

INFRASTRUCTURE & OPERATIONS

REQUEST FOR STANDING OFFER

Industrial Services - Vacuum & Hydro Excavation Equipment
RFSO50256

Release date: May 21, 2019

Submissions must be received on or before
3:00:00 pm local time on Tuesday, June 11, 2019

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



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Contents

1.	INSTRUCTIONS TO BIDDERS	4
1.1.	INTRODUCTION	4
1.2.	DEFINITIONS	4
1.3.	STANDING OFFER DEADLINE	5
1.4.	STANDING OFFER SUBMISSION	5
1.5.	INQUIRIES	5
1.6.	OPENING	5
1.7.	RESERVATION OF RIGHTS (PRIVILEGE CLAUSE)	6
1.8.	NOTICE OF ACCEPTANCE	6
1.9.	STANDING OFFER VALIDITY	6
1.10.	SUBMITTING RATES	6
1.11.	STANDING OFFER REQUIREMENTS.....	7
1.12.	QUALIFICATION	7
	APPENDIX A: SUBMISSION FORM	9
	APPENDIX B: QUESTIONNAIRE.....	11
	APPENDIX C – RATES.....	14
	Appendix D – Safety Questionnaire.....	15
	PART 2: STANDING OFFER DESCRIPTION	18
	STANDING OFFER PURPOSE.....	18
	BACKGROUND.....	18
	SERVICES DESCRIPTION	18
	MINIMUM QUALIFICATIONS.....	20
	EXPECTATIONS	20
	USING A STANDING OFFER	21
	RESTRICTIONS THE STANDING OFFER	23
	PART 3: TERMS & CONDITIONS.....	24



GENERAL	24
INVOICES	24
PERFORMANCE	24
INDEMNIFICATION	25
RESPONSE TIME & DURATION	25
EQUIPMENT, MATERIALS & PERSONNEL	25
INSURANCE	26
INTRUCTIONS	27
CONFLICT OF INTEREST	27
CONFIDENTIAL INFORMATION OF EAST HANTS	27
RATES	27
SAFETY	28
RESPONSIBILITY FOR DAMAGE	29
REVOCABILITY & TERM	29
EXHIBIT A: LIFT STATIONS	30



1. INSTRUCTIONS TO BIDDERS

1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants (East Hants) may occasionally have situations where the services of companies who have video inspection equipment, vacuum equipment, hydro excavation equipment, and combination equipment are required to complete work within the Municipality ("the Services").
- 1.1.2. To this end, East Hants is establishing a Standing Offer list which will feature companies ("Qualified Bidder(s)") that are capable of providing such Services and the Rates associated with such services.
- 1.1.3. Vendors are invited to review the general scope of the Services, included as Section 2, and the Terms and Conditions in Section 3. If interested, they are encouraged to submit a response including the Submission Form, Appendix A, the Bidder Questionnaire, Appendix B, and the schedule of Rates, Appendix C.
- 1.1.4. This Standing Offer is meant to give East Hants and their staff the ability to respond quickly to routine and emergency situations (any time, day or night) and to provide a pool of Qualified Bidders who have the capability and capacity to perform these Services in an efficient and timely manner.
- 1.1.5. The annual expenditure around such Services is highly dependent on circumstances outside of East Hants' control. The expenditure was approximately \$16,000 for fiscal 2018/19 with approximately 22 call-outs.
- 1.1.6. 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.
- 1.1.7. 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.
- 1.1.8. The method of contracting for these Services, if any are required, will be Purchase Order, credit card or other contract form acceptable to East Hants, drawn against the Rates specified in the Qualified Bidder's response. Performance of any Services shall subject to the Terms and Conditions set out in Parts 2 and 3 of this RFSO.

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 Contractor:** a Qualified Bidder, as defined in this RFSO, is considered to be an Independent Contractor, not an employee.

1.3. STANDING OFFER DEADLINE

- 1.3.1. Submissions will be received up to 3:00:00 pm local time on June 11, 2019 at the address listed below:

Municipality of East Hants
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: RFSO50256 – Industrial Services

- 1.3.1. 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 Deadline. Please allow sufficient time to be served by staff.

1.4. STANDING OFFER SUBMISSION

- 1.4.1. Bidders submitting by mail, courier, or in person shall submit their Standing Offer in original copy. All submissions, including emailed submissions, must be signed by a principle of the company authorized to do so.

- 1.4.2. Physical Standing Offer responses shall be sealed in an envelope and all submissions shall be labeled as follows. When submitting by email, put the following in the subject line:

“RFSO50256 – Industrial Services”

- 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.

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

- 1.5.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.

- 1.5.3. Inquiries and questions will be accepted up until 3:00:00 pm local time on **June 3, 2019**.

- 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 may be advised of their status with respect to the Standing Offer once a determination of award has been made.

1.7. RESERVATION OF RIGHTS (PRIVILEGE CLAUSE)

1.8. NOTICE OF ACCEPTANCE

- 1.8.1. Only parties who have submitted a response will receive notification regarding the acceptance or rejection of a Standing Offer submission.

1.9. STANDING OFFER VALIDITY

- 1.9.1. Standing Offer Rates shall remain valid for the Term, unless revoked as specified in Part 3 Revocability & Term.
- 1.9.2. East Hants reserves the right to offer and extend 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 entities with which it is affiliated (volunteer fire departments).

