

## CAO's Office

### REQUEST FOR QUOTATIONS

Snow and Ice Control, Mount Uniacke Library / RCMP  
Community Police Office  
RFQ50223

Release date: September 5, 2018

Quotations will be received up to  
3:00:00 pm local time on Tuesday, September 25 2018

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
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**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) requires the services of a qualified Vendor to provide snow clearing and ice control at the Mount Uniacke Library / RCMP Community Police Office, one of several Locations for which the Municipality is responsible. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to supply these Services.
- 1.1.2. The Statement of Requirements contains estimates of the average number of hours for the primary types of Services and materials provided (snow plow labour, manual labour, supply of sand). The annual average cost of the Services, based on the 2013/14 season through the 2016/17 season, was approximately \$4994.00.

### 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. SITE BRIEFING

- 1.3.1. There will be a site briefing on September 13, 2018 at 2:00 pm local Halifax time at the Colchester-East Hants Library, Mount Uniacke Branch. Attendance is not mandatory but is recommended.

### 1.4. QUOTATION DEADLINE

- 1.4.1. Quotations will be received up to 3:00:00 pm local Halifax time on September 25, 2018 at the address listed below:  
  
Municipality of East Hants  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5  
  
Attention: RFQ50223
- 1.4.2. 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.

### 1.5. QUOTATION SUBMISSION

- 1.4.1. Bidders shall submit their Quotation as one original copy.
- 1.4.2. The Quotation shall be sealed in an envelope and shall be labeled as follows:

**"RFQ50223 -Snow and Ice Control, Mount Uniacke Library"**

- 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.

**1.6. INQUIRIES**

- 1.6.1. 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](mailto:mhatfield@easthants.ca)

- 1.6.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.6.3. Inquiries and questions will be accepted up until 3:00 pm local Halifax time on September 18, 2018.
- 1.6.4. 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.

**1.7. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE)**

- 1.7.1. All Quotations become the property of East Hants once submitted.
- 1.7.1. 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.
- 1.7.2. 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.
- 1.7.3. This document and Request for Quotation process does not constitute a call for Tenders.
- 1.7.4. Bidders undertake any expenditure related to the submission of a Quotation at their own risk. 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.
- 1.7.5. 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.



- 1.7.6. 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.
- 1.7.7. 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.
- 1.7.8. 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.
- 1.7.9. 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.
- 1.7.10. 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.
- 1.7.11. 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.
- 1.7.12. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 1.7.13. 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.
- 1.7.14. 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.
- 1.7.15. 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.
- 1.7.16. 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.
- 1.7.17. 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.



- 1.7.18. 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.
- 1.7.19. 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.
- 1.7.20. 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.
- 1.7.21. 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.
- 1.7.22. One or more of the following trade agreements may apply to this solicitation:
- Atlantic Canada Procurement Agreement
  - Canada Agreement on Free Trade
- 1.7.23. 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.
- 1.7.24. 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.





## 1.8. QUOTATION OPENINGS

- 1.8.1. 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.

## 1.9. QUOTATION VALIDITY

- 1.9.1. 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.

## 1.10. PRICES

- 1.10.1. The prices provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. The prices submitted by the Bidder must be the total price the Bidder will charge to operate the equipment in order to provide the Services. The prices must represent all costs related to operating the equipment including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, and any other such costs that may apply. Except where specified, the price must also include such labour and supervision as will be required to operate the equipment in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 1.10.3. The Bidder is to provide Hourly Rates for snow and ice control operations as described in the Statement of Requirement, labour using small equipment or manual labour and Hourly Rates for snow and ice control operations using plow truck or other similar equipment.
- 1.10.4. The Bidder will also provide the Rate they will charge for sand per cubic metre as specified in the table in Appendix A. The intent is that the vendor will invoice for their labour separately from the cost of sand. The spreading of sand, for example, will be charged as two components; the time spent spreading (labour) and the cubic metres of sand spread.

