

# Parks, Recreation & Culture

## REQUEST FOR QUOTATIONS

Playground Equipment, Shubie River Park, Shubenacadie  
RFQ50452

Release date: April 8, 2022

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

Contact: Michael Hatfield  
Procurement Officer  
Municipality of East Hants  
Telephone: 902-883-6232  
Email: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)



**EAST HANTS**  
We live it!

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# 1. INSTRUCTIONS TO BIDDERS

## 1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants ("East Hants") wishes to install playground equipment suitable for the age groups of 18 months to 5 years and 5 years to 12 years at a location within the Municipality and in accordance with the Statement of Requirements in Section 2.
- 1.1.2. East Hants has a maximum budget of \$150,000.00 plus Harmonized Sales Tax for this project and wishes to get the best value possible for this installation within that maximum amount. To this end, East Hants is seeking competitive proposals from the marketplace to identify a Contractor to design and build this playground (the "Services").

## 1.2. DEFINITIONS

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** Bidder whose Quotation is selected for award.
- 1.2.3. **Vendor:** registered business capable of supplying the requested Goods or Services
- 1.2.4. **Independent Contractor:** a Bidder, successful or otherwise, or a Vendor, as defined in this RFQ, is considered to be an Independent Contractor, not an employee of East Hants.

## 1.3. QUOTATION DEADLINE & SUBMISSION REQUIREMENTS

- 1.3.1. Quotations will be received up to 3:00:00 pm local time on **May 3, 2022** by upload only using the East Hants online procurement application.
- 1.3.2. The Bidder is responsible for uploading and submitting all documents by closing time. The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder's failure to submit documents by closing time for any reason.
- 1.3.3. Remember to sign the bid form. Electronic signatures are acceptable.
- 1.3.4. Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

## 1.4. INQUIRIES

- 1.4.1. 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)
- 1.4.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.4.3. Inquiries and questions will be accepted up until **11:00 am** local Nova Scotia time on **April 27, 2022**.
- 1.4.4. 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.

#### **1.5. WITHDRAWING OR MODIFYING A BID**

- 1.5.1. Quotations can only be withdrawn by contacting Michael Hatfield by phone at 902-883-6232 or by email at [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca). The Bidder must provide the unique identifying number they received when submitting the Quotation in order to withdraw the bid.
- 1.5.2. Once a Quotation has been submitted, it cannot be modified. The Bidder must submit a new Quotation and then contact East Hants as above to withdraw the Quotation which is no longer valid.
- 1.5.3. The request to withdraw a Quotation may occur at any time, but certain competitions may contain bid security or other requirements which may impact a Bidder's legal responsibilities once the competition has closed, so withdrawal of a Quotation, where possible, should occur prior to closing.
- 1.5.4. New or replacement Quotations must be submitted before the Competition Deadline.

#### **1.6. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE)**

- 1.6.1. This document and Request for Quotation process does not constitute a call for Tenders. This RFQ process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.6.2. This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.3. All Quotations become the property of East Hants once submitted.
- 1.6.4. Late Quotations will be rejected and will be returned unopened. Incomplete Quotations may be rejected.
- 1.6.5. Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.6.6. 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.
- 1.6.7. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Quotations. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 1.6.8. 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;
  - choose not to accept the lowest bid price;



- alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 1.6.9. Without limiting the preceding in any way, East Hants may accept any Quotation or any portion of any Quotation. East Hants reserves the right to reject any Quotation that, in its sole discretion, is not in the best interests of East Hants.
  - 1.6.10. 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 compliant with the instructions in the Request for Quotations document.
  - 1.6.11. East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
  - 1.6.12. East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
  - 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Quotations.
  - 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
  - 1.6.15. Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.
  - 1.6.16. 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. Insurance requirements, if any, should be reviewed by the Bidder's insurer.
  - 1.6.17. 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 Bidder.
  - 1.6.18. Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this RFQ and any RFQ which features a subcontractor who is disqualified from bidding may also be rejected.
  - 1.6.19. 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 discuss the subject matter of a competition with any East Hants' staff member, Councilor, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Bidder extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
  - 1.6.20. Bidders must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award. East Hants may disqualify a Bidder, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Quotation has engaged in any conduct prohibited by this RFQ.
  - 1.6.21. Bidders shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the

part of the Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.

- 1.6.22. Bidders are advised that no commitment to purchase Goods or Services shall exist until the successful Bidder is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. The procurement of Services, if any, resulting from this RFQ will require a written agreement between the parties. Unless otherwise agreed to in writing by East Hants, the terms and conditions of the attached sample agreement shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in Bidders' Quotations. In the absence of such objections, East Hants will assume that the Bidder accepts such terms. The extent to which a Bidder accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Quotations. Any Quotation may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 1.6.24. 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 Vendors and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.
- 1.6.25. 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. In addition, the Bidder confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- 1.6.26. Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.

## 1.7. QUOTATION OPENINGS

- 1.7.1. There will be no public opening. Bidders may be advised of their status in the RFQ once a determination has been made.

## 1.8. QUOTATION VALIDITY

- 1.8.1. Quotations should remain firm for a period of thirty (30) days from the Quotation Deadline or such additional time as may be mutually agreed upon in writing.

## 1.9. PRICE

- 1.9.1. The Prices provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).



- 1.9.2. Unless otherwise specified herein, the Prices submitted by the Bidder for the Services must be the total cost to provide the Services, including playground equipment, materials, and consumables. The Prices must represent all costs related to delivering the Services, including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time, placement, supplies and materials, training (where specified), demobilization, and any other such costs. The Prices, where applicable, must 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.

