

INFRASTRUCTURE & OPERATIONS

REQUEST FOR QUOTATIONS

Snow Clearing and Ice Control, Sidewalks
RFQ50172

Release date: July 19, 2017

Quotations will be received up to
3:00:00 pm local time on Tuesday, August 8, 2017

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Procurement Officer
Municipality of East Hants
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1. INSTRUCTIONS TO BIDDERS

1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) requires the services of a qualified Vendor to provide snow clearing and ice control on approximately 20 kilometers of municipal sidewalks, some concrete and some asphalt. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to supply these Services.

1.2. Definitions

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** the Bidder whose Quotation is selected for award.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Goods or Services
- 1.2.4. **Independent Contractor:** a Bidder, successful or otherwise, or a Vendor, as defined in this RFQ, is considered to be an Independent Contractor, not an employee of East Hants.

1.3. Quotation Deadline

- 1.3.1. Quotations will be received up to **3:00:00 pm** local time on **August 8, 2017** 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

- 1.3.2. Quotations 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 Quotation Deadline. Please allow sufficient time to be served by staff.

1.4. Quotation Submission

- 1.4.1. Bidder shall submit their quotation in one package containing two envelopes. Each envelope, and the outer packaging, must have the Bidder's name clearly indicated.
- 1.4.2. The Technical Quotation shall consist of three printed copies of the Bidder's written response and one electronic copy on disk or USB. The Technical response may not include the pricing information requested in Appendix A.
- 1.4.3. Envelope 1 will contain the Technical response, including Appendix B, Appendix C and Appendix D, and shall be labelled:

"RFQ50172 - Sidewalks, Technical"
- 1.4.4. Envelope 2 will contain the Pricing quotation, including Appendix A, and shall be labelled:

"RFQ50172 -Sidewalks, Price"
- 1.4.5. The outer package in which Envelopes 1 and 2 are sealed must be labelled:



“RFQ50172 – Snow Clearing & Ice Control, Sidewalks”

- 1.4.6. Although minor inconsistencies in labelling will not be cause to invalidate a response, the Bidder must ensure that the Competition Number is clearly visible on the outer packaging, especially when sending by courier or other means, to ensure the package is recognized as a quotation and received as described herein for consideration. East Hants will not be responsible to consider quotations which are not clearly marked.
- 1.4.7. The Bidder must ensure that all copies they submit are identical in terms of content. East Hants will not accept any responsibility for omissions or errors in a Bidder’s quotation or copy thereof and may reject any quotation where East Hants determines, in their sole opinion, such differences are material to understanding the quotation.

1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this Request for Quotations shall be in writing, preferably by email, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: 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 3:00:00 local Nova Scotia time on August 3, 2017.
- 1.5.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

1.6. Quotation Acceptance (Privilege Clause)

- 1.6.1. All Quotations become the property of East Hants once submitted.
- 1.6.1. Late Quotations will be rejected and will be returned unopened. Faxed Quotations will not be accepted. Emailed Quotations will not be accepted. Incomplete Quotations may be rejected.
- 1.6.2. Any Quotation that does not include all of the information required in this RFQ may 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 Quotation.
- 1.6.3. This document and Request for Quotation process does not constitute a call for Tenders.
- 1.6.4. Bidders undertake any expenditure related to the submission of a Quotation at their own risk.
- 1.6.5. This Request for Quotations 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.
- 1.6.6. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Bidders. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of 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 Quotations received and the needs of East Hants.



- 1.6.7. East Hants reserves the right to reject all or any Quotations, and to not accept the lowest Quotation. East Hants may accept any Quotation or any portion of any Quotation that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Quotations that, in its sole discretion, are not in the best interests of East Hants.
- 1.6.8. East Hants reserves the right to waive formality, informality or technicality in any Quotation. This includes the right to accept a Quotation that is not strictly compliant with the instructions in the Request for Quotations document.
- 1.6.9. East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
- 1.6.10. East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
- 1.6.11. 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 Quotations.
- 1.6.12. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 1.6.13. Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 1.6.14. The Bidder is responsible for all costs associated with preparing and submitting this Quotation. 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 Quotation.
- 1.6.15. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Quotation and before the deadline for questions has passed.
- 1.6.16. East Hants may cancel the RFQ process at any time, for any reason, in its sole discretion. In the event that an RFQ process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Vendor or Bidder.
- 1.6.17. In providing a Quotation, the Bidder warrants that their Quotation is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Quotation is to be provided may extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants. Bidders must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award.
- 1.6.18. Bidders 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 Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.
- 1.6.19. Bidders are advised to no commitment to purchase Goods or Services shall exist until the successful Bidder 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.