1.10. SUBMITTING RATES

- 1.10.1. The Rates provided in the Standing Offer submission must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. East Hants have included a Microsoft Excel file containing all the relevant Tables; our preference is to have the Rate entered into this file and submitted, but as long as the Bidder provides the information requested in the Tables in a way which East Hants can understand, the responses will be accepted. Any Tables which are unclear can be clarified during the rectification period.
- 1.10.3. The Bidder must provide Rates for both Maintenance and Emergency services. East Hants will not consider responses which exclude after-hours work because this is the highest priority of this Standing Offer. As such:
 - 1.10.3.1. East Hants requires Rates for labour and equipment which may be required outside of normal business hours. If there is a premium for after-hours work, such premium is to be included in these Rates.
 - 1.10.3.2. East Hants requires Rates for labour and equipment which would be applicable to Services provided during normal business hours; such Rates are to not include any premium for after-hours work.
- 1.10.4. 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**. Without limitation, the Rates must include:
 - 1.10.4.1. For equipment:
 - 1.10.4.1.1. All costs related to operating the equipment specified including, without limitation, overhead and profit, travel time and delivering of the equipment to the site specified by East Hants, set up time (if required), placement, and activities related to preparing to deliver the services;
 - 1.10.4.1.2. All costs related to training of operators and the maintenance, fueling, purchase or lease, or other costs related to the ownership or use of the equipment;

- 1.10.4.1.3. Such labour as will be required to operate the equipment or otherwise provide the Services in a safe, competent, and professional manner and sufficient to complete the Services in a timely fashion; and
- 1.10.4.1.4. Any other costs related to the performance of the Services for which the Bidder expects to be reimbursed.
- 1.10.5. Labour Rates, when specified separately, will include all of the costs associated with providing the services of the trained personnel, equipped with personal protective equipment suited for the job, and basic hand tools applicable to their task(s). Labour Rates may only be charged for time actually spent working on site and cannot include travel time except as specified; time used waiting for the next task may be compensated if the wait time is, East Hants' opinion, reasonable.

1.11. STANDING OFFER REQUIREMENTS

- 1.11.1. The Services required are described in Section 1, Description of Standing Offer. East Hants has tried to clearly describe what it may be looking for, how the Services must be supplied, and any support 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 submission Appendix A, the Standing Offer Form, Appendix B, Questionnaire, Appendix C, Schedule of Rates, and provide any information requested in the Qualification Section of Part 2.
- 1.11.2. 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 Bidder, prior to qualification.

1.12. QUALIFICATION

- 1.12.1. East Hants will close the competition to submissions on the date and time specified as the [Standing Offer Deadline](#), after which East Hants will review the submissions and determine who, if any, of the Bidders may be consider Qualified.
- 1.12.2. Once the submissions received during the initial qualification period are evaluated, if there are fewer than three Qualified Bidders, East Hants may re-open the Standing Offer to additional submissions which will be evaluated as time permits. The Standing Offer may remain open during the Term or until East Hants has a minimum of three Qualified Bidders.
- 1.12.3. Only those Bidders who, in East Hants' sole opinion, demonstrate they have the capability, capacity, and qualifications to complete the Services in a commercially responsible way may become Qualified.
- 1.12.4. In part 2, East Hants has listed the minimum equipment requirements they believe will be necessary, based on their experience. This is the equipment that East Hants believes may have to be mobilized, to complete the Services, and which it expects the Bidder to provide in order to become qualified.
- 1.12.5. If such the equipment has a delay associated with mobilization (e.g. it must be rented or brought in from a distance), identify the delay time expected when listing the Rates for this equipment. If there are alternatives which the Bidder would use instead of the specified equipment, provide the alternative and the justification for using the alternative as a separate attachment.

1.12.6. East Hants has instituted a two-step review process for each Standing Offer submission. Step one requires that Bidders meet all of the submission requirements, including submitting Appendix A, Appendix B, Appendix C, and the following documents:

- Proof that business is incorporated, in the form of articles of incorporation from the jurisdiction of incorporation. In Nova Scotia, this means copy of the Bidder's current profile from the Registry of joint Stocks showing the Registry ID and the status as "Active";
- Letter of Good Standing from Workers Compensation Board of Nova Scotia (WCBNS) for workplace injury insurance;
- Proof the Bidder has Commercial General Liability insurance and automobile insurance in accordance with the terms and conditions of this Standing Offer request. Note that each Qualified Bidder will be required to provide, and maintain for the Term, a formal certificate of insurance (COI) which names the Municipality of the District of East Hants as an additional insured;
- Proof Bidder is Safety Certified in the form of a Certificate of Recognition (COR) from a provider of audit services approved by WCBNS. COR may not have a status of "pending" at the time of submission; and
- If the Bidder is required to have one based on their operations, the current Commercial Carrier Safety Fitness Rating as issued by the Province of Nova Scotia.

1.12.6.1. East Hants will allow a rectification period during which it will verify the submissions and identify any documents that are missing or incorrect and during which time it will inform the Bidder of identified deficiencies. The Bidder must correct any deficiencies within five business days of such notification or East Hants may reject the submission.

1.12.7. In the second step, East Hants will review any remaining Standing Offer submissions to determine, in East Hants's sole opinion, if the Bidder has provided commercially responsible and reasonable Rates and if the Bidder has demonstrated, to East Hants' satisfaction, that it is qualified to complete the Services. East Hants will base the this determination on the information collected in Appendix A, Appendix B, and Appendix C, as well as any previous experience East Hants may have with the Bidder.

1.12.8. Only Bidders who meet the requirements in both Step One and Step Two will be added to the Standing Offer List.

APPENDIX A: SUBMISSION FORM

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

1. Bidder information:

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. Receipt of the following addenda is hereby acknowledged:

Addendum: _____ dated: _____

3. Inclusions:

- WCBNS Workplace Injury Insurance letter of Good Standing
- Certificate of Insurance (COI) demonstrating insurance limits can be met
- Proof that the business is registered, from the jurisdiction where the business is registered (e.g. Joint Stocks of Nova Scotia)
- WCBNS Safety Certified valid Certificate of Recognition (COR)
- If applicable, Commercial Carrier Safety Fitness Rating

5. Acknowledgement:

The Bidder hereby acknowledges that East Hants expects the Bidder to supply the Services described in Section 2 in accordance with the Terms and Conditions specified in Section 3, when and if required, at the Rates indicated in Appendix C, 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 a 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: QUESTIONNAIRE

The Bidder may use additional pages to complete the questionnaire, provider they cross-reference the questions to the answers.

