

## CAO's Office

### REQUEST FOR STANDING OFFER

Security Services, Fire Scenes  
RFSO50218

Release date: August 3, 2018

Submissions will be received up to  
3:00:00 pm local time on Tuesday, August 21, 2018

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), from time to time, requires the services of qualified personnel to provide Security Services at fire scenes. To that end, East Hants wishes to establish a Standing Offer, for a period of three years, with one or more qualified Vendors to provide such Services. Vendors are invited to review the general scope of Services included as Schedule A and, if interested, they are encouraged to submit a schedule of rates as described in Appendix A.
- 1.1.2. Such Services are rarely required. In a typical year, such Services may not be required more than once or twice. Over the previous three year Standing Offer, we estimate there were five call-outs.
- 1.1.3. This Request for Standing Offer (RFSO) is not a contract. East Hants does not bind itself to any Vendor or Bidder, nor does East Hants commit to pay any fees or costs related to Services not yet performed. East Hants does not imply and shall not commit to any Vendor or Bidder that there will be any minimum use of the proposed Services.
- 1.1.4. As and when Services are required East Hants may, at its sole discretion, request Services from any Qualified Bidder under this Standing Offer. East Hants may use the Services of the Qualified Bidder that best suits, in East Hants's opinion, the circumstances.

### 1.2. Definitions

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

### 1.3. Standing Offer Deadline

- 1.3.1. Submissions will be received up to 3:00:00 pm local time on August 21, 2018 at the address listed below:  
  
Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5  
  
Attention: RFSO50218
- 1.3.2. Standing Offers must be received at the Reception & Payments counter on the first floor of the Lloyd E. Matheson Centre and must have the time and date indicated on it by East Hants staff to confirm receipt prior to the stated Standing Offer Deadline. Please allow sufficient time to be served by staff.

#### 1.4. Standing Offer Submission

- 1.4.1. Bidders may submit their Standing Offer in original copy, signed by a principle of the company authorized to do so. Emailed submissions will be accepted provided the original is signed and scanned in colour as part of the email submission. It remains the responsibility of the Bidder to ensure electronic submissions are received on time. East Hants will not accept any responsibility for an email transmission which fails to reach their intended recipient for any reason, including, without limitation, reasons related to East Hants' firewall, email or operations systems, or recipient email availability.
- 1.4.2. The Standing Offer response shall be sealed in an envelope and shall be labeled:  
  
"RFSO50218 - Security Services, Fire Scenes"
- 1.4.3. When sending by courier or other means where the label may be obscured, ensure the Competition Number is visible on the outer packaging. When submitting by email, email to: [procurement@easthants.ca](mailto:procurement@easthants.ca).

#### 1.5. Inquiries

- 1.5.1. All questions or requests for additional information or clarifications regarding this RFSO shall be in writing, preferably by email, to the attention of:  
  
Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)
- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.5.3. Inquires will be accepted up until 3:00PM local Nova Scotia time on August 14, 2018.
- 1.5.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

#### 1.6. Opening

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

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

- 1.7.1. East Hants reserves the right to reject any or all Standing Offer submissions.
- 1.7.2. All Standing Offer submissions become the property of East Hants once submitted.
- 1.7.3. Late submissions will be rejected and will be returned unopened. Faxed submissions will not be accepted. Incomplete submissions may be rejected.
- 1.7.4. Any submission that does not include all of the information required in this RFSO will be considered incomplete and may be rejected. For greater clarity, this may include, without limitation, recommendation letters, references, insurance submissions, financial information requirements, or any information on which East Hants has stated it may use to evaluate the Standing Offer.
- 1.7.5. This document and Request for Standing Offer process does not constitute a call for Tenders.