- 1.6.20. This process and the procurement of Goods and Services, if any, resulting from this RFQ 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.
- 1.6.21. East Hants does not bind itself to accept any quotation, but may accept any quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's quotation. East Hants may:
 - reject any or all of the quotations;
 - accept any quotation;
 - if only one quotation is received, choose to accept or reject it;
 - not to accept the lowest bid price; or
 - alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 1.6.22. Bidders 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 RFQ may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFQ process, including the evaluation of quotations. Bidders are further advised that East Hants may make public the names of any or all Bidders and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- 1.6.23. One or more of the following trade agreements may apply to this solicitation:
 - Atlantic Canada Procurement Agreement
 - Canada Agreement on Free Trade
- 1.6.24. In submitting a Quotation, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- 1.6.25. Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for any claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.

1.7. Quotation Openings

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

1.8. Quotation Validity

- 1.8.1. Quotations shall remain valid for acceptance for a period of thirty (30) days from the Quotation Deadline or such additional time as may be mutually agreed upon in writing.

1.9. Cost



- 1.9.1. The cost to provide the Services must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.2. The equipment Rates submitted by the Bidder must be the total cost to operate the equipment in order to provide the Services. The cost must represent all costs related to operating the equipment including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, and any other such costs that may apply. The cost must also include such labour and supervision as will be required to operate the equipment in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 1.9.3. The Bidder is to provide a single Rates for snow clearing and salting operations per hour, the rate for salt per tonne and the rate for sand per cubic metre as specified in the table in Appendix A.
- 1.9.4. East Hants has requested Rates for sand and salt for the entire Term of the agreement. We understand the cost for salt can be affected by factors outside of your control. East Hants will consider negotiating a cost escalation/de-escalation clause to apply after Year Three of the agreement, with the successful Bidder.

1.10. Quotation Requirements

- 1.10.1. The Services required are described in Part 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support it expects from a Contractor.
- 1.10.2. The Bidder must familiarize themselves with the existing conditions and the Requirements before submitting a Quotation. Ignorance of existing conditions will not be accepted as a basis for any claims for extra compensation during the term of the contract. Bidders are expected to understand the requirements and submit their Quotation accordingly. If something is unclear, please ask for clarification.
- 1.10.3. East Hants needs to understand if the Bidder has the capacity and capability to complete the Services. To do so, East Hants have included a questionnaire which the Bidder must fill out and which will be used when evaluating the quotation, Appendix C, Bidder Questionnaire. A Bidder may provide additional information if they feel it is relevant to their response.
- 1.10.4. The Bidder must complete Appendix D, the Safety Questionnaire.
- 1.10.5. Bidder must provide three recent examples, in the format specified in Appendix B, of where they have provided similar services to other organizations. Examples where the most recent activity is less than two years ago are preferred.
 - 1.10.5.1. East Hants may not be used as an example in this context, however East Hants may consider their own experiences with Bidder for this type of work when evaluating the Bidder's response and the Bidder may mention the work they do or have done for East Hants when discussing experience;
 - 1.10.5.2. The examples are to demonstrate the capability, capacity and quality of the work the Bidder is capable to perform;
 - 1.10.5.3. The examples do not have to be limited to clearing of roadways; however, experience in clearing roadways, including gravel roads, is preferred;
 - 1.10.5.4. The companies used as examples may be contacted for references. Please include current contact information if known. If you do not know the current contact information because the contract is finished, please indicate so; and



- 1.10.5.5. If the three examples cannot be used as references for any reason, in particular if they are no longer in business or over two years old, please include additional current references whom we may contact, regardless of the nature of work.
 - 1.10.6. Bidders must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information, Appendix C, the Bidder Questionnaire and Appendix D, the Safety Questionnaire.
 - 1.10.7. In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFQ. The Bidder may include any tables or attachments it feels will help clarify their Quotations above the minimums identified in the RFQ document.
 - 1.10.8. Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or service providers will be used. All vendors and service providers shall be subject to approval by East Hants.
 - 1.10.9. East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Quotation or from any Bidder, prior to award.
 - 1.10.10. The Successful Bidder may be required to show proof of insurance. Insurance requirements form part of the Sample Agreement in Appendix E.
 - 1.10.11. The successful Contractor will be required to accept and sign the Sample Agreement included with this RFQ package. Failure to comply with the conditions in this agreement may result in the rejection of the Bidder's quotation or the cancellation of award. The Sample Agreement may contain requirements which affect how you respond to this RFQ; please examine the Sample Agreement carefully and seek clarifications if you do not understand any of the obligations.
 - 1.11. **Quotation Evaluation**
 - 1.11.1. East Hants will review each Quotation and assign it points up to the maximum number of points available for each criterion. The points will be assigned based on the information provided by the Bidder, East Hants' understanding of the information submitted by the Bidder, East Hants' understanding of its needs, and, in East Hants' sole opinion, how well the Quotation addresses those needs.
 - 1.11.2. In determining best value, East Hants may consider any part of the Bidders Quotation, including all attachments, omissions and submissions, as well as any references or past experience East Hants may have with the Bidder in similar circumstances.
 - 1.11.3. East Hants will evaluate each proposal in two steps, the Technical evaluation, where the Bidder's Technical response will be evaluated using the criteria specified in Table 1, and the evaluation of Price.
 - 1.11.4. Bidders must achieve a minimum of 35 points for their Technical response to have their Price envelope opened and evaluated.
 - 1.11.5. Bidders who do not achieve a minimum of 35 points for their Technical response will not be considered further.