## 1.11. QUOTATION REQUIREMENTS

- 1.11.1. The Services required are described in Part 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support it expects from a Contractor.
- 1.11.2. The Bidder must familiarize themselves with the existing conditions and the Requirements before submitting a Quotation. Ignorance of existing conditions will not be accepted as a basis for any claims for extra compensation during the term of the contract. Bidders are expected to understand the requirements and submit their Quotation accordingly. If something is unclear, please ask a question.
- 1.11.3. East Hants needs to understand if the Bidder has the capacity and capability to complete the Services. To do so, East Hants have included a questionnaire in Appendix B which the Bidder must fill out and which will be used when evaluating the quotation. A Bidder may provide additional information if they feel it is relevant to their response.
- 1.11.4. The Bidder must complete Appendix C, the Safety Questionnaire.



- 1.11.5. Bidder must provide three recent examples, in the format specified in Appendix B, of where they have provided similar services to other organizations. Examples where the most recent activity is less than two years ago are preferred.
  - 1.11.5.1. East Hants may not be used as an example in this context, however East Hants may consider their own experiences with Bidder for this type of work when evaluating the Bidder's response and the Bidder may mention the work they do or have done for East Hants when discussing experience;
  - 1.11.5.2. The examples are to demonstrate the capability, capacity and quality of the work the Bidder is capable to perform;
  - 1.11.5.3. The companies used as examples may be contacted for references. Please include current contact information if known. If you do not know the current contact information because the contract is finished, please indicate so; and
  - 1.11.5.4. If the three examples cannot be used as references for any reason, in particular if they are no longer in business or over two years old, please include additional current references whom we may contact, regardless of the nature of work.
- 1.11.6. Bidders must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information, and Appendix C, the Safety Questionnaire.
- 1.11.7. 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.
- 1.11.8. 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.
- 1.11.9. 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.
- 1.11.10. The Successful Bidder may be required to show proof of insurance. Insurance requirements form part of the Sample Agreement in Appendix D.
- 1.11.11. The Successful Bidder will be required to accept and sign the Sample Agreement included with this RFQ package. Failure to comply with the conditions in this agreement may result in the rejection of the Bidder's quotation or the cancellation of award. Please examine the sample agreement carefully and ask questions if you do not understand any of the obligations.

## **1.12. QUOTATION EVALUATION**

- 1.12.1. 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.
- 1.12.2. 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. Bidder must score a minimum of <<30>> points on the Written Response to qualify for award.

- 1.12.3. 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 (coin toss or other method).

Criteria for Services Award	Available Points
Price (exclusive of HST)	50
Written Response, comprised of the following:	50
<i>Quality (Examples / Experience)</i>	10
<i>Capacity and capability (staff, equipment, methodology, training and safety information)</i>	40
Total Points:	100

- 1.12.4. The Rates will be compared as follows:

- East Hants has limited data on the plow hours, usage of sand and, manual labour hours for this Location. We have estimated the quantity of hours and sand to provide a point of comparison between bidders. While we have requested Rates for power equipment and labourer, we will not include these Rates in our comparison of Price. We may, however, consider these Rates when evaluating the overall value of the quotation.
- The number of plow equipment and operator Hours estimated for the Location (24) will be multiplied by the Hourly Rate for snow clearing and ice control using plow equipment in each year to determine the labour price for that year. The labour prices for each year (including optional years, if any) will be added together to find the estimated plow labour price for the Term.
- The number of manual equipment and labourer hours estimated for the Location (47.5) will be multiplied by the Hourly Rate for snow clearing and ice control using manual equipment in each year to determine the labour price for that year. The labour prices for each year (including optional years, if any) will be added together to find the estimated manual labour price for the Term.
- The total cubic metres of sand which we estimate are used annually for this Location (12 m<sup>3</sup>) will be multiplied by the Rate for Sand in each year to determine the cost for Sand for that year. The cost for sand for each year (including optional years, if any) will be added together to determine the estimated cost of Sand for the Term.

- The estimated cost for plow and operator for the Term will be added to the estimated cost for manual equipment and labourer for the Term and the estimated cost for Sand for the Term to determine the Estimated Price for the Term. Price will be evaluated as described herein.