- 1.7.6. Bidders undertake any expenditure related to the submission of a Standing Offer at their own risk.
- 1.7.7. This RFSO neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.7.8. East Hants has included evaluation criteria within this RFSO document to be used as a guideline for Bidders. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of East Hants. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the submissions received and the needs of East Hants.
- 1.7.9. East Hants reserves the right to reject all or any Standing Offers, and to not accept the lowest Standing Offer. East Hants may accept any Standing Offer or any portion of any Standing Offer that may be considered to be in the best interests of East Hants.
- 1.7.10. The right is also reserved to waive formality, informality or technicality in any RFSO. This includes the right to accept a Standing Offer that is not strictly compliant with the instructions in the RFSO document.
- 1.7.11. East Hants reserves the right to amend this RFSO document at any time before the RFSO's closing date and will issue an addendum in the event of a change.
- 1.7.12. East Hants reserves the right to negotiate, after the RFSO Submission Deadline, with any Bidder for services and to finalize service arrangements in the best interests of East Hants.
- 1.7.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the RFSO.
- 1.7.14. East Hants reserves the right to interpret any and all aspects of this RFSO as may be most favourable to East Hants.
- 1.7.15. In submitting a Standing Offer, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same
- 1.7.16. Should a Bidder find any discrepancies, errors, or omissions in this RFSO, or if a Bidder is unsure as to the meaning of anything in this RFSO, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
- 1.7.17. The Bidder is responsible for all costs associated with preparing and submitting their Standing Offer submission. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the submission.
- 1.7.18. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Standing Offer and before the deadline for questions has passed.
- 1.7.19. East Hants may cancel the RFSO process at any time, for any reason, in its sole discretion. In the event that an RFSO process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Vendor or Bidder.
- 1.7.20. In providing a Standing Offer, the Bidder warrants that their Standing Offer submission is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Standing Offer is to be provided may extend entertainment, gifts, gratuities, discounts, or



special services, regardless of value, to any employee of East Hants. Bidders must also advise East Hants, in writing, of any potential conflict of interest that may affect, or appear to affect, the RFSO process.

- 1.7.21. To qualify for award for Services under this Standing Offer, a Bidder must be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Bidder is required to provide a Clearance Letter with their response.
- 1.7.22. Bidders shall indemnify and hold harmless East Hants of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or attributed to any bodily injury to or death of a person or damage to or loss of property caused by any acts or omissions on the part of the Bidder, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of the preparation of their Standing Offer submission or in the course of delivering the Services.
- 1.7.23. Bidders are advised that no commitment to purchase Services shall exist until a Qualified Bidder is advised by East Hants, in writing, of a requirement for Services. If the Services are required, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.7.24. East Hants does not bind itself to accept any Standing Offer, but may accept any Standing Offer, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFSO or in such Bidder's submission. East Hants may:
  - reject any or all of the Standing Offer submissions;
  - accept any Standing Offer submission;
  - if only one Standing Offer submission is received, choose to accept or reject it;
  - not to accept the lowest Standing Offer rate submission; or
  - alter the schedule, RFSO process, or any other aspect of the RFSO, as it may determine in its sole and absolute discretion.
- 1.7.25. This RFSO process and any resulting procurement will be subject to the [Atlantic Provinces Terms and Conditions, Goods and Services](#) and the terms and conditions noted herein, including the General Conditions specified in Schedule A. Where there is a conflict between the *Atlantic Provinces Terms and Conditions, Goods and Services* and this document, this document shall prevail.
- 1.7.26. The Bidder, if offered Services under this Standing Offer, shall abide by the terms and conditions specified in Schedule A, including, without limitation, the *General Conditions of Purchase*.
- 1.7.27. 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 proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their 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.
- 1.7.28. Submitting a Standing Offer shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFSO. East Hants will

not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFSO.

#### 1.8. Notification of Acceptance

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

#### 1.9. Standing Offer Validity

- 1.9.1. Standing Offer rates shall remain valid for period of three years beginning September 1, 2018.
- 1.9.2. East Hants reserves the right to offer and extend hourly rates under this Standing Offer to any other public entity, including the province of Nova Scotia, other MASH (Municipalities, Academic Institutions, School Boards and Hospitals) entities and any entity for which East Hants may be or become responsible (Fire Halls).

#### 1.10. Cost

- 1.10.1. The hourly and other rates provided in the Standing Offer submission must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. The rates provided by the Bidder must be inclusive of all of the costs related to the supply of Services and for which the Bidder expects to be reimbursed should the Standing Offer be activated, except HST.
- 1.10.3. The rate submitted by the Bidder must include all costs to provide the Services described, including, without limitation, overhead, profit, training, uniform, personal protective equipment, transportation, and such labour and supervision as will be required to perform the Services in a safe, competent, and professional manner.
- 1.10.4. This work is being conducted with public funds and may be subject to access to information requests. East Hants believes the disclosure of individual rates of this kind may be harmful to the competitiveness of the Bidders and therefore will not publish or provide individual rates related to this competition.