EQUIPMENT

- Describe the equipment available to complete the Services in the format below:

EQUIPMENT MAKE & MODEL	DESCRIPTION (INCLUDE CAPACITY)	AGE

- Submit company information brochure containing corporate overview and relevant experience, and minimum of three (3) references:

Name of Reference	Contact Information	Organization	Work Completed for Reference

- Describe your contingency plan in case of equipment breakdown or labour shortages around these Services? East Hants expects the Bidder to be able to provide Services at any time, day or night. The inability to provide Services may be reason for disqualification form the Standing Offer.



GENERAL

4. Are industrial services your primary business? If not, describe what proportion of this business deals with industrial services and related work. Confirm you have qualified staff available to complete the work.

5. What are the days and hours of operation for your company? Please list any days of the week, holidays or other times when Services would not be available.

6. Describe the turn-around time to obtain services which are requested during normal business hours and for after-hours requests.

7. Do you plan to use subcontractors to deliver some or all of the Services? If so, describe which activities will be performed by subcontractors and provide the questionnaire results for each subcontractor.



7. East Hants wants to be sure that the provider, or their subcontractors, has a reasonable safety and compliance record. Provide a copy Commercial Carrier Safety Fitness Rating, as issued by the Province of Nova Scotia. East Hants will consider the content of the certificate, status, convictions and audit, when considering the proponent's response with respect to safety.

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

9. What is/are your definition(s) of unacceptable Motor Vehicle Abstracts? What are your rules or regulations pertaining to potentially unacceptable Motor Vehicle Abstracts? Do you require subcontractors follow similar procedures?

Note: East Hants may request abstracts for drivers at any time, at their sole discretion. East Hants will not accept drivers for this work who have alcohol-related convictions and revocations within the last five years.

10. 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? If so, provide relevant details.

11. Describe how you will ensure safety while providing the Services, including environmental and worker safety, public safety with respect to access to the site and verification the site is clear, and safety generally with respect to hazard identification and mitigation.



APPENDIX C - RATES

The Bidder must complete the following table to be submitted with their response. If not providing a rate for a particular service, please indicate with "N/A". Equipment rates include all costs associated with operation of the equipment including, without limitation, fuel, maintenance, mobilization and demobilization, disposal, overhead and profit.

DESCRIPTION OF SERVICES	RATE YEAR 1	RATE YEAR 2
Vacuum Equipment charge per hour	\$	\$
Vacuum Equipment labour per operator per hour - Regular Time	\$	\$
Vacuum Equipment labour per operator per hour - Overtime	\$	\$
Vacuum Equipment labour per operator per hour- Double Time	\$	\$
Hydro Excavation Equipment truck charge per hour	\$	\$
Hydro Excavation Equipment labour per operator per hour - Regular Time	\$	\$
Hydro Excavation Equipment labour per operator per hour - Overtime	\$	\$
Hydro Excavation Equipment labour per operator per hour - Double Time	\$	\$
Combination Unit truck charge per hour	\$	\$
Combination Unit labour per operator per hour - Regular Time	\$	\$
Combination Unit labour per operator per hour - Overtime	\$	\$
Combination Unit labour per operator per hour- Double Time	\$	\$
Video Inspection fees per hour (Minimum # of Hours per call _____) Inclusive of equipment and operator	\$	\$

Appendix D - Safety Questionnaire

Company Name:	Date
Company Address:	Phone No.
	E-mail:
Description of work:	

SAFETY CERTIFICATION

1. Are you currently WCB Safety Certified <http://www.wcb.ns.ca/Workplace-Injury-Insurance/WCB-Safety-Certified.aspx>? If yes, please provide proof with your submission instead of completing this form.

☐ YES

☐ NO

Note: Out-of-province companies may submit a current and valid Certificate of Recognition (COR) from their province of origin, or from another recognized safety association which uses an external audit element, for consideration.

SAFETY PERFORMANCE

2. Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour and Advanced Education or any other provincial jurisdiction, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, please attach a note with details, including the current status or resolution.

☐ YES

☐ NO

SAFETY PROGRAM

3. How many employees do you have? _____

4. Does your company have a written health and safety policy signed by management (5+ employees)?

☐ YES ☐ NO ☐ N/A

5. Does your company have a Joint Occupational Health and Safety Committee (20 + employees)?

☐ YES ☐ NO ☐ N/A

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

☐ YES ☐ NO

7. Does your safety policy require sub-contractors to meet the same standard of safety that you maintain? Do you require them to maintain WCB coverage, insurance and safety programs in accordance with legislation?

☐ YES ☐ NO ☐ N/A

If "N/A" is checked, please explain (e.g. do not have sub-contractors)_____

8. Describe your company process for communicating your safety policies, procedures and known hazards?

Please check all applicable methods

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

Other:_____

9. Do you provide safety training to your employees, as it relates to the work being performed for the Municipality, which is documented? ☐ YES ☐ NO

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

☐ YES

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

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

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

☐ YES

☐ NO

☐ NA

If no, please explain why below:

13. Please be advised that during the tendering process, or at any time during the contracted work, East Hants may request copies of policies, training records, procedures, etc. as proof that the answers on this questionnaire are true. Do you agree to provide this information if requested?

☐ YES

☐ NO

I, _____ (printed contractor name) confirm the information provided is true and correct as of the date of this submission. I will report any changes to this information prior to accepting award of any work as well as changes that occur during the performance of the services.

Upon award, I agree to provide a list of contact information of all supervisors that will be used on site, as well as any safety representative or persons responsible for job site safety.

Contractor's Signature

Date

Printed Name of Contractor's Signature



PART 2: STANDING OFFER DESCRIPTION

STANDING OFFER PURPOSE

The Municipality of East Hants ("East Hants") may require, from time to time and on an as-needed basis, the services of a qualified contractor to provide inspection, industrial cleaning, vacuuming, or hydro excavation (the "Services") at locations within the Municipality of East Hants. To this end, East Hants is establishing a Standing Offer list which will feature companies ("Qualified Bidder(s)") that are capable of providing such Services and the Rates associated with such Services.

BACKGROUND

This Standing Offer is primarily for the use of the Infrastructure & Operations department who operate and maintain water and wastewater infrastructure and who have primary responsibility over roads and sidewalks under East Hants' jurisdiction. While other departments are free to use this Standing Offer, they are not obligated to.