- 1.11.6. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may be selected for award. In the case of a tie, East Hants may use any method it chooses to determine award, including chance.

Criteria for Services Award	Available Points
Price (estimated contract value as determined below, exclusive of HST)	50
Technical Response, comprised of the following	50
<i>Equipment</i>	10
<i>Personnel</i>	10
<i>Experience</i>	5
<i>Safety</i>	10
<i>Methodology</i>	10
<i>Examples</i>	5
Total Points:	100

- 1.11.7. The Summary of Rates will be comprised of the following:

The annual Rates for each line on the bid form (Appendix A) will be added together to determine the sum of Rates for each year.

The sum of rates for each year will be added together to determine the sum of Rates for the term of the agreement. The sum of Rates for the Term will be divided by the years in the Term to determine a representative average Rate which will be multiplied by the number of hours we estimate are used each year (1200) to determine the estimated cost of labour.

The annual cost for salt and sand for each year Term will be added together and averaged to determine the average cost for salt and the average cost for sand over the Term. East Hants estimates it uses 165 tonnes of salt, but does not have any records for the use of sand so will not include the Rate for sand in its calculations. East Hants will multiply the quantity of salt it estimates it will need for the Term by the average cost for each to determine an estimated cost for salt over the Term of the agreement.

East Hants will add the estimated cost for labour to the estimated cost for salt to determine the estimated contract value.

- 1.11.8. When evaluating the Price proposals, East Hants will assign points for Price based on the following formula:

(Lowest estimated contract value divided by the estimated contract value for the Bidder) multiplied by the Available Points

- 1.11.9. Any award related to this RFQ will be subject to final approval by the Chief Administrative Officer (CAO) and, in some cases, further approval by Council. East Hants reserves the right to make no award in the event all compliant responses are over budget.

2. STATEMENT OF REQUIREMENTS

2.1. General

- 2.1.1. The Contractor will supply snow clearing and ice control services (the “Services”) as described herein at the Rates specified.
- 2.1.2. The Services will typically be performed between November 1st and April 30th (the winter season), if and when required due to actual or pending weather events such as snowfall and icy conditions or where otherwise requested by East Hants. East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed.
- 2.1.3. The Contractor shall supply all labour, materials, equipment, fuel, transportation, supplies, supervision, communication requirements, reporting requirements and customer service requirements necessary to the Services for designated sidewalks in East Hants.
- 2.1.4. East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement, after which the Contractor shall be responsible to:
 - 2.1.4.1. Monitor weather conditions and initiate response based on the specified triggers;
 - 2.1.4.2. Respond to direction from East Hants with respect to the frequency and quality of the work during snow events;
 - 2.1.4.3. Direct, supervise and perform the work in accordance with the requirements of the agreement or in response to direction from East Hants.
- 2.1.5. The Contractor declares they understand these requirements and has thoroughly examined the existing conditions where the Services will be performed. The Contractor understands East Hants will not agree to any request for increase in rates or delay to completing the Services on the basis that the Contractor was unaware of the conditions or the requirements.

2.2. Sidewalk Locations:

Municipal Owned Sidewalk Locations	
Elmsdale	Lineal Meters
Kali Lane	210
Highway #214 from Sobeys' entrance to Elmsdale Medical Centre	1,300
Highway #2 from “Elmsdale” sign (Enfield side) to “Elmsdale” sign (Lantz side)	3,500
MacMillan Drive from Highway #2 to the end of turning area	950
Total Elmsdale Lineal Meters	5,960
Enfield	Lineal Meters
Horne Settlement Road from Highway# 2 to Enfield Legion	300
Bona Crescent from Catherine Street to Claude Court	360
Elmwood from Hemlock to end of temporary turning area	180
White Road from Highway #2 to Catherine Street	200
Catherine Street from White Road to School property	200
Highway #2 from Shubenacadie River Bridge to Elmsdale sign	3,200
Concorde Way from Highway #2 to the end	260
Total Enfield Lineal Meters	4,700
Lantz	Lineal Meters
Highway #2 from end of sidewalk to “Elmsdale” sign	3,800
Trevors Lane from Turner James Avenue to the end	150
Total Lantz Lineal Meters	3,950
Milford	Lineal Meters
Highway #2 from Esso gas station to Hants East Rural High School	340
Civic 2146 Highway #2 to Esso gas station	1,550

Total Milford Lineal Meters	1,890
<i>Shubenacadie</i>	Lineal Meters
Highway #2 from the Shubenacadie Community Hall to the Tinsmith Museum	200
Mill Village Road from Highway #2 to Shubenacadie District School	500
Civic 2652 Highway #2 to Civic 2796	950
Total Shubenacadie Lineal Meters	1,650
<i>Elmsdale Business Park</i>	
Park Road	1,749
Commerce Court	101
Total Elmsdale Business Park Lineal Meters	1,850
<i>Total Lineal Meters of Municipally-Owned Sidewalks</i>	20,000

Note: Maps (Exhibit 1 & 2) included with this document are for reference only.