#### 1.11. Standing Offer Requirements

- 1.11.1. The Services considered under this Standing Offer are described in Schedule A, Description of Standing Offer. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support or after sales service it expects from a Bidder. Further, we have specified how we expect to administer the Standing Offer.
- 1.11.2. Bidders must complete and submit with their Standing Offer Appendix A, the Standing Offer Form, and Appendix B, Bidder Information and Appendix C, the Safety Questionnaire.
  - 1.11.2.1. In Appendix B, East Hants requests an Employee List. As the vendor may not know which specific employees may respond to a requirement under this RFSO, the Bidder may list the position title, the nature of the position (guard, supervisor), and the typical training for that position. Any respondent under this RFSO must have the training specified for that position.
- 1.11.3. In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFSO. The Bidder may include any tables or attachments it feels will help clarify their Standing Offer above the minimums identified in the RFSO document.



- 1.11.4 If required in Schedule A, the Bidder must submit, with the Standing Offer response, their letter of good standing with Workers Compensation Board of Nova Scotia and proof of any insurance that may be required, typically general liability or auto insurance. For consideration of a Bidder for Standing Offer, the Bidder must already have WCB coverage and insurance in place.
- 1.11.5 Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or subcontractors will be used. All vendors and service providers shall be subject to approval by East Hants. Where subcontractors are used, any requirements herein which apply to the Qualified Bidder shall also be read to apply to the subcontractors named in the submission, including all submittals.
- 1.11.6 East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Standing Offer or from any Qualified Bidder, prior to acceptance.
- 1.11.7 The Qualified Bidder, if and when providing Services, must comply with the conditions included in Schedule A of this document. Inability or refusal to comply with these conditions may result in the Bidder being removed from the Standing Offer list of Qualified Bidders.
- 1.11.8 The repeated inability or unavailability to provide Services may be reason for disqualification for the Standing Offer.
- 1.11.9 The Bidder must indicate the periods which it considers normal working hours where their regular hourly rate will apply (e.g. Monday-Friday, 7:00AM to 5:00PM).
- 1.11.10 East Hants may require Services outside of regular hours. For this purpose, we have requested you include the applicable over-time that will apply outside of regular business hours. Please indicate when a double-time rate may apply (e.g. federal holidays, specific civic or provincial holidays).

#### **1.12. Evaluation Criteria: Setting a Standing Offer**

- 1.12.1 East Hants has instituted a two-step review process for this Standing Offer evaluation. In order to proceed to the second step, a Bidder must:
  - 1.12.1.1 Be registered with Workers' Compensation Board of Nova Scotia and be in good standing, or, if not yet registered, have met the requirements stated herein;
  - 1.12.1.2 Have insurance of a type and in the amounts specified by East Hants and have provided proof of such coverage;
  - 1.12.1.3 Have a business registered and in good standing with the Registry of Joint Stocks of Nova Scotia; and
  - 1.12.1.4 Have completed the Contractor Safety Questionnaire to the satisfaction of East Hants.
- 1.12.2 In the second step, East Hants will review each Standing Offer submission and determine, in East Hants's sole opinion, if the Bidder is qualified to complete the Services. East Hants will base the qualification process on the information collected in Appendix A and Appendix B, and Appendix C, as well as any previous experience East Hants may have with the Bidder.
- 1.12.3 East Hants will notify all Bidders of the status once the process is complete.
- 1.12.4 The table(s) of fees proposed by the Qualified Bidders will be recorded in the Standing Offer list.