East Hants encompasses eleven districts covering areas from Selma to Walton, Walton to Mount Uniacke (and beyond), and Mount Uniacke to Elmsdale / Enfield. East Hants currently does not have water or wastewater infrastructure in areas other than the Corridor (Elmsdale/Enfield/Lantz/Milford/Shubenacadie area), but may occasionally require these Services in areas other than the Corridor. A list of lift stations is included as Exhibit A.

This Standing Offer covers both routine and emergency Services. Routine work will be anything that does not pose significant risk to the municipal system that, in East Hants' sole opinion, can be undertaken the next available work day, during normal working hours, or on the same working day, if urgent. Emergency work is work that may pose a significant risk to the public, environment, or infrastructure and which must, in East Hants' sole opinion, be addressed immediately, day or night. Examples of Emergency work include, but are not limited to, clearing blockages in sewer lines, cleaning manholes, and lift station maintenance.

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 in accordance with this Standing Offer Description and subject to the terms and conditions specified in Part 3.

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 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, nor do they promise any minimum requirements or guarantees of use related to the Standing Offer to any Vendor, Qualified Bidder, or otherwise.

East Hants will not be constrained in any way from contracting similar services from other Vendors when necessary. East Hants, at its sole discretion, may request the Services from other Vendors that suit the circumstances, regardless of whether they appear on the Standing Offer list.

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

SERVICES DESCRIPTION

The Services to be provided by the Qualified Bidder generally fall into the following categories:

- Video Inspection Services
- Vacuuming of Industrial Wastes and Sludge
- Sewer and Lift Station Flushing and Cleaning

High Pressure Washing

Other Services Appropriate to Vacuum and Hydro Excavation Equipment

The Qualified Bidder will supply all materials, labour, and supervision to perform the work necessary for flushing and cleaning sanitary sewer lines, pumping lift stations, and other areas East Hants may identify, and to perform video inspection as and when required by East Hants. To this end:

- The Qualified Bidder will have and maintain sufficient and adequate equipment (vehicle, pumps, tanks, hose, nozzles, compressors, hydrant wrenches and valves for operation of hydrants) in order to efficiently clean the specified areas of debris and obstructions;
- The Qualified Bidder will provide a vacuum tank mounted on a suitable vehicle capable of safely holding debris and water collected from cleaned sewers. The Qualified Bidder will be responsible for disposal of the collected waste at the Lantz Wastewater Treatment Plant. Disposal fees for material being disposed under this Standing Offer will be waived by East Hants; and
- Television equipment shall consist of a self-contained camera and a monitoring unit. The camera shall be small enough to ensure passage through a six-inch diameter sewer, shall be waterproof, and shall have a self-contained, remote controlled lighting system capable of varying the illumination of the interior of the sewer line for inspection and photographic purposes. Picture quality shall be such to produce a picture showing the entire periphery of the pipe. The equipment must be able to supply one (1) DVD copy of the lines inspected, included with the cost of the Service.

Once the Services have started, the Qualified Bidder must ensure that the work is complete and that the site is secure 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 replace covers or install such barriers, 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 shall:

1. Observe, abide by, and comply with all laws, by-laws, orders, directions, rules and regulations of any competent government authority or branch or agency thereof directly or indirectly applicable to the Qualified Bidder, the Services, or the Standing Offer Terms and Conditions;
2. Punctually pay, as they become due, all accounts, expenses, wages, salaries, taxes, levies, rates, fees, contributions and assessments required to be paid by it on any of its undertaking;
3. Co-operate with East Hants and any other contractors providing services within East Hants;
4. At all times promptly respond to requests for Services from East Hants;
5. Perform the Services in a commercially responsible manner, to the satisfaction of East Hants;
6. Provide annual training for staff with respect to safety, use of equipment, the Standing Offer requirements, and processes related to the Services. The Qualified Bidder will provide training records to East Hants upon request; and
7. Provide and maintain at all times sufficient staff, facilities, materials, appropriate equipment, and approved sub-contractual agreements in place and available to it to fully perform the Services.
8. If the nature of the Services requires any special permits or will have an impact on something in the jurisdiction of another agency (such as Nova Scotia Transportation and Infrastructure Renewal - NSTIR), the Qualified Bidder will be responsible for obtaining such permits or approvals that may be required, although the cost for such will be reimbursed by East Hants (receipts required).

Once Services are requested, the Qualified Bidder shall:

1. Determine the likely equipment, materials, and resources required to excavate the affected Infrastructure and begin mobilisation of the equipment based on the urgency indicated by East Hants or based on the description of the issue;
2. Proceed to site and confer with East Hants' representative on site, complete any necessary hazard or other assessments, and provide the required Services;

3. The Qualified Bidder is responsible for the transportation of all required resources and personnel to the site where the Services are being completed.
4. East Hants will compensate the Qualified Bidder for one half (1/2) hour for mobilization such as getting the equipment to site and preparing to complete the services and one half (1/2) hour for demobilization once all work is complete. If the Qualified Bidder can reasonably demonstrate that more time was needed for mobilization or demobilization, such claims will not be unreasonably denied. Mobilization and demobilization includes travel to and from the site.
5. All equipment shall be inspected regularly and maintained in acceptable working order as per applicable safety regulations.