2.3. Mutual Obligations

2.3.1. The Contractor must, without limitation:

- 2.3.1.1. Perform winter snow clearing and ice control activities in accordance with the Performance Standards of this agreement;
- 2.3.1.2. Properly train all staff engaged in winter maintenance activities. Employees must fully understand the Performance Standards. East Hants may verify training at any time by speaking to employees performing the Services;
- 2.3.1.3. Have and maintain sufficient staff and resources to carry out snow and ice control activities at any time (24 hours a day, 7 days a week), including during extended weather events.
- 2.3.1.4. Supply all the necessary equipment, labour and materials required to undertake snow and ice control activities. It is the Contractor's full responsibility to determine the equipment, labour and material needs to meet the requirements of the agreement and to be prepared for such events with stockpiled materials, repair resources and contingency in the case of labour or equipment shortages. The Contractor shall have equipment inspected regularly by a competent authority to ensure proper working order and performance.
- 2.3.1.5. Monitor all specified Locations and areas where Services are to be performed when there is a forecast or chance of snow, freezing rain or ice conditions. The Contractor must keep a log of inspections and work performed. This log should be available for inspection by East Hants at any time.
- 2.3.1.6. Initiate, organize, direct and supervise the necessary resources to achieve the prescribed Performance Standards;
- 2.3.1.7. Comply with the Nova Scotia Work Place Traffic Control Manual and providing, when so required, traffic control and protection during snow clearing operations;
- 2.3.1.8. Cooperate fully with East Hants as they investigate and respond to complaints and inquiries from the East Hants concerning winter snow and ice control operations. The Contractor is to direct any inquiries from the public to East Hants for response;
- 2.3.1.9. Provide a high level of customer service. This will include, at minimum, provision of sufficient contact points so that East Hants can reach the Contractor at any time (24/7). Preference is for the Contractor to provide a dedicated contact or contacts. There must be a primary contact who will be responsible to day-to-day customer service related to invoices, complaints and other general contract administration;

- 2.3.1.10. Remain in contact with their operators at all times in order to provide tracking or service updates. The Contractor may use any contact method they choose provided it is reliable and reasonable;
- 2.3.1.11. Complete all repairs of any damage to East Hants' property and private property as a result of their snow and ice control activities by the date and to the extent specified in this agreement. Without limiting the foregoing in any way, the Contractor is required to repair or reinstate grassed areas, trees, shrubs, asphalt and concrete sidewalk, curbs, fences, sewer and water access hatches, etc. that may have been damaged as a result of the Contractor's operations.
- 2.3.1.12. All repairs must be completed to East Hants' satisfaction by May 15th of the year in which Services have just ended. East Hants may complete any repairs which the Contractor has not completed by May 15th and the Contractor will reimburse East Hants for reasonable costs they may incur to do so.
- 2.3.2. East Hants will:
 - 2.3.2.1. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;
 - 2.3.2.2. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
 - 2.3.2.3. Direct changes to the frequency or quality of the Services and documenting these changes to verify the acceptance of reduced or increased performance; and
 - 2.3.2.4. Record, investigate and respond to inquiries and complaints from the public.

2.4. Reporting Requirements

- 2.4.3. The Contractor shall maintain complete and accurate records of work completed by the Contractor and events that occur within the contract. The following information shall be documented and copies provided to East Hants Representative on a weekly basis, unless otherwise specified:
 - 2.4.3.1. Supervisor's Diary - The diary shall be completed, dated and signed daily. The Contractor shall document daily the following information in the diary including, but not limited to:
 - 2.4.3.1.1. Date;
 - 2.4.3.1.2. Weather;
 - 2.4.3.1.3. When work was commenced and completed during the day and what sections of the sidewalk were completed;
 - 2.4.3.1.4. Equipment, labour and material used during the day;
 - 2.4.3.1.5. Any discussions or calls with or from East Hants;
 - 2.4.3.1.6. Equipment breakdowns;
 - 2.4.3.1.7. Accidents or damage;
 - 2.4.3.2. Winter Maintenance Operations Record - The Contractor shall complete a report on the winter operations including but not limited to:
 - 2.4.3.2.1. Date and time units worked for each employee for each day;
 - 2.4.3.2.2. Type of work performed (i.e. salting, sanding, snow clearing, etc.);
 - 2.4.3.2.3. Areas serviced during the periods described; and



2.4.3.2.4. Total hours worked.

2.5. Performance Requirements

2.5.1. The Contractor shall commence Services as follows:

- 2.5.1.1. When the Trigger Points specified in this agreement have been reached or exceeded;
- 2.5.1.2. When directed to do so by the East Hants Representative or their designate; or
- 2.5.1.3. In response to a written directive from East Hants authorizing additional Trigger Points or exceptions where Services are to commence automatically.