1.12.5. East Hants will assign points for Price based on the following formula:

- $(\text{Lowest estimated price} \div \text{the estimated price for the Bidder}) \times \text{the Available Points}$

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



## 2. STATEMENT OF REQUIREMENTS

### 2.1. GENERAL

- 2.1.1. The Contractor will supply snow and ice control services (the "Services") as described herein at the Rates specified at the Location specified. The Location for these Services is:
  - 2.1.1.1. Mount Uniacke Library / RCMP Community Police Office, 555 Highway 1, Mount Uniacke, Nova Scotia.
- 2.1.2. The Services will typically be performed between November 1<sup>st</sup> and April 30<sup>th</sup> (the winter season), if and when required, due to actual or pending weather events such as snowfall and icy conditions, or where otherwise requested by East Hants. East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed.
- 2.1.3. The Contractor warrants that their Rates represent the total cost to provide the Services and include all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, travel time, delivery the Location specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, materials, and any other such costs that may apply, for which the Contractor wishes to be reimbursed. The Rates, where specified, also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 2.1.4. Rates will be charged based on the actual number of hours, or part thereof, or materials, or portion thereof, required to actually complete the Services.
- 2.1.5. East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement. East Hants may, during the Term, provide additional direction or correction with respect to the frequency and quality of the work during snow events.
- 2.1.6. The Contractor shall be responsible to:
  - 2.1.6.1. Monitor weather conditions and initiate response based on the specified triggers; and
  - 2.1.6.2. Direct, supervise and perform the work in accordance with the requirements of the agreement or in response to direction from East Hants.
- 2.1.7. The Contractor declares they understand these requirements and has thoroughly examined the existing conditions where the Services will be performed. The Contractor understands East Hants will not agree to any request for increase in rates or delay to completing the Services on the basis that the Contractor was unaware of the conditions or the requirements.

### 2.2. SERVICES

- 2.2.1. Once a snow or ice event commences, the Contractor will monitor and visit the Location to determine if the Services are required. The Contractor must use reasonable judgment in determining if the conditions require the Services be performed. East Hants and the Contractor agree to work together to define when Services are required once they each have experience in the conditions.
- 2.2.2. **Snow and ice control around entrances, doorways, sidewalks and other access points:** typically by use of a shovel or small powered equipment. Entrances must be cleared of snow and ice so there

is clear access to all doors, so the doors may be opened fully, and so that there is no obstruction of view or movement when exiting the building. Sidewalks and walkways will be cleared of snow to a minimum width of 42" and all ramps, connections to other sidewalks, and exit points must be thoroughly cleared of snow and ice. There are two Rates for this Service. Rate 1 includes one labourer and associated powered equipment. Rate 2 includes one labourer and associated manual equipment (shovels, scoops, etc.).

2.2.3. **Snow clearing parking and driveway areas:** This includes all aspects of clearing the parking lot and driveway areas of snow (plowing, back blading, etc.) and for providing ice control (sand spreaders). The Rate for this Service includes one operator and all of the associated equipment and costs.

2.2.4. **Ice control with sand for parking and driveway areas:** This is the Rate per cubic metre (m<sup>3</sup>) to supply traction sand. The cost to apply the sand is included in the Hourly Rate(s) for snow clearing. Sand may only be used on walkways when absolutely necessary to establish traction.

### 2.3. MOUNT UNIACKE LIBRARY

Estimated Plow Hours per Season (limited data):	24 Hours
Estimated Sand per Season (limited data):	12 Cubic Metres
Estimated Manual Work per Season (limited data):	47.5 Hours

This Location is a branch of the Colchester-East Hants Library system and contains a Community Police Office for the RCMP. The extent of the snow and ice control measures which will be required will vary based on the activities in the Library building. The presence of the RCMP office means that certain areas will require Services every day, multiple times per day while other areas will only need to be cleared to allow for operations specific to the Library. In general, the Services will include snow clearing and ice control using a combination of equipment and manual labour, completed as specified below.

The RCMP Community Police Office must be cleared and maintained in a manner sufficient that the RCMP can provide emergency and policing services in a timely and safe manner 24 hours per day, 7 days a week, in accordance with the Quality Expectations specified in the contract. The Contractor must clear and maintain the following areas, at minimum, for the RCMP:

- the main entranceway to the building including the entirety of the concrete pad in front of the door;
- the main driveway from Highway 1 into the library, full width;
- a two-car width path to the front of the building;
- a space sufficient to park and to turn a vehicle around in front of the building; and
- a 42" wide path from the parking area to the front door.