MINIMUM QUALIFICATIONS

Once qualified for the Standing Offer list, the Qualified Bidder must:

- Remain incorporated in accordance with the information they provided in order to become qualified. Changes to incorporation during the Term must be identified to East Hants prior to any subsequent use of the Services. This is to ensure East Hants issues payment to the correct corporate entity;
- Remain in Good Standing with Workers Compensation Board of Nova Scotia (WCBNS) for workplace injury insurance. Valid letters of Good Standing must be provided with each invoice;
- Have and maintain the insurance in accordance with Section 3, Terms and Conditions, and provide new Certificates of Insurance (COI) whenever requested to do so, at minimum when the previous certificate expires, if changing insurance providers, or in the event of material change to the coverage;
- Remain Safety Certified and provide a Certificate of Recognition (COR) from a provider of audit services approved by WCBNS when the previous certificate expires;
- Annually provide a copy of their Commercial Carrier Safety Fitness Rating as issued by the Province of Nova Scotia, if subject to the legislation mandating this Rating;
- Maintain a list the personnel it expects to use, their role or position, evidence of training, qualifications, certificates and licences to complete work. Personnel whose training and qualifications cannot be verified by East Hants may not be permitted to participate in aspects of the work;
- Prior to commencement of any work, Qualified Bidder shall provide their health safety and environment work plan which shall contain, at a minimum, safe work procedures, environmental management process descriptions, emergency preparedness and response, rescue plans, and incident reporting.
- Upon request by East Hants and at least annually, provide training records and copies of applicable certifications. The following is a list of training and certifications which East Hants believe are applicable to these Services:
 - Heavy Equipment Operator certificate
 - Transportation of Dangerous Goods
 - Power line hazards
 - Fall protection
 - Confined space
 - First Aid
 - WHIMIS
 - Other relevant trade certifications (Crane Operator, Hoisting/Rigging)

East Hants will consider the certifications and qualifications of operators as provided by Vendors. Operators must have Heavy Equipment Operator Certificates and any other relevant trade certifications applicable to the equipment they will be operating (Crane Operator, Hoisting/Rigging, TDG).

EXPECTATIONS

East Hants will rely on the expertise of the Qualified Bidder to complete the Services in a safe and professional manner. The Qualified Bidder must:

1. Manage the performance and the conduct at site of both their employees and of any subcontractors that may be employed by the Qualified Bidder. This will include the removal of employees who are disruptive, uncooperative, or unproductive when so identified by East Hants;
2. Provide, monitor and ensure the use of all personal protection equipment;



3. Comply with the requirements of the *Occupational Health and Safety Act, Nova Scotia (Act)* and make sure their employees and subcontractors comply with the Act as well;
4. Provide all necessary safety measures and protection equipment as required by Occupational Health and Safety regulations including but not limited to provisions for confined spaces, fall protection, power line hazards, respirators, safety signage, gates barriers, working near water bodies etc..
5. Follow any direction East Hants may provide respecting working on site (e.g. smoking or waste disposal); and
6. Comply with any applicable legislation or any orders from any municipal, provincial or federal government authority (e.g. Labour and Advanced Education inspector).

Emergency services may be required at any time during the day or night, any day of the week. It is a requirement that the Qualified Bidder maintain the capability to respond to Service calls when requested to by East Hants.

If traffic control is required, East Hants will arrange for these services. The Qualified Bidder will be required to work with the traffic control supplier as necessary to ensure safety on the work site.

The Qualified Bidder must respond to and address emergencies as soon as possible after an occurrence and agrees to prioritise response to East Hants over other clients to the extent it is reasonable and practical to do so.

The Qualified Bidder will be expected to be able to provide Services no later than one business day after a request for Services in a non-emergency situation. Such Services will, at the discretion of East Hants, be scheduled during normal working hours for the Qualified Bidder

The following table outlines the expected response times:

Activity	Location	Description	Response Time (Maximum)
All	All areas	Initial call	Immediate *
All	All areas	Message	15 minutes *
Emergency	Corridor	All types	2 Hours to Site
Emergency	All other areas of East Hants	All types	Mobilization 1 hour, plus Travel
Routine	All areas	Urgent	Same business day
Routine	All areas	Quote Response	Five days or as specified in the Request

* East Hants recognizes that calls can be missed but will exercise its discretion with respect to the severity of an Emergency whether it can wait for a response to a message or move on to the next Qualified Bidder.

East Hants will monitor performance of the Qualified Bidder throughout the Term. Except where there a mitigating circumstances acceptable to East Hants, the following incidents may result in a Qualified Bidder being removed from Standing Offer List:

Activity	Incident	Removal After
All	Failure to answer a call or respond to a message	Cumulative, at East Hants' discretion
All	Declining a call/not available	3 instances in a 3 month period
All	Delayed response (more than thirty minutes)	Depending on the frequency and degree of lateness
All	Poor quality of work	In accordance with Performance clauses
All	Failure to follow safe work practices	1 instance
All	Failure to correct unsafe work practices	1 instance
All	Unable or unwilling to meet the needs of East Hants	Cumulative (East Hants will advise)

USING A STANDING OFFER

As and when such Services are required, East Hants may contact a Qualified Bidder from the Standing Offer list to request the performance of Services under this Standing Offer. 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.

The East Hants representative for these Services is George Michelin, Manager of Water & Wastewater Services. East Hants may, through the representative or their designate, request Services from and supply instructions (either verbal or written) to a Qualified Bidder with respect to the Services to be completed. Designates include:

- Les Parker, Supervisor of Wastewater Operations
- Dwayne Lightle, Supervisor of Drinking Water Operations
- Liam MacPhee, Civil Engineering Technologist

Requesting Services:

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.

East Hants may supply either verbal or written instructions to the Qualified Bidder when requesting Services to be completed. East Hants will provide the following information to the Qualified Bidder when requiring Services or when requesting quotations for Services under the Standing Offer (in no particular order):

- Urgency
- Location of the Services
- Contact information for the person who will be on site (name, phone, email)
- Provide a brief verbal description of the issue or affected infrastructure so the Qualified Bidder can determine what equipment, materials and resources may be needed
- If known by East Hants, the type of equipment needed
- Site conditions or known hazards which might affect mobilization

During the work:

Where practical during the course of the work, the Qualified Bidder must advise the East Hants Representative, or their designate, of the status of the work. If the Qualified Bidder becomes aware of any circumstances that might delay or expand the scope of the Services or that may result in additional costs, they must advise the East Hants' representative before incurring the additional cost or delay.

In such circumstances, the Qualified Bidder must not perform any additional work than what has been already approved (stopping work if necessary), will inform East Hants of the circumstances, and, if requested to by East Hants, proceed to determine the additional costs that would apply if the additional work were to be approved. Only once East Hants and the Qualified Bidder have agreed on a revised scope of work may additional work be completed.

