

# Economic & Business Development

## REQUEST FOR QUOTATIONS

Advertising Pylon Sign  
RFQ50176

Release date: July 5, 2017

Quotations will be received up to  
3:00:00 pm local time on Thursday, July 20, 2017

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



**EAST HANTS**  
We live it!

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# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Introduction

- 1.1.1. The Municipality of East Hants (East Hants) wishes to construct an advertising pylon sign at the entrance to its business park in Elmsdale, NS. East Hants has developed a concept for the design which details the layout of the sign and had commissioned a design for the concrete base and metal support structure. East Hants is now seeking competitive Quotations from the marketplace to identify a Vendor to finalize the design and fabricate the sign, develop and fabricate mounting structures for the sign panels, construct the base and superstructure, and to install the sign (the "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 **July 20, 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: RFQ50176

- 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. Bidders shall submit their Quotation as one printed copy and one copy on electronic media such as USB drive or disk. Please provide pictures in their native format (.jpeg) or in .PDF format. The Bidder must ensure that all copies they submit, including electronic copies, are identical in terms of content. East Hants will not accept any responsibility for differences, omissions or errors in a Bidder's Quotation and may reject any Quotation where East Hants determines, in their sole opinion, such differences are material to understanding the Quotation.
- 1.4.2. The Quotation shall be sealed in an envelope and shall be labeled as follows:  
  
"RFQ50176 – Advertising Pylon Sign".
- 1.4.3. 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.

### 1.5. 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 **11:00AM** local Nova Scotia time on **July 14, 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 that 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
- 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 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. Prices

- 1.9.1. The Prices provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.2. The Bidder is responsible to ensure that their Quotation clearly describes the cost associated with the supply the Services, including all fees, expenses, and/or costs for which the Bidder expects to be paid, except HST.
- 1.9.3. Unless otherwise specified herein, the Prices submitted by the Bidder for the Services must be the total cost to provide the Services. The cost must represent all costs related to delivering the Services including, without limitation, overhead and profit, all activities, labour, equipment and materials necessary to complete the Services in their entirety, in a timely fashion and in a safe, competent, and professional manner.

## 1.10. Quotation Requirements

- 1.10.1. The Services required are described in Schedule A, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support or after sales services it expects from a Vendor.
- 1.10.2. The Quotation shall include written descriptions of how the Bidder intends to complete the Services, including:
  - 1.10.2.1. The steps required to convert the concept design to printable sign materials, including quality control in the fabrication, assembly and construction steps;
  - 1.10.2.2. The method the Bidder expects to use to mount the sign panels to superstructure;
  - 1.10.2.3. Who they will use to construct the concrete base, the expected methods and some comments on how safety will be maintained during the work;
  - 1.10.2.4. Who they will use to fabricate and install the superstructure, sign panels and mounting components; and
  - 1.10.2.5. An overview of the expected schedule based on an award date at the end of July, including a specific date by which the Bidder expects to have the sign completed. East Hants wishes to start the Services as soon as possible after award.
- 1.10.3. The Bidder will supply, if possible, three examples of pylon signs of a similar size and using similar materials or the closest alternative which is unlit and reflective. The Bidder must include pictures of the example, the approximate location and details on when the sign was installed, the owner of the sign and their contact details (phone and email, if known).
- 1.10.4. The Bidder will provide an overview of their company including their experience doing sign projects and the capabilities of the company which make them suited for this project.
- 1.10.5. The Bidder will supply a description of the materials it will use to fabricate the sign panels and the mounting structures.
  - 1.10.5.1. Manufacturer's sell sheet, specification page, brochure, catalogue page(s) or other written information acceptable to East Hants sufficient to describe the product being supplied; and
  - 1.10.5.2. Warranty information, including what is covered and what is included, for each work element.
- 1.10.6. Bidders must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information, and Appendix C, 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 will form part of the sample agreement included as Appendix D.



**1.11. Quotation Evaluation**

- 1.11.1. East Hants will review each compliant 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. Price will be evaluated using the following formula.

(Lowest proposal cost divided by Proponent's proposal cost) multiplied by the Available Points

- 1.11.4. 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 (Price quoted by the Bidder exclusive of HST)	40
Quality (Examples)	20
Availability (capacity / estimated start, date, finish date, duration)	20
Capacity and capability (staff, equipment, methodology, training and safety information)	20
Total Points:	100

- 1.11.5. Award is subject to approval by the Chief Administrative Officer (CAO).

## 2. STATEMENT OF REQUIREMENTS

### 2.1. General

- 2.1.1. The Municipality of East Hants (East Hants) has developed a concept design for a new, unlit pylon sign to be erected at the Entrance to the Elmsdale Business Park in Elmsdale, Nova Scotia.
- 2.1.2. East Hants have already commissioned a design for a concrete base and galvanized metal superstructure which we believe is sufficient to hold the sign panels.
- 2.1.3. East Hants has provided a concept design (Exhibit 1) which shows the approximate size and shape of the sign East Hants wishes to construct. The colours shown are defined in the drawings. No major deviations from the concept may be undertaken without East Hants written approval.

