimated Turnaway Costs; the sum of these four items is the Estimated Contract Price.

The Estimated Contract Price for the transportation of all Waste Streams, including Turnaway Cost, will be scored based on a relative pricing formula. Each proponent will receive a percentage of the total possible points allocated to Price, which will be calculated in accordance with the following formula:

$$\frac{(\text{lowest Estimated Contract Price} \div \text{proponent's Estimated Contract Price}) \times \text{weighting}}{= \text{proponent's pricing points}}$$

Note: Item 2e. is not evaluated as part of the Price evaluation.



APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

The Municipality of East Hants (East Hants) operates a Waste Management Centre (WMC) in Georgefield, NS where various Waste Streams are collected before being redistributed for processing. East Hants requires the services of one or more transportation companies to collect waste from the WMC and then to deliver it to the location where it will be processed. Currently, East Hants redistributes organic waste to Fundy Compost in Brookfield, NS, source-separated solid waste to the Cogmagun Landfill in West Hants, NS and recyclables to the Colchester Materials Recovery Facility in Kemptown, NS, operated by the Municipality of Colchester.

Each Waste Stream must be transported separately and recyclables must further be delivered as two separate categories: Containers (consisting of glass, metal and plastic recyclables) and Paper (consisting of primarily paper recyclables). Each receiving location may have specific requirements which the successful proponent will be solely responsible to meet. Proponents are encouraged to contact each location to verify if there are any requirements which may impact the operations they propose.

Each load must be secured to prevent the release of materials while in transit. If materials are released while in transit, the proponent will be solely responsible for the collection and clean-up of such materials and for any claims, charges, fees or costs that may result from such release.

It is expected that the Contractor will use detachable trailers to transport the waste. The Contractor may be required to provide a spare trailer at the WMC for periods when Transportation may be delayed or otherwise impossible. When the delay is a result of a request by East Hants to have a spare trailer at the WMC, East Hants will pay a Daily Fee for each twenty-four hour period East Hants requires the trailer to be on site, ending when East Hants advises the Contractor that the spare trailer is no longer required. Where the circumstance requiring the spare trailer is within the control of or is for the convenience of the Contractor, the Contractor may not charge East Hants any fee.

The Contractor shall supply sufficient quantity and capacity of equipment and labour to transport and unload the waste. A 53' hydraulically powered walking floor trailer is typically required to transport Solid Waste and Recyclables and a 26' dump-style trailer is typically required to transport organics. Recyclables are transported on a per load basis, but Organic Waste and Solid Waste will be based on the weight per Tonne. Contractors may not restrict the load size to artificially increase the number of trips.

East Hants may consider other proposals to transport waste, but the described arrangement has been the most efficient and cost effective we have been able to identify. The typical process is as follows:

- Contractor arrives at WMC
- Contractor reports to scale to have tare weight taken
- Contractor presents trailer for loading of the waste specified to be collected
- East Hants loads the waste (at no point can or will East Hants compact waste)
- Contractor reports to scale to confirm loaded weight
- Contractor transports waste to appropriate Receiving Facility
- Contractor unloads as specified at the Receiving Facility

All trailers used for transporting waste must be able to be loaded from the top, must be maintained in a clean and serviceable condition that is acceptable to East Hants, acting reasonably. The proponent must ensure they comply with all applicable legislation with respect to such operating equipment and transporting waste of this type.

Receiving Locations

Cogmagun Landfill
1569 Walton Woods Road
West Hants, NS
Distance from WMC: Approximately 61 kilometers

Colchester Materials Recovery Facility
185 Mingo Rd,
Kemptown, NS B6L 2K4
Distance from WMC: Approximately 103 kilometers

Fundy Compost Inc.
1332 Pleasant Valley Road
Brookfield, NS B0N 1C0
Distance from WMC: Approximately 30 kilometers

Distances are approximate and proponents are solely responsible to verify the actual distances they will be required to travel when completing these services and to price for those distances accordingly.

Some Receiving Locations and some circumstances may require that the Contractor use a spotter when preparing to unload. The Contractor is responsible to supply the spotter, if needed.

The Contractor has included in their rates all costs for which they wish to be reimbursed in the performance of the services, including, without limitation, labour, fuel, equipment costs, overhead, and profit.

Safety is a primary concern of East Hants. The Contractor must ensure that their staff act safely when performing the services, that they have and use the appropriate personal protective equipment (PPE) and high-visibility clothing, and that they have sufficient training and experience to perform the work required of them.

While Contractors are encouraged to find efficient ways to improve the performance of the Services, East Hants must be made aware of any changes the Contractor would like to make prior to the Contractor making such changes and such changes may not proceed without East Hants' written approval and in accordance with the Change provisions of the agreement. Such changes must not increase the costs paid by East Hants. East Hants may require the Contractor to share a portion of any cost savings that are realized as a condition of allowing the Contractor to implement a cost savings measure. Any changes to the Services must be made with consideration for sustainability and impact on the environment.