Upon completion of any requested Services, the Qualified Bidder will advise East Hants that the work is complete and East Hants will verify the Services have been completed to our satisfaction. If there are deficiencies, East Hants will advise the Qualified Bidder and the Qualified Bidder will make corrections. Ideally, East Hants will inspect the work before the Qualified Bidder has demobilized from the site; if East Hants has not had the reasonable opportunity to inspect prior to demobilization, the Qualified Bidder will be responsible to re-mobilize to correct any deficiencies at their own expense.

Individual work assignments under this Standing Offer would be assigned as follows:

- For routine requirements that are not urgent, on rotation based on a list of Qualified Bidders that East Hants will maintain.
 - East Hants may choose to reduce the proportion of calls to Qualified Bidders whose Rates are, in East Hants' opinion, higher than is reasonable given the average Rates received; and
 - East Hants may choose to reduce the proportion of calls to Qualified Bidders who do not answer or return messages, in their sole discretion, rather than permanently removing a Qualified Bidder from the Standing Offer list.
- In emergencies, East Hants may contact the Qualified Bidder who, in East Hants' sole opinion:
 - Is the closest to the location of the emergency for which response is required; or
 - Has demonstrated the soonest, most consistent, or most reliable response; or
 - Has the best combination of equipment and personnel to respond to the emergency; or
 - Has demonstrated the best quality when responding; or
 - Has provided the best combination of cost and other attributes to ensure best value for East Hants.

The Qualified Bidder will provide a list of phone numbers which East Hants may call to activate response from the Qualified Bidder at any time during the day or night, seven days per week, including any holiday or observance. In the event that the selected Qualified Bidder cannot be reached at the numbers provided, East Hants may:

- Leave a message for the Qualified Bidder and wait for a response; or
- Try another Qualified Bidder.

The first Qualified Bidder to confirm to East Hants they can mobilize will be awarded the work assignment. East Hants will not, however, be constrained in any way from getting the emergency work completed in a competent manner.

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

RESTRICTIONS THE STANDING OFFER

In the case where a Vendor complies with the mandatory requirements but may not have the equipment, capability, insurance, certifications, or has other restrictions which affect what work they are qualified to do, East Hants may accept the Vendor onto the Standing Offer list with those associated restrictions. For example, East Hants may qualify a Vendor with a limited range of equipment but restrict their activities to only certain planned maintenance or call-outs where no other Qualified Bidder is available.

East Hants may, in their sole discretion, decide to manage the number of bidders it qualifies for the Standing Offer. The default limit is three suppliers; in the case where the default limit has been met, East Hants may choose to increase the limit and continue accepting submissions, close the Standing Offer to new applications until the end of the Term, or close the Standing Offer to new submissions until one or more of the Qualified Vendors is no longer on the Standing Offer List.



PART 3: TERMS & CONDITIONS

GENERAL

The Supplier must take care, in performing the Services, not to inconvenience members of the public.

Should the Supplier find site conditions or other situations which could not have been reasonably expected when completing such Services, the Supplier must inform East Hants immediately and ask for direction on how to proceed. Any request for additional compensation must be approved, in writing, by East Hants prior to such increased cost being incurred.

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.

East Hants reserves the right to use other providers of such Services not included on the Standing Offer list should the circumstances arise.

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.

INVOICES

Invoices must contain such information as East Hants may request pertaining to the Services requested, such as number of hours, volumes of material, locations of work, and any other detail East Hants may specify.

- The Supplier must keep records of each time Services are performed to support their Invoice(s).
- Payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice.
- Payments made by East Hants will not constitute acceptance of work or products that are not in accordance with the requirements of the Supplier's quotation or the terms of this document.
- Unless otherwise specified in writing, the Supplier must submit Invoices monthly to vendors@easthants.ca, or by mail, courier, or hand-delivery to the attention of the Payables Administrator. Invoices must display the Purchase Order number provided.

PERFORMANCE

The Qualified Bidder, if and when providing Services, must comply with the conditions included in Part 2 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. The repeated inability or unavailability to provide Services may be reason for disqualification for the Standing Offer.

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 the Qualified Bidder to re-perform the Services or make any required corrections to the work, at its own expense; or
- If the Qualified Bidder 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 East Hants in any way, East Hants may choose to engage a third party to correct the work. The cost of such action will be deducted from any amounts owing to the Qualified Bidder until the entire amount is offset or, where there is not an amount to offset, the Qualified Bidder must repay any remaining costs back to East Hants in the form of credits of payments already made; and

- If the Services are not being performed to the satisfaction of East Hants, East Hants may remove the Qualified Bidder from the work and engage a third party to complete the remaining Services. In such case, East Hants shall only be responsible for hours and materials used up to the point the Services were taken out of the Qualified Bidders' hands.

INDEMNIFICATION

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.

QUALITY

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

A Qualified Bidder must respond to a request for quotation under this Standing Offer within the period of time specified by the East Hants Representative when such quotation is requested. Except in cases where there is imminent danger, East Hants will try to allow a reasonable amount of time for a Qualified Bidder to investigate the site and prepare their estimate, typically to a maximum of five business days.

In cases where more than one quotation has been requested, East Hants may proceed with the lowest cost quotation immediately once the specified period has elapsed or, in their sole discretion, they may wait until all quotations have been received.

The Qualified Bidder agrees to begin mobilization to provide the Services as soon as possible once they have been authorized to proceed. The Qualified Bidder will confirm to the East Hants representative upon having been approved to proceed as to when they anticipate to start the work, what the schedule will be, and when they expect the Services to be completed.

In an emergency situation, East Hants may request expedited service whereby the Qualified Bidder would be expected to respond as soon as they could be mobilized to do so. In such cases, East Hants may choose to meet the Qualified Bidder on the site prior to the Services commencing to ensure the expectations around the site are understood by everyone.

The Qualified Bidder will provide contact names and telephone numbers which will allow them to contact the Qualified Bidder or their representatives at any time.