2.5.2. The Contractor shall cease performing Services when:

- 2.5.2.1. When the Performance Standards are met;
- 2.5.2.2. When directed to do so by the East Hants Representative or their designate. East Hants may suspend the Services if, in their sole opinion, continuing the Services is not in the best interests of East Hants. East Hants may, or may not, reinstate the Services thereafter, at their sole discretion;
- 2.5.2.2. In response to a written directive from East Hants authorizing additional Trigger Points or exceptions where Services are to cease automatically.

2.5.3. Trigger Points:

- 2.5.3.1. Snow clearing and ice control operations are to begin once the snow has finished falling;
- 2.5.3.2. For snowfalls less than 5 cm, salting (or where the temperatures are less than -10 Celsius, sanding) may be required;
- 2.5.3.3. For snowfalls more than 5 cm and less than 10 cm, salting (or where the temperatures are less than -10 Celsius, sanding) will be required;
- 2.5.3.4. For snowfalls greater than 10 cm, snow clearing will be required. Salting (or where the temperatures are less than -10 Celsius, sanding) will be required; and
- 2.5.3.4. Salting or sanding (at the discretion of East Hants) will be required when the sidewalks are wet and prone to a sudden freeze, where there is freezing rain or where an ice build-up on sidewalks.

2.5.4. Performance Standards:

- 2.5.4.1. East Hants has divided the sidewalks by priority for completion. Priority 1 sidewalks must be cleared to the Finish Condition within 24 hours. Priority 2 sidewalks are sections of the sidewalk not connected with the main pedestrian routes along Highway 2 and Highway 214, and these must be completed within 72 hours.
- 2.5.4.2. The intent of this agreement is to provide safe access to the sidewalks for the citizens of East Hants in the winter months. East Hants believes it is possible to provide a reasonable level of access throughout the winter, with the exception being during periods of severe weather (blizzards) or continuous weather events (extended snowfall and blowing snow).



The Performance Standards reflect the expected end state of sidewalks after snow has stopped accumulating.

Type	Start Time	Expected Completion (from Start Time)	Finish Condition	Ice Control Maintenance	Comments
Priority 1	After snow has stopped accumulating	24 Hours	Cleared Surface, Full Width	Monitored and completed as required	
Priority 2	After snow has stopped accumulating	72 Hours	Cleared Surface, Full Width	Monitored and completed as required	

- 2.5.4.3. The Contractor must take actions to prevent snow banks on either side of the sidewalk from becoming unsafe. The Contractor will take such actions as the snow bank begins to approach one meter in vertical height. The purpose is to prevent snow banks higher than one meter from collapsing in on the sidewalk using whatever methods are necessary. No snow may be deposited in the road to achieve this result if it will create unsafe conditions for drivers and only if the snow will be removed in the same day it is deposited.
- 2.5.4.4. Where the path of a sidewalk crosses residential and commercial driveways, parking lots or privately-owned frontage, the Contractor will clear a path consistent with the portions of the sidewalk. The owner of the property will be responsible to address any resulting plow curl, but the Contractor will be required to reinstate any areas damaged by their operations.
- 2.5.4.5. The Contractor may not block intersections when performing the Services. The Contractor must make reasonable effort to push snow back from the corners where two roads meet. This does not apply to residential or commercial driveways, parking lots or privately-owned frontage.
- 2.5.4.5.1. Any snow moved must be pushed back from the intersecting roads to prevent a build-up which would affect a driver's ability to see to enter or exit a roadway.
- 2.5.4.5.2. The Contractor will make reasonable efforts not to place snow on private land where it may affect the owners' use of that property. Snow may not be deliberately pushed in to driveways or placed in such a way that it may damage fences or other permanent structures.
- 2.5.4.5.3. In the event an owner makes a complaint about use of private land where East Hants agrees with owner the use is unreasonable, the Contractor shall correct the use and not repeat the use during the Term.
- 2.5.4.5.4. The Contractor must clear a path to any crosswalks or to where the sidewalk is purposefully tapered for crossing. Snow must be moved back in these areas to allow clear sightlines for those crossing and motorists who will need to aware someone is crossing.
- 2.5.4.5.5. The Contractor will work with East Hants to establish acceptable standards for these requirements.

- 2.5.4.6. It is acknowledged that there will be circumstances where multiple snowfalls or blizzards are forecast which would prevent the Contractor from achieving or maintaining the prescribed level of service or result in excessive use of resources. East Hants may direct the Contractor to delay Services until the conditions are more favourable to completing the Services efficiently.