## Appendix A - Standing Offer Form

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

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

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

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

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

1. Receipt of the following addenda is hereby acknowledged:

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

2. Rates

Description of Service	Year 1	Year 2	Year 3
Provide fire scene Security Services (regular business hours)			
Provide fire scene Security Services (outside of regular business hours)			
Expected Reimbursement for Mileage (if any) per Kilometer travelled			

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

\_\_\_\_\_

5. When will double-time rate apply (e.g. federal holidays, specific civic or provincial holidays)

\_\_\_\_\_

6. Information required by the Bidder when dispatching Personnel (address, contact information, etc.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## 7. Acknowledgement:

Inclusions Required

- Appendix A, Quotation Form (this form)
- Appendix B, Bidder Information
- Appendix C, Safety Questionnaire

## 8. By signing below the Bidder agrees that:

- The Bidder has read and understands the requirement of this RFSO and agrees to abide by the terms and conditions in the event Services are requested.
- The Bidder has read and understands the following addenda: Addendum \_\_\_\_\_ to \_\_\_\_\_ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidder's response.
- The Bidder has read, understands and will, if qualified for the Standing Offer, comply with insurance requirements specified in Schedule A.
- The Bidder will, if qualified for the Standing Offer, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available).
- The Bidder hereby acknowledges that East Hants expects the Bidder to supply the Services described in Schedule A, when and if required, at the costs indicated in sections above, inclusive of, and without limitation, all fees, expenses or costs for which the Bidder may wish to be reimbursed, except HST. The Bidder understands that no contract shall exist between East Hants and the Qualified Bidder until such Services are requested, in writing, by East Hants.

Name of Firm submitting Standing Offer:

\_\_\_\_\_

Signature of Witness

Authorized Signature

Name (Printed)

Title (Printed)

Date

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



## Appendix B - Bidder Information

### 1. Contact information for Bidder:

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

### 2. Experience/ 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. Employee or Minimum Qualifications List

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



## Appendix C - Safety Questionnaire

### GENERAL INFORMATION

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

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

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

### INSURANCE/WORKERS' COMPENSATION COVERAGE:

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

### SAFETY PERFORMANCE:

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

How do you communicate your safety policies and procedures?

\_\_\_\_\_

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



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

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Does your company have a risk assessment procedure?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

Do you provide on the job training to all employees?

☐ Yes ☐ No

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

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

☐ Yes ☐ No

Please describe:

---

---

---

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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



## SCHEDULE A

### STANDING OFFER DESCRIPTION

#### GENERAL

East Hants of East Hants (East Hants) may require, from time to time, the Services of a Vendor to provide security services for fire scenes ("Security Services"). Such Services include, but may not be limited to, the provision of a Licensed Private Guard ("Guard") at the scene specified at the time the Services are requested, for the duration requested.

To this end, we have established a Standing Offer list featuring companies which are capable of providing the Services and the rates associated with each service. In submitting rates for this Standing Offer, the Qualified Bidder agrees to have and to maintain, for the Term of the Offer, sufficient equipment, experienced personnel, capability and capacity to complete the maintenance Services in a timely and professional manner with limited disruption to the citizens of East Hants.

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

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

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

The Manager of Administrative Services for East Hants will oversee the Standing Offer and she, or her designate, will provide direction to the Qualified Bidder as to where and when to complete the Services that may be requested.

East Hants will provide a list of Fire Chiefs and Deputy Fire Chiefs who may, without further approval from East Hants, act as a designate for East Hants under this Standing Offer. East Hants reserves the right to alter this list as necessary and will provide a revised copy to the Vendor when it does so. The Manager of Administrative Services or designates identified on this list may further delegate their authority, in writing, to others; such delegation is only valid for the fire scene and the dates specified at the time of delegation.

East Hants prefers the Qualified Bidder to provide Guards experienced or trained in the Incident Command System or some equivalent reporting structure acceptable to East Hants.

Should there be site conditions or other unexpected situations which are found by the Qualified Bidder after work has commenced, the Qualified Bidder must inform East Hants immediately so such conditions may be assessed and so East Hants may provide guidance on how to proceed.

The following is a list of the Municipality of East Hants Fire Departments:

1. Elmsdale - Elmsdale Fire and Emergency Services
2. Enfield - Enfield Volunteer Fire Department
3. Gore - Gore and District Volunteer Fire Department
4. Kennetcook - Kennetcook District Fire Department
5. Lantz - Lantz Volunteer Fire Department
6. Maitland - Maitland and District Volunteer Fire Department
7. Milford - Milford and District Volunteer Fire Department



8. Nine Mile River – Nine Mile River and District Volunteer Fire Department
9. Noel – Noel District Volunteer Fire Department
10. Rawdon – Rawdon District Volunteer Fire Department
11. Shubenacadie – Shubenacadie & District Fire Brigade
12. Mount Uniacke – Uniacke & District Volunteer Fire Department
13. Walton – Walton Shore Fire Department
14. Brooklyn – Brooklyn Volunteer Fire Department

## SUMMARY OF SERVICES

When required, East Hants or their designate may contact a Qualified Bidder to obtain the services of a Guard. The Qualified Bidder will then contact an individual Guard or Guards who will report to the specified fire scene in accordance with the Response Time conditions.