### 2.2. Services

- 2.2.1. The Services include, but are not limited to, the following:

- 2.2.1.1. The Contractor is responsible to take the concept design and develop whatever files and artwork that would be necessary to fabricate sign panels which are representative of the concept and acceptable to East Hants. The Contractor must provide proofs of all printed matter before it is printed for review and comment.
- 2.2.1.2. The Contractor must verify the base design is sufficient to hold their panels. If there are deficiencies they must identify them. The Contractor may offer value engineering suggestions, but they are subject to the approval of East Hants.
- 2.2.1.3. The Contractor must design the mounting structures necessary to mount the panels. The Contractor must provide shop drawings of the mounting hardware and other fabricated elements to East Hants for review and comment.
- 2.2.1.4. The Contractor must fabricate the panels, mounting structures, metal superstructure and concrete base.
  - 2.2.1.4.1. All fasteners and brackets shall be vandal resistant and suitable for the purpose. All hardware must be rust resistant. Where screws and bolts will be exposed, and where galvanic corrosion is not a limitation, stainless steel hardware is preferred.
  - 2.2.1.4.2. The vinyl has to be reflective, high quality, and resistant to a number of vinyl adhesive applications on top of it.
  - 2.2.1.4.3. The panels must be digitally printed using appropriate materials and practices to produce a robust and long-lasting reflective sign. East Hants expects to get at least five years of life without significant fading, deflection or deterioration of the sign panels or printed matter.
  - 2.2.1.4.4. Sign panels to be aluminum or aluminum composite appropriate for the size of the sign and its purpose.
    - 2.2.1.4.4.1. Any junction between aluminum panels must be discrete and secure and must not affect the appearance of sign or lead to degradation or tearing of the sign front.
    - 2.2.1.4.4.2. Panels must be of sufficient thickness for their size and related support structures to withstand wind and other weather elements that may occur.
  - 2.2.1.4.5. Mounting points must not obscure the message of the sign or detract from the advertising space which may apply to any individual advertiser. The mounting structures must be rust resistant and compatible with other elements of the pylon sign.

- 2.2.1.4.6. East Hants or their representative must inspect the excavation prior to the construction of the footing for the concrete base.
- 2.2.1.4.7. The base must be constructed as specified in the drawings SK1, SK2 and SK3 (Exhibit 4). Any changes or deviations must be approved, in writing, by East Hants.
- 2.2.1.5. The site must be reinstated by the Contractor after the work is completed. If the existing grass is not able to be re-used or reinstated, new sod will be required.
- 2.2.1.6. The sign will be installed at PID 45085115 (Exhibit 2). The Contractor and East Hants will determine the best location on this site to place the pylon sign.
- 2.2.1.7. In addition to the pylon sign and all of its components, the Contractor is responsible to print an addition 21 reflective vinyl stickers which will show individual companies names or logo and which will be installed by the Contractor in the rectangular open spaces shown on the concept.
  - 2.2.1.7.1. Each logo sticker must be individual and removable. The adhesive used may not leave residue which would prevent the installation of a replacement sticker but must be sufficient to keep the sticker in place for as long as it may be required. The adhesive may not deteriorate or damage the sign panel;
  - 2.2.1.7.2. The size of each sticker must not exceed the size of the area where they will be installed. East Hants has specified a 5 cm margin for this purpose (see Exhibit 3).
  - 2.2.1.7.3. There are 9 stickers which are approximately 75.5 cm x 40 cm and 12 stickers which are approximately 54 cm x 40 cm.
  - 2.2.1.7.4. East Hants may require similar stickers in the future but will not be limited in any way in where or from whom they may obtain such stickers.
- 2.2.1.8. All components, materials and workmanship used for this work must have a minimum of 1 year warranty against defect. Printed materials must be covered by the Contractor, including labour to repair or replace, for any defects in colour performance, material performance, or other defects the manufacturer's warranty may cover, for the period of the manufacturer's warranty.
- 2.2.1.9. Shop drawings and proofs must be provided by the Contractor prior to any item being fabricated or printed and East Hants must be provided with sufficient time to review and comment.
  - 2.2.1.9.1. Review of shop drawings by East Hants will not relieve the Contractor of their responsibility to properly fabricate, install and construct any element of the pylon sign.
  - 2.2.1.9.2. The Contractor is responsible to verify that the pylon sign component pieces are compatible and that they can be assembled as specified in the Contractor's design. Rework as a result of incompatible parts or pieces is the sole responsibility of the Contractor.

### 2.3. Material Declarations

- 2.3.1. East Hants does not have any geotechnical information on the property where the sign will be erected.
- 2.3.2. East Hants has obtained a permit from NSTIR for work to be done in the right of way. This comes with certain obligations to which the Contractor, and their subcontractors, must adhere.
- 2.3.3. The property where the sign is to be erected does not belong to East Hants but East Hants has obtained all of the necessary permissions from the land owner to proceed with the work.
- 2.3.4. There are other small signs on the site which are to be left alone unless they affect the ability of the Contractor to perform the Services.