The Contractor agrees to give East Hants top priority for snow and ice control services with respect to the operations of the RCMP.

During the periods the Library is open, the Contractor must:

- clear and maintain access to the shed and the garbage bins located next to the library building, such that there is a path from the library to the shed and from the shed to garbage bins, and such that both doors of the shed can be opened fully;
- clear and maintain access to the side entrance to the building;
- clear and maintain access the rear entrance, including the concrete step and a path from the door to the driveway;

- clear and maintain access to the chain-link enclosure containing mechanical equipment which is located behind the building. The door to this enclosure faces away from the building and may need to be cleared occasionally to prevent buildup of ice and snow that would prevent the door from being opened fully. Do not fill enclosure with snow as a result of your operations; and
- clear and maintain the entire driveway and parking area..

As of the date of this agreement, the following table describes the opening and closing times for just the library.

Day of Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time	Closed	1 pm	10 am	2 pm	2 pm	10 am	Closed
Closing Time	Closed	8 pm	1 pm	7 pm	5 pm	1 pm	Closed

The expectation is that the parking lot will be cleared to reasonably bare condition for the beginning of each workday and that snow shall be cleared at reasonable intervals throughout the work day on the entrances, exits, through areas of the parking lot, and parking spaces which are not occupied when the Services are being provided.

The Contractor will not block in vehicles parked in the parking area such that the vehicle could not be reasonably accessed by the average driver; heavy, wet or frozen snow curls which prevent a vehicle from moving forward or backward will be removed during the Service period they are created. Any snow left after a vehicle is moved must be removed on the next pass through the parking lot.

It is recommended that the contractor make notes or make recordings of any existing damage on the property before commencing the Services each season to avoid disputes.

Spring Maintenance will depend on the extent of the damage caused by the operations of the Contractor. Typical repairs include spreading of gravel which is moved during operations and soil reinstatement and seeding (sodding, if the damage is extreme) where grass has been damaged.

## 2.6. QUALITY EXPECTATIONS

East Hants' expectation is that snow accumulation will not exceed 10 centimetres before the Contractor performs snow clearing operations. The Contractor is responsible to monitor the weather conditions and the Location to ensure Services are performed promptly so the maximum accumulation is not exceeded. In addition, East Hants may request Services based on their best judgment of the conditions.

If the library is closed due to inclement weather, the Contractor may, except for the Services required to keep the RCMP office operational, defer incremental snow and ice control Services provided they have the Location prepared for the next operational period. The Contractor must take care not to allow snow and ice to accumulate to a point where removal cannot be completed efficiently when required.

In the case of ice, it is expected that the Contractor will apply ice control products when there is reasonable expectation that ice may develop, in the case that they see evidence of ice forming or having formed, where they have received a report from East Hants that there is ice, or where, in their judgment, application is required.

The goal of ice control is to ensure traction for both pedestrian (staff, tenants and public) traffic and vehicle traffic, and to ensure staff, tenants and the public can safely access the Location.

The goal of snow removal is to provide a relatively level parking and driveway surface for both pedestrian (staff, tenants and public) traffic and vehicle traffic, and to ensure the staff, tenants and the public can safely access the Location. It is expected the remaining amount of residual snow after snow clearing operations are complete and the snow event is over would be minimal; the best case scenario is generally bare to ground, pavement or concrete.

## 2.7. RESPONSE TIME

The application of ice control materials prior to a storm commencing, if necessary, is required for these Locations to prepare the Location for snow and ice events.

When required, provide prompt removal of snow from, application of ice control products to, and removal of any obstruction to: fire escapes, entrances and exits, and established walkways that lead to or from the building. It is expected that such Services will have to be completed manually or with suitable power equipment provided by the Contractor. Such removal must be sufficient to allow easy access to the building at least one half hour prior to the earliest opening time, at all times when the buildings are open for business to allow personnel to come and go safely, and at least one half hour later than the latest closing time (24-7 with respect to the RCMP Community Police Office, to the extent described).