2.5.6. The Contractor must:

- 2.2.3.1 The Contractor shall report all vehicle accidents or property damage to East Hants within one (1) business day of the occurrence.
- 2.2.3.2. The Contractor shall not engage in any confrontation with the general public.
- 2.2.3.3. All vehicles must be operated in a safe manner, respecting legal speed limits and the Contractors and their employees are to be respectful and aware at all times of the users of the sidewalks, roadway and at intersections;
- 2.2.3.4. The Contractor may not block driveways, roadways or other obvious access points when performing the Services;
- 2.2.3.5. The Contractor must, as much as is reasonable in the circumstances, avoid placing or packing snow at intersections such that it affects the visibility from the roadway by drivers;
- 2.2.3.6. The Contractor will clear snow from municipal infrastructure (hydrants, access points) which may be affected by their operations.

2.6. Salt/Sanding - Application/Spreading of Salt and Sand

- 2.6.1. Salt should be applied after snow clearing operations are complete or when weather conditions dictate, such as freezing rain events, to provide a surface as bare as possible. Sand is to be used when daytime temperatures are below - 10 degrees Celsius and when salting is less effective to provide a degree of traction.
- 2.6.2. The Contractor is to ensure that a sufficient amount of salt is used for the conditions. The Contractor's equipment must allow for the adjustment of salt dispersal and the Contractor's staff must be experienced in the appropriate application of salt.

2.7. Review

- 2.7.1. On an annual basis, prior to the commencement of the winter season, East Hants will meet with the Contractor to review the Sidewalk Locations, service levels, Performance Standard and to verify the Contractor's circumstances and understanding of the requirements of the agreement have not changed.

2.8. East Hants Representative

- 2.8.1. The East Hants Representative with respect to the overall contract administration is Brian Hebb, Civil Engineering Technologist. East Hants may, through the Representative or the designated contacts, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.
- 2.8.2. Changes to the terms and conditions of the agreement may only be made through written amendment signed by representatives of the parties who legal authority to bind the parties. Only the Chief Administrative Officer (CAO) has the authority to bind East Hants.

2.9. Safety

- 2.9.1. At the beginning of the agreement and prior to the commencement of Services, the Contractor, with the cooperation of East Hants where necessary, must:



- Perform a hazard assessment;
 - Remove or mitigate all known hazards;
 - Post any required warning signs or install any necessary guards or barriers;
 - Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
 - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
 - Design and provide traffic control, if required; and
 - Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.
- 2.9.2. The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 2.9.3. The Contractor must verify that their employees are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear (where appropriate), hearing protection (when required) and high visibility vests or similar clothing when performing such Services.
- 2.9.4. The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, adjacent properties, or other passers-by while the Services are being performed.
- 2.9.5. The East Hants Representative or their designate may inspect the Locations of the work at any time.



Appendix A - Quotation Form

Quotation completed by: _____
(Print name)

Phone: _____

Email Address: _____

The Bidder must complete the following table of Rates to be submitted with their Quotation.

Description of Good or Service	Year 1	Year 2	Year 3	Year 4	Year 5
Snow Clearing Equipment, per operated hour					
Salt per Metric Tonne					
Sand per Cubic Meter					

The Bidder hereby agrees to supply the Services described in Section 2, Statement of Requirements at the Rates indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Bidder may wish to be reimbursed, except HST. By signing this Quotation Form, the Bidder agrees they have examined the existing conditions, understand the requirements and agree to be bound by the terms of the Sample Agreement included in this RFQ document.

Name of Firm submitting Quotation: _____

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date



Appendix B - Bidder Information

If using subcontractors to perform some or all of the Services, please complete this form for each subcontractor.

1. Contact information for Bidder:

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

2. Examples & References:

Provide three references for similar work completed by your company in the format illustrated below. If using subcontractors, please include three references for each subcontractor as well.

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

3. Supervisors and other Key Personnel

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



4. Minimum Qualifications.

MANDATORY	Qualification
	Registered with Workers' Compensation Board of Nova Scotia for workplace insurance and in Good Standing
	Insurance certificate in accordance with the provisions of the sample agreement
	Business is Registered with Registry of Joint Stocks in Nova Scotia or equivalent jurisdiction acceptable to East Hants
OPTIONAL	Workers' Compensation Board of Nova Scotia Safety Certification or certification from a similar audited program acceptable to East Hants

- a) Insurance (either attach Certificate evidencing compliance or declare intention to obtain the required insurance):

- b) Workers' Compensation (attach Letter of Good Standing or declare intention to register):

5. Receipt of the following addenda is hereby acknowledged:

Addendum:	_____	Dated:	_____
	_____		_____
	_____		_____

Please review this RFQ document to confirm you have met all of the requirements for the Quotation, including, without limitation, the labeling requirements. Please verify that all of the schedules, sections and signatures have been completed before sealing the envelope.