EQUIPMENT, MATERIALS & PERSONNEL

The Qualified Bidder is responsible to provide all labor, transportation, containers, tools, and equipment necessary to complete the Services. While it is expected that the Qualified Bidder will be able to provide materials, if any are required, at a price advantageous to East Hants at the mark up specified in their Standing Offer response, East Hants reserves the right to provide materials when it is in their best interests to do so. The Qualified Bidder will be responsible to provide warranty support, where applicable, only for materials they supply.

The Qualified Bidder must keep records each time Services are performed and each instance of use under the Standing Offer must be on a separate line item of the Qualified Bidder's invoice. Records of labour hours, copies of receipts for materials and other such records must be included as back up to the invoice. The records are subject to verification and/or audit by East Hants.

Equipment used to supply the Services 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 that any tools or the equipment used in the Services 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 the use of the tools and equipment, 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 surfaces on which they are being used.

The Qualified Bidder may, by prior arrangement with East Hants, stockpile or store equipment, tools and materials on the site for use in performing the Services. The Qualified Bidder would do so at their own risk and East Hants will not be responsible in any way for lost, stolen or damaged materials, tools or equipment.

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 with each invoice and not less than on a quarterly basis during the term of the Standing Offer.

To be considered "Qualified" for this Standing Offer, a Bidder must, without limiting its obligations or liabilities, maintain Commercial General Liability (CGL) 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 shall carry a Contractor's Pollution Liability Policy, underwritten by an insurer licensed to conduct business in the Province of Nova Scotia for a limit of not less than \$1,000,000.00. Coverage shall include bodily injury, property damage, clean-up and remediation costs.

Such insurance must not contain language excluding coverage in the case of Explosion, Collapse or Underpinning as a result of the Services. The Certificate must clearly state that this is the case.

As a condition of remaining on the Standing Offer, the Qualified Bidder must provide a certificate of insurance from their insurer as proof of such coverage within 5 days of acceptance to the Standing Offer and must provide a new certificate when the policy is changed or expires. 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. Must clearly state that the Services transportation and disposal of sewage, being provided to the Municipality of East Hants at various locations;
- c. The Qualified Bidder's insurance must provide for bodily injury or property damage that may result from the Qualified Bidder's performance of the Services;
- d. Provide for 30 days' written notice of cancellation or material change. The Qualified Bidder must provide a new certificate each time the insurance is renewed; and may allow that

- e. Excess or umbrella insurance may be used to achieve the required insurance limits noted herein.

The Qualified Bidder must have and must maintain automobile insurance in the amount of \$2,000,000 for the duration of the Standing Offer and must provide evidence confirming this coverage.

The Qualified Bidder is responsible to have and to maintain insurance on the equipment, tools and materials used to provide the Services. East Hants will not be responsible in any way for lost, damaged or stolen equipment, tools, or materials.

In the case where the Qualified Bidder will use subcontractors to perform some or all of the Services, the subcontractor must obtain and provide to East Hants a certificate of insurance showing they meet the conditions of this article.

Failure to maintain the required insurance or WCB coverage may be grounds for removal from the Standing Offer.

INSTRUCTIONS

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

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.

CONFIDENTIAL INFORMATION OF EAST HANTS

The Qualified Bidder, its subcontractors, its agents, and/or employees may 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 Qualified Bidder, 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").

The Qualified Bidder agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Qualified Bidders' employees, subcontractors, or agents who have a need to know such information for the purposes of this Standing Offer) unless specifically authorized in writing to do so by East Hants.

The Qualified Bidder 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.

RATES

Applicable Rates as per Appendix C, Standing Offer Form, will apply to this Standing Offer during the Term. The Qualified Bidder will, subject to the conditions specified herein, invoice only for the actual time and materials used performing the services.

The equipment Rates represent all costs related to operating the equipment including, without limitation, overhead and profit, loading and handling, travel time and delivering of the equipment to the site specified by East Hants (unless otherwise identified), unloading, set up time (if required), placement, and any other activities related to preparing to deliver the Services for which the Qualified Bidder expects to be reimbursed. The Qualified Bidder is solely responsible for any costs related to training of operators or the maintenance, fueling, purchase or lease, or

other costs related to the ownership or use of the equipment. The Rate also includes such labour as will be required to operate the equipment in a safe, competent, and professional manner sufficient to complete the services in a timely fashion.

East Hants will reimburse the Qualified Bidder for each full hour of work performed above the minimum for the call up of Services at the Rates specified.

Where the Qualified Bidder works less than a full hour, East Hants will reimburse the Qualified Bidder each part of the hour worked, to the nearest quarter hour, as a percentage of the Rates specified (i.e. 15 minutes = 25% of the Rate).

If more than one piece of equipment is required on site, the time required get the other equipment, mobilize it, and then demobilize it will be considered a continuation of the original call up of Services, not a new call up.

East Hants will only reimburse the Qualified Bidder for such Services, when and if required, at the Rates stated in the Standing Offer. The use of subcontractors and the purchase of materials not covered by the Standing Offer must be approved by East Hants, in writing, prior to use or purchase. No increase in Rates, flat fees or percentage mark-ups will be accepted.

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. Any increase in planned costs must be approved by East Hants prior to such increased costs being incurred.

SAFETY

In order to promote and enhance public safety and efficiency, the Qualified Bidder shall:

- In consultation with East Hants, continually review and re-evaluate the methods which it uses to provide the Services and take into account changing technology, changing economic and environmental conditions, and changing public requirements;
- Advise East Hants if the Qualified Bidder considers that any part of the Services should be altered in a material way, and submit the proposed alteration to East Hants for consideration; and
- Reasonably co-operate with East Hants to accommodate new technology or alternative construction practices.

East Hants and the Qualified Bidder shall share responsibility for safety at the site. Prior to the commencement of any Services, East Hants, with the cooperation of the Qualified Bidder, must:

- Perform a hazard assessment to identify any potential hazards which might result in damage or harm to public property or individuals;
- Remove or mitigate all identified hazards;
- Provide a copy of the hazard assessment to East Hants;
- Post any required warning signs or install any necessary guards or barriers;
- Locate and mark any Municipal or other services such as water, sewer, electrical, communications, etc. East Hants is responsible for any fees associated with location of services; and
- Locate and confirm clearances from nearby structures and overhead obstructions such as power lines.