When required, provide prompt removal of snow from, and application of ice control products to, the driveway, public and staff parking areas. The Contractor must remove any obstructions to the driveway as a result of provincial snow clearing activities. This requirement is in place during the entirety of a snow or ice event.

The snow and ice control Services must be substantially completed at least one half hour before the opening time for the Location and then must be maintained until at least one half hour after the closing time for that Location to ensure staff, tenants and the public have sufficient time to exit the Location.

The Contractor is expected to provide prompt response to any calls for additional Services. In the case where East Hants identifies an unsafe condition, the Contractor is expected to respond as soon as possible and in no event more than thirty minutes after the call has been received.

It is expected that the Services described will be sufficiently available in order to ensure the areas are maintained as described. The Contractor will provide contact names and telephone numbers which will allow them to contact the Contractor or their representatives at any time.

The Contractor is responsible to ensure there are sufficient operators available to cover any accidents or other events that would prevent them from completing the Services in a timely fashion. In the case where the Contractor intends to use staff not previously identified, they must promptly inform East Hants of the addition.

## 2.8. MUTUAL OBLIGATIONS

2.8.1. The Contractor must, without limitation:

- 2.8.1.2. Perform winter maintenance activities in accordance with the requirements of this agreement;
- 2.8.1.3. Properly train all staff engaged in winter maintenance activities. Employees must fully understand the requirements, in particular the quality and response time expectations. East Hants may verify training at any time by speaking to employees performing the Services;
- 2.8.1.4. Have and maintain sufficient staff and resources to carry out snow and ice control activities at any time (24 hours a day, 7 days a week), including during extended weather events.



- 2.8.1.5. Supply all the necessary equipment, labour and materials required to undertake snow and ice control activities. It is the Contractor's full responsibility to determine the equipment, labour and material needs to meet the requirements of the agreement and to be prepared for such events with stockpiled materials, repair resources and contingency in the case of labour or equipment shortages. The Contractor shall have equipment inspected regularly by a competent authority to ensure proper working order and performance.
- 2.8.1.6. Monitor all specified Locations and areas where Services are to be performed when there is a forecast or chance of snow, freezing rain or ice conditions. The Contractor must keep a log of inspections and work performed. This log should be available for inspection by East Hants at any time.
- 2.8.1.7. Initiate, organize, direct and supervise the necessary resources to achieve the prescribed Performance Standards;
- 2.8.1.8. Comply with the Nova Scotia Work Place Traffic Control Manual and providing, when so required, traffic control and protection during snow clearing operations;
- 2.8.1.9. Cooperate fully with East Hants as they investigate and respond to complaints and inquiries from the East Hants concerning winter snow and ice control operations. The Contractor is to direct any inquiries from the public to East Hants for response;
- 2.8.1.10. Provide a high level of customer service. This will include, at minimum, provision of sufficient contact points so that East Hants can reach the Contractor at any time (24/7). Preference is for the Contractor to provide a dedicated contact or contacts. There must be a primary contact who will be responsible to day-to-day customer service related to invoices, complaints and other general contract administration;
- 2.8.1.11. Remain in contact with their operators at all times in order to provide tracking or service updates. The Contractor may use any contact method they choose provided it is reliable and reasonable;
- 2.8.1.12. Select and use equipment and methods that minimize the potential for damage to property when completing the Services.
- 2.8.1.13. Complete all repairs of any damage to East Hants' property and private property as a result of their snow and ice control activities by the date and to the extent specified in this agreement. Without limiting the foregoing in any way, the Contractor is required to repair or reinstate grassed areas, trees, shrubs, asphalt and concrete sidewalk, curbs, fences, sewer and water access hatches, etc. that may have been damaged as a result of the Contractor's operations.
  - 2.8.1.13.1. All repairs must be completed to East Hants' satisfaction by May 15<sup>th</sup> of the year in which Services have just ended. East Hants may complete any repairs which the Contractor has not completed by May 15<sup>th</sup> and the Contractor will be responsible to compensate East Hants for their time and material at the Rates specified in the MAINTAINING SECURITY section of the agreement.
- 2.8.2. East Hants will:
  - 2.8.2.1. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;



- 2.8.2.2. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
- 2.8.2.3. Direct changes to the frequency or quality of the Services and document these changes to verify the acceptance of reduced or increased performance; and
- 2.8.2.4. Record, investigate and respond to inquiries and complaints from the public.