Appendix C - Bidder Questionnaire

EQUIPMENT:

- a) What equipment do you intend to use for this work? Please describe the equipment and include the snow clearing and salting mechanisms. Please also include the quantity of equipment you plan to use for the Services.

- b) Describe how you maintain your equipment? Describe your preventative maintenance process, including what is completed (oil changes, etc.), how often it is completed, and what other checks are completed.

- c) Do you have your own repair facilities or do you have a third party supplier? Are repair facilities available at all times? If not, what are the limitations?



- d) How will you deploy equipment to complete the Services? Do you have a staging area?

- e) If the equipment is shared between multiple contracts, please confirm how many contracts and discuss the potential impact this may have on your ability to perform the Services (distances that the equipment must be transported, conflicts in timing, etc.).

- f) What is your contingency plan in the event equipment breaks, is lost or stolen? Do you have spare equipment or access to alternative equipment and, if so, what is the impact to Services?



PERSONNEL:

- a) Do you subcontract any of the work performed? If so, the subcontractor must meet the same requirements as the primary contractor. Please have each subcontractor complete Appendix B and include them with your response (indicate the subcontractor(s)'s name(s) below.

- b) Do you have a 24/7 dedicated customer service person? East Hants recognizes that in order to operate efficiently, some of the customer service duties may have to be performed by operators. However, we prefer that, where possible, customer service activities will be performed by a supervisor or other employee not actively engaged in performing the Services.

- c) Bidders do not have to name specific employees. Describe the typical skills and experience you expect each employee to have when completing the Services?



- d) How are staff recruited? What are the skills/experience requirements? How are staff retained, especially in a seasonal business like this?

- e) Describe the training that employees will receive, the frequency and verify if it will be updated annually.

- f) What methods of discipline are used and for what offences?

- g) How do you verify the quality of the work performed and the hours used?



h) Do you have sufficient staff currently? If not, how do you plan to get sufficient staff to complete the Services?

EXPERIENCE:

a) Does your company have specific experience clearing snow and providing ice control on sidewalks? If so, how many kilometers of sidewalk do you Service annually? How many years of experience do you have with respect to clearing sidewalks?

b) What other experience do you have clearing snow and providing ice control? Please include the number and type of properties to which you provide Services.



SAFETY:

- a) In addition to completing the safety questionnaire, describe your approach to safety with respect to these Services. What are some of the hazards/risks you typically identify for this type of Services and how do you mitigate them?

- b) Describe any policies your company may have for the following with respect to safety. You may attach the actual policy document, but please provide a list of inclusions here:

- a. Cell phone and radio use;
- b. Personal protective equipment (PPE); and
- c. Alcohol and drug use.

METHODOLOGY:

- a) Provide a general overview of how you intend to provide the Services. In particular, please make clear how the various pieces of equipment will be used to achieve the Performance Standards.



b) How will you monitor the sidewalks to ensure Services are completed as required under the contract?

c) How will you deploy equipment to complete the Services? Do you have a staging area?

d) How do you plan to perform the spring repairs to the sidewalk and adjacent areas? What is included in this?



- e) If additional Services are required such as trucking of snow, do you have equipment available to provide such Services? Note: not having additional equipment will not disqualify a Bidder, but the availability of additional equipment does build the value proposition of a Bidder's quotation.

- f) List current training or proposed training for operators and Supervisors with respect to salt management.

- g) List equipment to be used and the degree to which the salt spreading mechanisms can be adjusted.

- h) List procedures for decision making with respect to whether to apply salt or not and to what extent.



- i) Describe your salt and sand storage procedures, where salt and sand are stored and in what volume, how salt and sand are obtained, and the lead-times for salt and sand if an extended weather event depletes inventory.

- j) What methods do you use to document how the work needs to be completed (e.g. Work Instructions, Standard Operating Procedures, Checklists)? How often are they reviewed by staff? By Management? How do you verify they are followed?



Appendix D - 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 or any other provincial jurisdiction, 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. Describe your company process for communicating your safety policies, procedures and known hazards?
Please check all applicable methods

YES	PROCESS
<input type="checkbox"/>	Tool box meetings
<input type="checkbox"/>	Handbooks
<input type="checkbox"/>	Website
<input type="checkbox"/>	E-mail communications

Other:_____

9. Do you provide safety training to your employees, as it relates to the work being performed for the Municipality, which is documented?

☐ YES

☐ NO

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

☐ YES

☐ NO (refer to Municipality's Incident Reporting Program)

11. How do you correct unsafe behaviour? (e.g. disciplinary policy or process)

12. Does your company have a preventative maintenance program for tools and machinery where applicable?

☐ YES

☐ NO

☐ NA

If no, please explain why below:

13. 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



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.

Upon award, I agree to provide 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.

Contractor’s Signature

Date

Printed Name of Contractor’s Signature



Appendix E - 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 snow clearing and ice control services for municipally-owned sidewalks in the Municipality of East Hants ("the Services"), more fully explained in Section 2, Services Description.

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.