Upon arriving at the scene, the Guard will report to the Fire Chief, Fire Marshall, designated firefighter or Incident Commander (depending on the circumstances) to get specific instructions with respect to the particular fire scene. Once briefed, the Guard will take over the security for the site and ensure the no unauthorized persons have access to the fire scene and that the evidence is not tampered with.

In the absence of other instructions, the Guard will:

- **Check In**, making sure to note the time they have reported and the name of the person to whom they have reported;
- **Familiarize themselves with the scene**, including the location and condition of ground level entry points. Such investigations must not compromise the safety of the Guard, anyone else who may be at the scene and must not interfere with or compromise the chain of evidence;
- **Take up a position** with the best view of the scene;
- **Ensure no unauthorized access to the scene**;
- **Maintain control of the scene at all times**, until relieved by East Hants, the Fire Marshall or one of the identified designates;
- **Periodically patrol** areas not within direct line of site. Verify any control measures, such as evidence tape or hoarding, remain in place;
- **Record details of any attempts at unauthorized access or suspicious activity**, including the description of any persons, vehicles or activities;
- **Report any attempts at unauthorized access** as directed by East Hants or their designate. When in doubt, report attempted access to the RCMP using 911; and
- **Do not leave** the scene unless relieved. The Qualified Bidder must ensure any regulated breaks or meal times are covered by alternative staff or otherwise compensated or managed so that the scene is never left unguarded.
- **Check out**. Get the signature (name and phone number) of the person relieving the Guard.

East Hants or their designate must:

- **Identify the location of the work**, including civic number, street name and community.
- **Identify the name of the person or position in charge of the site**;
- **Provide an overview of the scene** and any activities that will be required of the Guard at this scene;
- **Establish who to contact** in case of attempted unauthorized access, emergency or other situation where immediate contact is required;
- **If known, provide the date and time**, or estimated date and time if not known, when the Fire Marshall may take control of the scene;
- **Sign off** on the assignment once complete, if required to by the Guard. The copy of the assignment record and any correspondence related to use of this Standing Offer is to be returned to East Hants as soon as possible after the assignment is complete.





Such Services will often be required at night and on week-ends, and may occur anywhere within East Hants or where the Municipality of East Hants may have an interest.

The intent is that the Qualified Bidder will bill the insurance company directly for the Services. Where there is no insurance in place, East Hants will pay for the Services and recover the cost from the property owner.

The Qualified Bidder must keep records each time Services are performed. Such records must be included as back up to the monthly summary provided in support of the Qualified Bidder's invoice. The records are subject to verification and/or audit by East Hants.

Once the Services have started, the Qualified Bidder must ensure that the work is complete before leaving the site unattended. If the Services cannot be completed before the Qualified Bidder must or will leave the site, the Qualified Bidder must install such barriers, or other warning lights and signage necessary to warn of any hazards and to protect the safety of those using the road or surrounding areas.

The Qualified Bidder will be responsible to coordinate the various Services to ensure minimal inconvenience to the public.

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

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

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

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

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

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

#### **QUALITY**

When requested by East Hants, the Qualified Bidder must perform the Services in a professional and competent manner, in compliance to applicable legislation and in accordance with industry best practice.



## RESPONSE TIME & DURATION

The Qualified Bidder agrees that they are available to respond at any time such Services may be requested. Unless otherwise specified when the request is made, East Hants expects that the Qualified Bidder will dispatch the required personnel within fifteen minutes of the initial call and that personnel will reach the site no more than two hours after dispatch.