## 2.9. REPORTING REQUIREMENTS

- 2.9.1. The Contractor shall maintain complete and accurate records of work completed by the Contractor and events that occur within the contract. The following information shall be documented and copies provided to East Hants Representative when requested. The Contractor will keep records with respect to:
  - 2.9.1.1. Weather throughout the days on which they provide Services;
  - 2.9.1.2. When work was commenced and completed during the day and what sections of the sidewalk were completed;
  - 2.9.1.3. Labour and material used during the day;
  - 2.9.1.4. Any discussions or calls with or from East Hants; and
  - 2.9.1.5. Equipment breakdowns.
- 2.9.2. Accidents or damage to Municipal property must be reported according to the provisions of this agreement.
- 2.9.3. Invoices may be delivered in the same envelop when mailed but must clearly indicate which Location they refer to and must be referenced to the attention of the appropriate contact for the Location. If Invoices are sent electronically, they must be sent to [vendors@easthants.ca](mailto:vendors@easthants.ca).

## 2.10. PERFORMANCE STANDARDS

- 2.10.1. The following Performance Standards are the minimum requirements that the Contractor must meet:
  - 2.10.1.1 The Contractor shall report all vehicle accidents or property damage to East Hants within one (1) business day of the occurrence.
  - 2.10.1.2. The Contractor shall not engage in any confrontation with the general public.
  - 2.10.1.3. All vehicles must be operated in a safe manner, respecting legal speed limits and the Contractors and their employees are to be respectful and aware at all times of the users of the sidewalks, roadway and at intersections;
  - 2.10.1.4. The Contractor may not block driveways, roadways or other obvious access points when performing the Services;
  - 2.10.1.5. The Contractor must, as much as is reasonable in the circumstances, avoid placing or packing snow at intersections such that it affects the visibility from the roadway by drivers;



- 2.10.1.6. The Contractor will clear snow from municipal infrastructure (hydrants, access points) which may be affected by their operations.

## 2.11. APPLICATION/SPREADING OF SALT AND SAND

- 2.11.1. Salt may only be used on the concrete walkway at this Location.
- 2.11.2. The Contractor is to ensure that sufficient ice control products appropriate for the conditions are used. The Contractor's equipment should allow for the adjustment of sand dispersal and the contractor's staff must be experienced in the appropriate application of sand.

## 2.12. EAST HANTS REPRESENTATIVE

- 2.12.1. Wendy MacLeod, Manager of Administrative Services, has overall responsibility for the Location specified in this agreement and is the only representative of East Hants, other than the Chief Administrative Officer or their designate, who may negotiate the terms and conditions or who may make permanent changes to the Services.

Designated Contact	Phone	Title
Wendy MacLeod	902-883-7098, 204	Manager of Administrative Service

- 2.12.3. Changes to the terms and conditions of the agreement may only be made through written amendment signed by representatives of the parties who legal authority to bind the parties. Only the Chief Administrative Officer (CAO) has the authority to bind East Hants.

## 2.13. EQUIPMENT AND MATERIALS

- 2.13.1. The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services.
- 2.13.2. 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.
- 2.13.3. The Contractor 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 Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.
- 2.13.4. The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.
- 2.13.5. Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.
- 2.13.6. The Contractor may, by prior arrangement with East Hants and where possible, stockpile or store equipment and materials on the Location for use in performing the Services. The Contractor would do so at their own risk and neither East Hants, nor their tenants, will be responsible in any way for lost, stolen or damage materials or equipment.

## APPENDIX A - QUOTATION FORM

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

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

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

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

Rates	Year 1	Year 2	Year 3 (Optional)
Snow Clearing and Ice Control (sidewalks, entrances, exits) - Power Equipment and Labourer - Hourly Rate			
Snow Clearing and Ice Control (sidewalks, entrances, exits) - Manual Equipment and Labourer - Hourly Rate			
Snow Clearing and Ice Control - Plow Equipment and Operator - Hourly Rate			
Sand, per Cubic Metre			

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

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

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

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

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

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

\_\_\_\_\_  
Date



## APPENDIX B - BIDDER INFORMATION

### 1. Contact information for Bidder:

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

### 2. Snow Clearing Questions:

Note: You may complete these questions on this form or on a separate piece of paper. If using a separate piece of paper, indicate so on this form and write the letter assigned to the question by the appropriate response.