If the nature of certain Services requires the Qualified Bidder to work in confined spaces or at heights over requiring fall protection, the Qualified Bidder must provide proof satisfactory to East Hants of appropriate training or certification from a recognized authority before such Services are completed. Prior to commencing such work, the Qualified Bidder shall provide all relevant safety certifications to East Hants.

The Qualified Bidder must verify that their employees have and use appropriate personal protective equipment (PPE).

Once the Services have started, the Qualified Bidder must ensure that the work is complete before leaving the site or the area of work unattended. If the Services cannot be completed before the Qualified Bidder must or will leave the site, the Qualified Bidder must, unless approved in writing by East Hants not to do so, reinstall any covers or safety devices removed to access the work, install such barriers, fencing, warning lights or signage necessary to warn of any hazards and take any actions necessary to protect the safety of those who may come into contact with the work, site, or surrounding areas. This may include, but is not limited to, lock-out and tag-out protocols, the installation of temporary fencing, or providing security personnel to secure the site until hazards are removed.

RESPONSIBILITY FOR DAMAGE

The Qualified Bidder shall use due care so that no persons are injured, or no property damaged or lost in providing the Services. The Qualified Bidder shall be solely responsible for all loss, damages, costs, and expenses in respect of any injury to persons, damage of property, or infringement of the rights of others incurred in the performance of the Services or caused in any other manner whatsoever by the Qualified Bidder or its employees. The Qualified Bidder shall rectify any loss or damage for which, in the opinion of East Hants, the Qualified Bidder is responsible, at no charge to, and to the satisfaction of, East Hants. Alternatively, the Municipality may repair the loss or damage and the Qualified Bidder shall pay to East Hants the actual costs of repairing the loss or damage upon demand from East Hants. Where, in the sole opinion of East Hants, it is not practical or desirable to repair the loss or damage, East Hants may estimate the cost of the loss or damage and deduct such estimated amount from the amount owing to the Qualified Bidder.

The Qualified Bidder shall repair and restore to its original condition any structure, material or surface damaged by their operations that was not the subject of the Services. The Qualified Bidder may apply for exclusions from this provision prior to commencing the Services if it is clear that it is not possible to complete the Services without impacting or damaging other areas of the site; East Hants may elect, in approving such exclusions, to either reinstate such areas themselves or by engaging a third party or as an extension to the contract for Services with the Qualified Bidder.

The Qualified Bidder shall be solely responsible for any damage that may occur to their equipment, tools, or materials and for any repairs or maintenance that may be required.

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.

REVOCABILITY & TERM

The Rates provided by a Qualified Bidder may be revoked by the Qualified 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 initial Term of this Standing Offer shall commence upon notification of Qualification and shall end **June 30, 2022**. East Hants may, at its sole discretion, extend the Standing Offer for two additional one year periods to any or all of the Qualified Bidders.

East Hants may qualify additional Vendors during the Term. The Standing Offer may be advertised either occasionally or continually during the Term, at the discretion of East Hants.

EXHIBIT A: LIFT STATIONS

Lift Station - 102 - 105 Highway 2, Enfield	LS#1 - Peter Horne
Lift Station - 40 Sherwood Park, Enfield	LS#2 - Sherwood Park
Lift Station - 20 Old Horne Settlement Road, Enfield	LS#3 - Horne Settlement
Lift Station - 21 Donaldson Avenue, Enfield	LS#4 - Donaldson Avenue
Lift Station - 6A Lock's Road, Enfield	LS#5 - Locks Road
Lift Station - 449A Highway 2, Enfield	LS#6 - Paul Sentners
Lift Station - 453A Highway #2, Enfield (across from Curly's)	LS#7 - Curley's Lift Station
Lift Station - 595 Highway #2, Elmsdale (next to Strip Mall)	LS#8 - Mill Lift Station
Lift Station, 730 Highway 2, Elmsdale (next to Elmsdale FD)	LS#9 - Elmsdale Fire
Lift Station, 104 Highway 214, Elmsdale (Next to Elmsdale Medical Centre)	LS#10 - Elmsdale Road
Lift Station - 81 Pinehill Drive, Elmsdale	LS#10A - Pine Grove
Lift Station - 235 Highway 214, Elmsdale (across from the Old Elmsdale School)	LS#11 - Elmsdale School
Lift Station - 12 Industrial Way, Elmsdale	LS#11A - Industrial Park
Lift Station - 416 Highway 214, Elmsdale (beside Carmine's Day Care)	LS#11B - Carmies Lift Station
Lift Station - 279 Park Road, Elmsdale	LS#11C - Park Road
Lift Station - 849 Highway 2, Elmsdale (across from Elmsdale Legion)	LS#12 - Elmsdale Legion
Lift Station - 984 Highway 2, Lantz	LS#13 - Cemetary Lift
Lift Station - 1070 Highway 2, Lantz (next to Sportsplex)	LS#14 - Sportsplex
Lift Station - 50A Poplar Drive, Lantz	LS#15 - Poplar Drive
Lift station - 21 Paley Road, Lantz	LS#16 - Paley Road
Lift Station - 201 Highway 277, Lantz (Old PW Shed)	LS# 17 - Old Public Works Shed
Lift Station - 1369 Highway 2, Lantz (by Barney Brook)	LS#18 - Barney Brook
Lift Station - 43 Isenor Road, Lantz	LS#19 - Isenor Road
Lift Station - 1457 Highway 2, Lantz (by Ross' Hill)	LS#20 - Ross's Hill
Lift Station - 2402 Highway 2, Milford	LS#21 - Milford Lift Station
Lift Station - 8 Havenwood Drive, Shubenacadie	LS#22 - Haven Road
Lift Station - 2848A Highway 2, Shubenacadie	LS#23 - Maitland Road
Lift Station - 44 Burgess Road, Shubenacadie	LS#24 - Burgess Road