- 2.3.5. The Contractor is responsible to obtain any additional permits or permissions which may be required. In particular, the Contractor must obtain a building permit from East Hants for this work.
- 2.3.6. Excess soil must be disposed of off-site at a location acceptable to East Hants.
- 2.3.7. Any significant waste (cardboard, construction debris, garbage) created in East Hants must be disposed of in East Hants. East Hants will not charge tipping fees for waste generated by this project when disposed of at the Waste Management Centre (WMC) in Georgefield, NS.
- 2.3.8. Sign base and concept drawings are available in .PDF format only.

#### 2.4. East Hants Representative

- 2.4.1. The East Hants Representative for these Services is Tyler Mattheis, Senior Business Development Officer. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.



## Appendix A - Quotation Form

Quotation completed by: \_\_\_\_\_  
(Print name)

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

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

Receipt of the following addenda is hereby acknowledged:

Addendum: \_\_\_\_\_ Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The Bidder must complete the following table to be submitted with their Quotation. (NTD: provided as a reference - make actual table appropriate to good or service being quoted on).

Description of Work Element	Price per Element
Construction of Concrete Base and superstructure (includes all site works and metal superstructure fabrication.	
Finalize design, Fabricate sign and sign mounting, Install on site	
Any other costs if not included above (Describe):	
<b>Total Price to complete all Work Elements (less HST)</b>	

The Bidder hereby agrees to supply the Services described in Section 2, Statement of Requirements at the Total Price 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 to be bound by the terms and conditions of the agreement included in this RFQ document as Appendix D.

Name of Firm submitting Quotation: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Date



## Appendix B - Bidder Information

### 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. Subcontractor List (if using own forces for all work elements, list the key staff delivering the services)

Subcontractor Name	Work Element	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):

---

- c. Proof of business registration (attach or declare intent to register)

---

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 - 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, that 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)

---



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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 D: 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 finalize the design and fabricate the sign, develop and fabricate mounting structures for the sign panels, construct the base and superstructure, and to install the sign (the "Services"), more fully explained in Section 2, Statement of Requirements.

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 Agreement;
  - b. Section 2, Services Description;
  - c. Exhibit 1, Concept Design;
  - d. Exhibit 2, Approximate Sign Location;
  - e. Exhibit 3, Stickers;
  - f. Exhibit 4, Superstructure and Base Design;
  - g. Exhibit 5, Permit 03763;
  - h. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
  - i. <<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 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

- 8 This agreement shall commence on the Effective Date and shall end:
  - a. Upon successful completion of all the Services, to the satisfaction of East Hants; or
  - b. In the event of Termination in accordance with the terms of this agreement.
- 9 The Services must be completed no later than <<date promised by Bidder>>.

## REMUNERATION

- 10 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 11 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, at minimum, 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

- 12 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.

13

#### 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 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").
- 18 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.
- 19 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.
- 20 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.
- 21 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.
- 22 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

- 23 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



- 25 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

- 26 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 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.
- 25 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.
- 26 The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage.
- 27 The COI for Commercial General Liability insurance must provide for 30 days' and the automobile insurance must provide for 15 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 28 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.
- 29 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 the East Hants.
  - In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and provide proof of insurance coverage equal to that required of the Contractor under this agreement.
  - Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
  - 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

- 30 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 31 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 premises, 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

- 32 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

- 33 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 34 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.
- 35 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.
- 36 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

- 37 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.
- 38 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

- 39 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

- 40 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.
- 41 If the Services are not completed by the date specified herein, East Hants may take whatever action it deems necessary to complete the Services in a timely way, including removing the Services from the hands of the Contractor.
  - a. In the event of termination because the completion date has not been met, East Hants shall only be responsible to pay for work elements, materials, assemblies, or other items it has accepted, in writing, up to the date of termination.
  - b. East Hants may, at its sole discretion, take possession of work in progress or materials related to the Services for which it has paid. East Hants will only pay for materials which, in its opinion, it can use to complete the Services through a different vendor.

#### CHANGES TO SERVICES

- 42 In the event that the scope of the Services needs to be changed, 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; and
- Changes which increase Price are only valid when the change has been approved by East Hants in writing prior to the price increase having been incurred.

#### RESPONSIBILITY FOR DAMAGE

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

#### SAFETY

- 44 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.
- 45 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 46 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.
- 47 The Services must be completed in accordance with Permit 03763 from Nova Scotia Transportation and Infrastructure Renewal.

#### TERMINATION

- 48 East Hants may terminate this agreement at any time, for any reason, by providing 5 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.

- 49 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.
- 50 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.
- 51 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.
- 52 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

- 53 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

- 54 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

- 55 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

- 56 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

- 57 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.
- 58 The Notifications shall be addressed as follows:
- a. By mail, in person or courier to East Hants:

Municipality of East Hants  
RFP50176 - Advertising Pylon Sign



230-15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Senior Business Development Officer

- b. By email to East Hants:

Primary: [tmattheis@easthants.ca](mailto:tmattheis@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

- c. By mail to the Contractor:

<<Company Name>>  
**RFP50176 - Advertising Pylon Sign**  
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

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

#### GOVERNING LAW

- 59 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

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

#### SEVERABILITY

- 61 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

62      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: _____