- a) Does your company have specific experience clearing snow and providing ice control for properties? If so, how many properties do you Service annually? How many years of experience do you have with respect to this type of work?

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- b) What equipment do you intend to use for this work? Please describe the equipment and include the plowing and sanding mechanisms. Please also include the quantity of equipment you plan to use for the Services.

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- c) How will you monitor the Location to ensure Services are completed as required under the agreement?

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- d) How will you verify that the Services have been completed and the relative quality of the performance?

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

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

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- g) How do you plan to perform the spring repairs as required under the contract? What is included in this?

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

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

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

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- k) What methods, if any, will you use to define the work for your employees?

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3. By signing below the Bidder agrees that:

- a. The Bidder has read and understands the requirement of this RFQ and agrees to abide by the terms and conditions.
- b. 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 Proponent's proposal.
- c. The Bidder has read, understands and will, if awarded the work, comply with insurance requirements specified in Appendix C.
- d. The Bidder will, if awarded the work, 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).
- e. The Bidder warrants that the information provided in their responses is, as far as they can reasonably be sure, correct.
- f. The Bidder hereby agrees to supply the Services described in Section 2 at the costs indicated in their Quotation Form. By signing this form, the Bidder agrees to be bound by the sample contract included in this RFQ document.

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

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

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

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

\_\_\_\_\_  
Date





## 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

☐ YES ☐ NO

Note: Out-of-province companies may submit a current and valid certificate of recognition 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)

\_\_\_\_\_  
\_\_\_\_\_

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>>, 2018 ("Effective Date")

Between

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

~and~

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

### BACKGROUND

East Hants wishes to retain the Contractor to provide snow clearing and ice control services for selected municipally-owned Locations in the Municipality of East Hants ("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.

### CONTRACT DOCUMENTS

- 3 This agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
  - a. This Agreement;
  - b. Section 2, Statement of Requirements;
  - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
  - d. <<insert additional documents as applicable>>.

### INTENT

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



## TERM

- 6 This agreement shall commence on the Effective Date and shall end:
  - a. April 30, 2019 unless extended for an additional period by mutual agreement of the parties, in writing; or
  - b. In the event of Termination in accordance with the terms of this agreement

## REMUNERATION

- 7 East Hants shall remunerate the Contractor for completed Services at the Rates specified in Table 1 <<insert table>>, in accordance with the following.
  - 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. Invoices must:
    - a. Show the quantity of sand in the format specified. Each type of Hourly Rate, if used in the period which the Invoice covers, must be itemized.
    - b. If so required, be further specified for each Location where Services were provided.
  - 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. 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.
  - e. 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.
  - f. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - g. 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.
  - h. 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.



- i. 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 Contractor for them.

#### INDEPENDENT STATUS

- 8 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.

#### PERSONNEL

- 9 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 10 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language,



comments or gestures, unsafe work practices, alcohol-related convictions or renovations, or demonstrated incompetence may be cause to have an employee removed.

## SUBCONTRACTOR

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

- 11 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.
- 12 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.
- 13 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

- 14 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").
- 15 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.
- 16 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.

- 17 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.
- 18 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.
- 19 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.

#### INDEMNIFICATION

- 20 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

- 21 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.
- 22 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
  - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
  - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
  - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.



- 23 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. This insurance shall not contain any endorsement that excludes the operation of attached machinery;
- 24 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.
- 25 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.
- 26 In addition:
- a. 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.
  - b. In the case where the Contractor will use subcontractors or third party suppliers, such subcontractors and third party suppliers must obtain and provide proof of insurance coverage that is 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. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
  - f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
  - g. 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

- 27 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 28 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

- 29 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

- 30 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 31 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.
- 32 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.
- 33 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

- 34 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.

## CONFLICT OF INTEREST

- 35 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.



