

# Parks, Recreation & Culture

## REQUEST FOR QUOTATIONS

Playground Equipment, Shubie River Park, Shubenacadie  
RFQ50452 - Addendum 2

Release date: April 29, 2022

Quotations will be received up to  
3:00:00 pm local time on Wednesday, May 17, 2022

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
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**EAST HANTS**  
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## BID & CONTRACT SECURITY

### BID SECURITY

In addition to an e-bond, East Hants will accept a Bank Draft for an amount of 10% of the bid value, including Harmonized Sales Tax, as bid security for the competition.

Bid security must be provided before the Quotation Deadline regardless of the form of Security. If providing a Bank Draft, the Draft must be submitted at one of the Payment Kiosks in the Finance Department on the main floor of the Lloyd E. Matheson Building at 15 Commerce Court in Elmsdale, NS, prior to the Deadline being passed. Place the Bank Draft in an envelop labelled “RFQ50452” and “Attention Michael Hatfield”. Request a receipt at the time of submission.

To be clear: only the bid security may be submitted in this manner. The bid packages must still be submitted by electronic upload as stated in the Request for Quotations document.

Bid security provided as a Bank Draft will be cashed and held in a deposit account. Bid security will returned to each unsuccessful Bidder two-to-four weeks after a contract is signed with the successful Bidder.

East Hants may claim bid security from a Bidder in the following circumstances:

- The Bidder refuses or is unable to sign a contract when presented with one; or
- The Bidder provides documents in support of their bid, such as Workers’ Compensation Board of Nova Scotia letter of good standing or insurance certificate, which later prove to be invalid.

### 3.4. CONTRACT SECURITY

*The following changes are hereby made to Clause 3.4:*

Contract security is required for this project. East Hants will accept either:

- A digital performance bond produced by a reputable e-bond provider in the amount of 10% of the contract value including HST. East Hants reserves the right to verify bonds and to take any action, including termination of the contract, if the bond is found to be invalid.
- A Bank Draft in the amount of 10% of the Contract Value including HST. For practical purposes, the Bank Draft provided as Bid Security may also serve as Contract Security provided the final contract value is equal to or less than the bid price.

In the event that the supplier is adjudged bankrupt or, for any other reason, demonstrates that, in East Hants’ sole opinion, that it is unable or unwilling to complete the work, East Hants may, by providing seven days’ notice in writing (including by email), proceed to claim the contract security. Claiming the security 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.

### 3.6. TERMINATION

*The following changes are hereby made to Clause 3.6:*

In the event that a Receiver is appointed to manage the affairs of the Contractor, East Hants reserves the right to enter into a contract with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Contractor.

END OF ADDENDUM