Schedule & Delay

The actual frequency of transportation of waste materials will vary. East Hants and the Contractor will develop a general schedule for the transportation of waste, but such schedule will have to be adjusted based on the actual availability of waste to be transported.

Unscheduled collections are not permitted. East Hants may, in their sole discretion, allow an unscheduled collection provided there is a telephone or email request to make the collection before the driver arrives at the WMC. East Hants will not be liable for any costs associated with an unscheduled collection that is refused.

The Contractor must accommodate the opening and closing times of all Receiving Locations and of the WMC, including any cut-offs that may be in place for loading or off-loading. Except as noted herein, the Contractor is responsible to get to a Receiving Location or the WMC in sufficient time to be loaded or to unload. The Contractor shall, unless there are specific reasons preventing them from doing so, use the most direct and cost-effective routes when delivering the Services.



The amount of time it takes to load for each waste may vary depending on the operator and the volume, or consistency of the waste. The typical cycle time to load is less than one hour, based on internal estimates prepared by East Hants.

There may be wait times associated with entering the WMC if the WMC is busy. East Hants will not compensate the Contractor for wait times at the scale or for loading unless, at the end of the wait, East Hants refuses to load the Contractor. In such case, the Contractor will only be entitled to the Turnaway Cost identified in the Rates.

East Hants must provide reasonable notice by phone or email in the event that they must cancel a scheduled collection. If a collection must be cancelled after the Contractor's driver is already in transit, East Hants will only be responsible to pay Turnaway Costs for the first scheduled collection that will be cancelled, not for other scheduled collections in that calendar day.

There may be wait times at the Receiving Locations. East Hants will not be responsible for any costs related to wait times or refusal at a Receiving Location. Where the wait time at East Hants may result in the Contractor not being able to make it to the Receiving Location in time to unload, the Contractor may request, and East Hants shall not unreasonably deny such request, to delay collection to another time. Under these circumstances neither East Hants nor the Contractor shall be assessed a fee for the missed or cancelled collection.

Failure to collect waste as specified in the agreement may result in East Hants' incurring additional fees to manage the waste until collection services can be restored. East Hants has estimated these costs and they are included as Table 1. In the event that the Contractor cannot perform the collection and transportation services, East Hants may invoice the Contractor, and the Contractor will promptly pay, for the following liquidated damages:

Table 1.

Event	Duration/Frequency	Liquidated Damages
Rescheduled Collection (approved by East Hants)*	Instance	\$0.00
Missed Collection (Contractor's delay)	Instance	See Rate for Turnaway Costs
After-hours appointment (Contractor's delay)	Per Hour (min 2 hours)	\$100.00
Cancelled Collection (East Hants' delay)	Instance	See Rates for Turnaway Cost

* Subject to prior notice and East Hants must agree

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

East Hants will, from time to time, identify new sources of supply for the disposal services related to the materials to be transported. In such cases, East Hants may need to change the Receiving Location for the type of waste. In that event, East Hants will advise the Contractor that such a change may occur and will discuss the impact on the rates, if any, of a change in Receiving Location.

In the event that provincial regulations change or should the business model of East Hants change whereby the Transportation of any waste is no longer required, East Hants may discontinue Transportation of such waste without penalty. East Hants will attempt to provide the Contractor with reasonable notice of such a change, but is not obligated to provide any notice.

The pre-conditions of award that apply to this RFP, if any, are set out below.

Award is subject to approval by the Chief Administrative Officer (CAO). Additional approvals from Council may be required.

The proponent must become registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBS), regardless of their normal status under the *Workers' Compensation Act*, prior to commencing the Services.

Failure to register or to obtain good standing within 10 days of notification of award may result in the award being rescinded.

The successful proponent(s) must provide evidence of insurance acceptable to East Hants within 10 days of notification of Award.

The successful proponent(s) must be able to start the Services by April 1, 2017.

C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

N/A

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Experience and Qualifications	20	15
D.2 References	5	2
D.3 Equipment to be Used	5	2
Pricing	70	N/A
Total Points	100	N/A

D.1 Experience and Qualifications

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent, including the following:
 - a. Legal Name of the business;
 - b. Number of years in business; and
 - c. Nature of the business.
- (b) a description of the types of services the proponent has previously provided and/or is currently providing to businesses or governments other than East Hants, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) its knowledge, skills and expertise in the following areas:

- a. Experience in Transportation; and
 - b. Specific qualifications and licenses which qualify the proponent to provide these Services.
- (e) a description of how the proponent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the proponent intends to structure its working relationship with East Hants.
- (f) East Hants will consider the responses in Appendix A in determining the score for this section,

D.2 References

Each proponent is requested to provide three (3) references from clients who have obtained services similar to those requested in this RFP from the proponent in the last five years. While East Hants may consider their previous experience with the proponent, the proponent may not use East Hants as a reference for the purposes of this section.