We have included the ability for the Qualified Bidder to charge for mileage. Such claims must be reasonable and it is expected that the Qualified Bidder will make efforts to choose Guards to respond to our requests that minimize the distance which the Guard must travel in order to respond. Mileage will be paid based on the kilometers travelled to and from the scene. The Qualified Bidder must verify the mileage claims are reasonable based on the location the Services were provided and the known residence of the Guard and East Hants may ask for proof of such verification. Mileage is the only compensation for travel expenses related to these Services that will be allowed.

The Qualified Bidder will be compensated for the hours spent by the Guard or Guards at the specified site in performance of the Services.

The Qualified Bidder will provide contact information which will allow East Hants to contact the Qualified Bidder at any time (24 hours per day, seven days per week). The Qualified Bidder is responsible to find and dispatch appropriate personnel based on the individual request for Services.

If East Hants or their designate is unable to reach a Qualified Bidder in their first call, they may immediately call another Qualified Bidder. If they are unable to reach any Qualified Bidder in the first instance, they may, in their sole discretion, contact a Vendor not on the list to complete the Services.

## EQUIPMENT AND MATERIALS

The Qualified Bidder is responsible to provide all labour, equipment and materials necessary to complete the Services. The Guard must have a reliable form of communication to contact police or such resources necessary to maintain security of the site.

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

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

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

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

East Hants will not be responsible in any way for lost, stolen or damaged materials or equipment.

## RATES

The Qualified Bidder is responsible to ensure that their Guard is prepared for the conditions they may encounter at the site, including, without limitation, weather, danger, and other operational requirements. The Qualified Bidder is solely responsible for ensuring any employment obligations are met, including, without limitation, covering lunch breaks, overtime, rest breaks, etc. that may apply to the Guard.



The Rate provided by the Qualified Bidder must be all inclusive, including, without limitation, travel costs (except mileage when so specified), equipment and uniform costs, administrative costs, labour and supervision, and overhead and profit.

## INDEPENDENT STATUS

The Contractor will provide the Services to 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.

## SAFETY

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

- Comply with the Occupational Health and Safety Act, Nova Scotia and any other applicable legislation.

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

## PERFORMANCE

Services may be requested on short-notice, outside of regular hours or both.

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



- Require that the Qualified Bidder replace the personnel at the scene with a different Guard. In such case, the Qualified Bidder must ensure continuity of service between the Guard being removed and the new Guard starting. The replacement Guard must be supplied within two hours of the request to remove a Guard. East Hants will only pay for Services from the original dispatch of the original Guard; it will not pay any additional fees for transition in this case.
- Remove the Qualified Bidder's Guard from the scene and engage another party to complete the remaining Services. In such case, East Hants shall only be responsible for hours used up to the point the Services were taken out of the Qualified Bidders' hands.

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

## INSURANCE

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

To be considered "Qualified", a Bidder must, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of 2,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: a. Blanket contractual liability; b. Owners' and contractors' protective liability; c. Broad form property damage; d. Hostile fire; e. Tenant's legal liability; f. Non-owned automobile liability; g. Contingent employer's liability; and h. Products and completed operations liability.

The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:

- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
- b. State that this insurance does not have a Total or Absolute pollution exclusion applied. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services;
- c. Provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate each time the insurance is renewed; and may allow that
- d. Excess or umbrella insurance may be used to achieve the required insurance limits noted herein.

The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage;

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.

In addition:

- a. As a condition of remaining on the Standing Offer, the Qualified Bidder must provide proof of such coverage within 10 days of acceptance to the Standing Offer and must provide a new certificate when the policy is

changed or expires. The Qualified Bidder is expected to maintain such coverage over the life of the Standing Offer.

- b. 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.
- 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.

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

## INSTRUCTIONS

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

## RESPONSIBILITY FOR DAMAGE

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

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

## CONFLICT OF INTEREST

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



## GENERAL CONDITIONS

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

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

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

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

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

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

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

The intent is that the Qualified Bidder will bill the insurance company directly for the Services. Where there is no insurance in place, East Hants will pay for the Services and recover the cost from the property owner.

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

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



## INDEMNIFICATION

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.

## REVOCABILITY & TERM

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

The Term of this Standing Offer shall be **three years** beginning upon September 1, 2018, regardless of when the Bidder receives notice of Qualification.

East Hants may extend the Standing Offer for an additional one year period to any or all of the Qualified Bidders.

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