## PRIORITY

- 36 The Services and infrastructure affected by this agreement are critical to the operation of East Hants. The Contractor understands that the requirements under this agreement will take priority over other contracts the Contractor may have, if and when a conflict around timing and resources were to occur.

## PERFORMANCE

- 37 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.
- 38 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the Receiving Location or using third party evaluation services;
  - b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
  - c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;
  - d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants;

## CHANGES TO SERVICES

- 40 East Hants may, at its sole discretion, discontinue Services at a location by providing the Contractor with 15 days' written notice of such discontinuation. The Contractor will subtract the cost to provide the Services at the discontinued location from their monthly charges once Services have been discontinued.
- 41 Once notified that a Service will be discontinued, the Contractor must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.
- 42 East Hants wishes the Contractor to be efficient in the way the Services are performed and recognizes that the activities specified in the requirements may not always reflect the most efficient way of completing the Services. In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable requirements with the following to apply:
- Where possible, increases or decreases in the time associated with one activity may be offset by an increase or decrease in another activity at the same location, though never to the detriment of the quality of the Services at that location or any other;
  - 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;
- 43 East Hants recognizes that there will be instances where the Contractor cannot perform all of the activities in a location in a given instance of performing the Services. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed, and then to complete the activities as soon as possible, except where:
- The Services cannot be completed because of an issue originating with East Hants or one of their tenants. The Contractor must make reasonable effort to work around the issue and then inform the contact (or the East Hants representative) at the location of the issue preventing the activity. The Contractor will complete the activity once the issue is resolved.
  - The reason the activity cannot be completed is within the Contractor's control and the activity is, in East Hants' sole discretion, critical. In the event the activity is identified as critical, the Contractor must complete the activity on the next business day. East Hants may, at their sole discretion, defer the performance of an activity to the next scheduled cleaning if the activity is not critical.



- The inability of the Contractor to complete an activity in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this agreement.

#### CONSUMABLES AND EQUIPMENT

- 44 The Contractor will supply all sand and other consumables required for the Services, as part of the Services, for the rates established herein. The contractor is also responsible for all costs relating to the procurement, warehousing, handling and the supply of such consumables.
- 45 Salt used on the sidewalk will be reimbursed at cost plus no more than 20% for overhead and administration. East Hants may, in their sole discretion, provide salt to the Contractor for this purpose.
- 46 The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.

#### RESPONSIBILITY FOR DAMAGE

- 47 The Contractor shall repair and restore to its original condition any material or surface damaged by their operations, in accordance with the Statement of Requirements.

#### MAINTAINING SECURITY

- 48 If the Contractor is provided with keys, access cards and security codes as necessary to perform the Services, the Contractor and their employees must take reasonable safeguards to ensure keys, access cards and security codes are kept safe. In the event the Contractor or an employee loses a key or access card or discloses a security code, the Contractor must immediately inform East Hants so that corrective action may be taken. The Contractor may be held responsible for the consequences of lost or stolen keys, access cards or security codes.
- 49 Without limiting the foregoing, the Contractor will be responsible for any costs associated with lost or stolen keys, access cards and security codes. The cost to replace a key, access card or to reprogram a security code will be billed to the Contractor at a rate of \$100.00 per instance.

#### SAFETY

- 50 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.
- 51 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.



- 52 The Contractor must verify that their employees are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear (where appropriate), hearing protection (when required) and high visibility vests or similar clothing when performing such Services.
- 53 The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, adjacent properties, or other passers-by while the Services are being performed.
- 54 The East Hants Representative or their designate may inspect the Locations of the work at any time.

#### TERMINATION

- 55 East Hants may terminate this agreement at any time, for any reason, by providing thirty days written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 56 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.
- 57 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.
- 58 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.
- 59 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

- 60 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

- 61 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

- 62 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

- 63 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

- 64 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.

- 65 The Notifications shall be addressed as follows:

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

Municipality of East Hants  
RF<<x#> - <<Title>>  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

- b. By email to East Hants:

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

- c. By mail to the Contractor:

<<Company Name>>  
RF<<x#> - <<Title>>  
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>

**GOVERNING LAW**

- 66 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**

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

**SEVERABILITY**

- 68 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**

- 69 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: _____