D.3 Equipment to Be Used

East Hants will evaluate the responses in Appendix A with respect to Equipment in determining the score for this section. The proponent may provide additional information about their equipment and delivery of the Services which East Hants may also consider.



Appendix E - SAFETY QUESTIONNAIRE

Use additional pages if required. Please cross-reference your responses and please reference Appendix A and the appropriate question number on the additional pages. Ensure that each additional page contains your company name.

Safety:

INSURANCE/WORKERS' COMPENSATION COVERAGE:

1 Does your company carry coverage sufficient to meet the requirements specified in the contract?

☐ Yes ☐ No

2 If no, will you obtain sufficient coverage to meet these requirements? _____

☐ Yes ☐ No

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

☐ Yes ☐ No

4 If no, will you register and be in good standing as a condition of award? _____

☐ Yes ☐ No

SAFETY PERFORMANCE:

5 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

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

SAFETY PROGRAM:

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

☐ Yes ☐ No

8 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

9 How do you communicate your safety policies and procedures?

10 How often do managers/principals/executive officers visit the work site? _____

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

- 12 Does your company have a risk assessment procedure?

☐ Yes ☐ No

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

☐ Yes ☐ No

- 14 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.

- 15 Do you provide on the job training to all employees?

☐ Yes ☐ No

- 16 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.

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

☐ Yes ☐ No

Please describe:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

- 20 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.



APPENDIX F - FORM OF AGREEMENT

Sample Agreement

THIS AGREEMENT is effective <<date>>, 2017 ("Effective Date")

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act (SNS 1998, c. 18)*, having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called "East Hants"

-and-

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the "Contractor")

BACKGROUND

East Hants wishes to retain the Contractor to provide solid waste transportation services ("Services"), more fully explained in Appendix D, Section A, Deliverables.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
- 3 Schedule means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.
- 4 Contractor and Consultant mean the same under this agreement.

CONTRACT DOCUMENTS

- 5 This agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
 - a. This Independent Contractor Agreement;
 - b. Appendix D, Section A, The Deliverables;
 - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - d. <<insert additional documents as applicable>>.

INTENT

- 6 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 7 The Contractor warrants that it has the necessary resources to complete the Services in a competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and



sufficient personnel, plant, equipment, materials, fuel, adequate financial resources, and any other unique or general resources necessary to complete the Services.

TERM

- 8 This agreement shall commence on the Effective Date and shall end:
- a. March 31, 2020 unless extended for an additional period, by mutual agreement of the parties, in writing; or
 - b. In the event of Termination in accordance with the terms of this agreement

REMUNERATION

- 9 East Hants shall remunerate the Contractor at the rates specified in Schedule A, subsection 1.8. *Rates*. In addition:
- a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
 - b. Invoices for Services must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request. The Fuel Surcharge may be reconciled on a frequency as specified in the Fuel Surcharge subsection.
 - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice 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.
 - d. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - e. No payment made by East Hants under this agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.
 - f. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the agreement.
 - g. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
 - h. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination.
 - o. The Contractor shall be solely responsible to pay all costs and expenses arising out of this agreement, whether or not East Hants intends to reimburse the client for them.

INDEPENDENT STATUS

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

Accordingly:

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.

PERSONNEL

- 11 The Contractor is advised that East Hants expects the personnel listed in the Contractor's duly signed proposal to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing any member of the work team. In the case of personnel being changed, the new personnel being assigned must have a similar length and breadth of experience relevant to this project as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 12 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or renovations, or demonstrated incompetence may be cause to have an employee removed.
- 13 East Hants reserves the right to request drivers' abstracts for any drivers the Contractor may propose to use to provide the Services and to reject drivers who have alcohol-related convictions or revocations in their drivers' abstract within 5 years of the Effective Date. In the event that the Contractor wishes to use a new driver for this work, they must provide the drivers' abstract for the driver to be added. Abstracts must be provided in a reasonable time prior to the driver performing the Services.

SUBCONTRACTOR

- 14 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.
- 15 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
 - a. Identify the reasons why the named subcontractor cannot complete the Services;

- b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 16 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this agreement.

CONFIDENTIALITY

- 17 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.

INFORMATION COLLECTED

- 18 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
 - a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and
 - b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

INDEMNIFICATION

- 18 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 you are responsible arising out of this agreement.