CONTRACT DOCUMENTS

- 3 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 Agreement;
 - b. Section 2, Services Description;
 - c. Exhibit 1, Winter Maintenance Sidewalk A 2017;
 - d. Exhibit 2, Winter Sidewalk Maintenance B 2017;
 - e. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - f. <<insert additional documents as applicable>>.

INTENT

- 4 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 5 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.



TERM

- 6 This agreement shall commence on the Effective Date and shall end:
 - a. March 31, 2023, unless it is terminated earlier in accordance with the terms of this agreement.

REMUNERATION

- 7 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 8 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.
 - 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

- 9 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

- 10 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 11 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.

SUBCONTRACTOR

- NTD: <<Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the agreement and additional conditions may apply.">>
- 12 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.
- 13 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.



- 14 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

- 15 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").
- 16 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.
- 17 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.
- 18 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.
- 19 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.
- 20 The use and disclosure of the confidential information shall not apply to information which
 - a. Was known to the Contractor before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Contractor; or
 - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

INFORMATION COLLECTED

- 21 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

- 22 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

INSURANCE

- 23 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 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.
- 24 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
- List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
 - Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 25 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. In the event that the Contractor's insurance has an SEF 30 endorsement, both Commercial General Liability insurance and automobile insurance must be placed with the same provider.
- 26 The certificate of insurance must provide for 30 days' written notice of cancellation or material change for Commercial General Liability insurance and 15 days' written notice in the case of automobile insurance. The Contractor must provide a new certificate of insurance each time the insurance is renewed and for the duration of this contract.
- 27 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.
- 28 In addition:
- The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available 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, including requirements to list East Hants as an additional insured.

- c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
- d. 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;
- e. Changes to incorporation information must be disclosed within a reasonable time of the change; and
- f. 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.

ISSUE REPORTING

- 29 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 30 The Contractor will report any issues to the East Hants Representative with respect to the performance of the Services, the condition where the Services are performed, or that have been communicated to them by the third parties. The frequency of reporting will be determined by the relative urgency of the issue:
 - a. Emergency or condition-related issues affecting the condition of sidewalks, affecting safety or security, or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone. Where East Hants has in place an agreement with a third party to supply after-hours assistance, the Contractor or their representative shall contact the third-party Service provider in accordance with the terms of that agreement;
 - b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
 - c. Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
 - d. The Contractor must be prepared to periodically review and discuss the status of issues.

REGULATIONS

- 31 The Contractor shall comply with all applicable 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

- 32 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 33 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.
- 34 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.



- 35 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

- 36 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.
- 37 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

- 38 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

- 39 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, 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 agreement; 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.
- 40 East Hants shall be the sole judge of the adequacy of the performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when 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 TO SERVICES

- 41 East Hants may, at its sole discretion, discontinue Services at a location by providing the Contractor with 15 days' written notice of such discontinuation. The Contractor will subtract the cost to provide the Services at the discontinued location from their monthly charges once Services have been discontinued.
- 42 Once notified that a Service will be discontinued, the Contractor must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.
- 43 East Hants wishes the Contractor to be efficient in the way the Services are performed and recognizes that the activities specified in the Requirements may not always reflect the most efficient way of completing the Services. In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable Requirements with the following to apply:
 - Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services 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;
 - If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;
- 44 East Hants recognizes that there will be instances where the Contractor cannot perform all of the activities in a location in a given instance of performing the Services. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed, and then to complete the activities as soon as possible.
 - The inability of the Contractor to complete an activity in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this agreement.

CONSUMABLES AND EQUIPMENT

- 45 The Contractor will supply and distribute all salt and sand, as part of the Services, for the rates established herein. The contractor is also responsible for all costs relating to the procurement, warehousing, handling and the supply of such consumables.
- 46 The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.

RESPONSIBILITY FOR DAMAGE

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

SAFETY

- 48 Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:
- Perform a hazard assessment;
 - Remove or mitigate all known hazards;
 - Post any required warning signs or install any necessary guards or barriers;
 - Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
 - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
 - Design and provide traffic control, if required; and
 - Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.
- 49 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 50 Failure to consistently use appropriate personal protective equipment (PPE) in the performance of this work may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear, hearing protection (when required) and high visibility vests or similar clothing when performing such Services.

TERMINATION

- 51 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.
- 52 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.
- 53 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.
- 54 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.
- 55 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

- 56 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

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

ENTIRE AGREEMENT

- 58 The agreement, together with the Exhibits and 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

- 59 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

- 60 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.

- 61 The Notifications shall be addressed as follows:

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

Municipality of East Hants
RFP50172 - Snow and Ice Control, Sidewalks
230-15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Civil Engineering Technologist

- b. By email to East Hants:

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

- c. By mail to the Contractor:

<<Company Name>>
RFP50172 - Snow and Ice Control, Sidewalks
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

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

GOVERNING LAW

- 62 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

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

SEVERABILITY

- 64 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

65 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: _____