INSURANCE

- 19 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability 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: 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.
- 20 The Contractor must provide a certificate of insurance from their insurer for this coverage. 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. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and



- c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in Clauses 19 and 21.
- 21 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery;
- 22 All insurance required in this agreement must provide 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed and for the duration of this contract.
- 23 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 24 In addition:
 - a. 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.
 - b. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
 - c. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
 - d. Changes to incorporation information must be disclosed within a reasonable time of the change; and
 - e. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

REGULATIONS

- 25 The Contractor shall comply with all existing Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

TAXES

- 26 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 27 The Contractor shall 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 Contractor.
- 28 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 29 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

WORKERS' COMPENSATION



- 30 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.
- 31 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.

CONFLICT OF INTEREST

- 32 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

PERFORMANCE

- 33 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement or standards specified herein, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the Contract; or
 - b. 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 or to perform the Services or to perform such corrections or to perform such Services themselves. 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 amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
 - d. East Hants may terminate the agreement in accordance with the Termination clauses herein.
- 34 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the Receiving Location or using third party evaluation services;
 - b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
 - c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;

- d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants;

CHANGES

- 35 Requests for changes to the Deliverables must be submitted in writing by the party requesting the change. Changes to the Deliverables may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement.
- 36 The actual amount of material to be transported will vary and therefore any changes in quantity, weight, volume, or other methods of measuring the actual waste to be transported are not considered changes with respect to this section of the agreement, including if East Hants should no longer wish to transport any or all of the waste products identified in the agreement.
- 37 If a change requested by either party will impact the Rates specified for part of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide reasonable justification for the need for and amount of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in costs that they will incur in making the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in rates is expected.
- 38 Receiving Locations, routes and regulations governing transportation may change throughout the duration of the agreement. If there is a change in the distance that the Contractor must travel in order to provide the Services and they can demonstrate that such a change is unavoidable, the rates for the affected Services or Receiving Locations may be increased if the distance is increased by 10 kilometres or more and decreased if the distance decreases by 10 kilometres or more.

FUEL SURCHARGE

- 39 The Contractor will be entitled to a fuel adjustment amount when there is a difference between the Benchmark Price and the Monthly Average Price as follows. The surcharge will be reconciled at a frequency acceptable to both parties.
- 40 The Adjustment (upward or downward) will be determined by the monthly average wholesale selling price for diesel fuel in Zone 1. These averages will be calculated using the weekly Wholesale Selling Prices according to the Nova Scotia Petroleum Price Schedule as found on the Nova Scotia Utility and Review Board website:

<https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing/historical-prices>
- 41 The average fuel price for the month of December 2016 will be considered the Benchmark Price (BP). East Hants will calculate the average fuel price, or Monthly Average Price (MAP), for the month under consideration for the surcharge. The Benchmark Price will be subtracted from the Monthly Average Price. If the remainder is positive, the Contractor is entitled to a surcharge amount. If the result is negative, East Hants is entitled to a credit. If the amount is zero, no surcharge or credit is assessed.
- 42 The volume of fuel will be the kilometers travelled for all applicable locations during the period under consideration multiplied by the fuel consumption constant of 0.5 litres per kilometer (l/km). The number of total kilometers are determined by multiplying the kilometers per trip by the number of trips for each location.
- 43 The result determined by subtracting the BP from the MAP is multiplied by the volume of fuel used during the month in question to determine the amount of the surcharge or the credit.

Example: For the month of March, 16 loads of Solid Waste were taken to Cogmagun:

Example Benchmark Price (BP) = \$0.928/l

Example March MAP = \$1.00/l

61 Km litres x 16 trips = 976 total km

976km x 0.5l/km = 488 litres (l)

\$1.00 - \$0.928 = \$0.072 difference per litre

\$0.072 x 488 = \$35.14 for fuel surcharge for March

TERMINATION

- 44 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 45 Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 46 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 47 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 48 Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

- 49 In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into an agreement with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

ASSIGNMENT

- 50 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers with are attempted to be made to this agreement without such permission will be void.

ENTIRE AGREEMENT

- 51 The agreement, together with the Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific agreement.

INTERPRETATION

- 52 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the agreement. Any numbers or changes of gender will be interpreted in context.



NOTIFICATION

53 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

54 The Notifications shall be addressed as follows:

a. By mail, in person or courier to East Hants:

Municipality of East Hants
RFP50147 - Transportation of Solid Waste
230-15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Manager of Solid Waste

b. By email to East Hants:

Primary: atrask@easthants.ca
Cc: mhatfield@easthants.ca

c. By mail to the Contractor:

<<Company Name>>
RFP50147 - Transportation of Solid Waste
<<Address>>

Attention: <<Name>>

d. By email to Contractor:

Primary: <<email address>>
Cc: <<as requested by Contractor>>

GOVERNING LAW

55 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

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

SEVERABILITY

57 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.



WAIVER

58 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

SIGNED hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