#### 1.10. QUOTATION REQUIREMENTS

- 1.10.1. The Services required are described in Section 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 or after sales services it expects from a Vendor.
- 1.10.2. Bid and Contract Security will be required for this project. Submit Bid Security and agreement to provide Contract Security (agreement to Bond, provided by your bond provider) with your response. Bid Security will be in the minimum amount of ten percent (10%) of Total Price in the form of a digital e-bond produced by a reputable e-bond provider. East Hants reserves the right to verify bonds and to take any action, including rejection of the bid, if the bond is found to be invalid.
- 1.10.3. Bidders must provide realistic cost and level of effort figures as part of their Quotation.
- 1.10.4. The Bidder must include in their quotation. Remember these details are important to your success in this competition:
- 1.10.1.1. A clear description of the equipment and materials they will supply and install (including manufacturer, manufacturer's part numbers, quantities, and product information). In particular:
    - Describe the hangers which will be used for the swings, including their life expectancy and any maintenance they will require.
    - Provide a datasheet for the benches proposed as part of the design.
  - 1.10.1.2. A brief description of how they will maintain safety and security on the site during construction.
  - 1.10.1.3. A summary of how they will ensure the final product conforms to applicable standards and guidelines.
  - 1.10.1.4. An overview of schedule, including material lead-time, expected start date on site, staging of the work, and expected completion relative to the start date.
  - 1.10.1.5. A brief discussion of the theme they have chosen and why.
  - 1.10.1.6. A summary table that shows the product number, manufacturer, description, and the applicable warranty period. East Hants understands that the terms for manufacturers' Warranty will vary. Ideally, we prefer warranties that are valid for a minimum of 15 years but will consider all warranty terms.
    - Summarize the warranty (if any) provided by the installer; and
    - Summarize any factors which will limit an applicable warranty.
  - 1.10.1.7. Examples and references that describe their experience in supplying and installing play equipment. Such examples must show pictures of existing installations where the budget is similar to that which East Hants has provided and references whom East Hants can contact, at their discretion, for each example.
  - 1.10.1.8. Any other information the Bidder wishes East Hants to know.





**1.11. QUOTATION EVALUATION**

- 1.11.1. If a Proponent wishes to provide more than one option for this project, they must submit each option as a separate Quotation. Each Quotation must be complete and submitted as a separate submission from any others (e.g. you will receive a unique identification number for each submission). East Hants will evaluate each Quotation on its own merits.
- 1.11.2. East Hants will review each compliant Quotation and assign it points up to the maximum number of points available for each criterion. The points will be assigned based on the information provided by the Bidder, East Hants' understanding of the information submitted by the Bidder, East Hants' understanding of its needs, and, in East Hants' sole opinion, how well the Quotation addresses those needs.
- 1.11.3. In determining best value, East Hants may consider any part of the Bidders Quotation, including all attachments, omissions and submissions, as well as any references or past experience East Hants may have with the Bidder in similar circumstances.
- 1.11.4. Price will be evaluated using the following formula.
- (Lowest Price > divided by Bidder's Price) multiplied by the Available Points
- 1.11.5. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may be selected for award. In the case of a tie, East Hants may use any method it chooses to determine award, including chance.

Criteria	Available Points
<b>Proposal Document</b>	
Playground Equipment ( <i>materials, features, fun, quality, warranty, theme or intent</i> )	/60
Installation and Schedule ( <i>installation plan, schedule, safety and site security</i> )	/20
Examples ( <i>representative of the budget, show quality and consideration, demonstrate fun</i> )	/10
<b>Sub-Total</b>	<b>/90</b>
Price	/10
<b>Total</b>	<b>/100</b>

- 1.11.6. East Hants may make calculations based on the information provided by the Bidder to help determine total cost of ownership or similar metrics and they may use such calculations in determining best value.
- 1.11.7. Award is subject to approval by Council or the CAO. Over budget proposals will not be considered; concerns about budget must be addressed in the period for Inquiries.

## 2. STATEMENT OF REQUIREMENTS

### 2.1. GENERAL

- 2.1.1. The Municipality of East Hants requires the services of a qualified firm (the “Contractor”) to supply and install playground equipment (the “Services”) at the following Location, in the area delineated by red lines Exhibit 1:  
  
2848 HWY 2 Shubenacadie
- 2.1.2. The playground equipment will be directed toward children between 18 months and 5 years and those between 5 and 12 years of age. The playground equipment is therefore to include many appropriate sensory and ground components; inclusive play is important in this location.
- 2.1.3. The approximate size of the playground area is approximately 10,000 square feet, as depicted in Exhibit 1. The protective surface is to be engineered wood fiber over filter fabric, surrounded by an earth berm containment. The Contractor must provide materials to construct their berm.
  - 2.1.3.1. The minimum berm slope, sub-base, and minimum drainage requirements are described in Exhibit 2. The drainage pipe will empty onto a suitable location on the property determined in cooperation with East Hants.
  - 2.1.3.2. The berms are to be constructed to hold the wood fiber, not as a pit. The drainage rock and discharge pipe should be above original ground level, unless the contractor can extend the discharge pipe to the French Drain with a minimum of 20 cm of coverage. All wood fiber should be at or above original ground elevation. This is due to the high water table; a pit excavation is **not** acceptable for this location.
  - 2.1.3.3. Contractor is only required to landscape the berms (footprint of the playground), all area outside of that will be completed by others.
  - 2.1.3.4. The old playground has been removed, although that is not shown in the picture. East Hants cannot confirm if all footings have been removed. The Contractor would be responsible to remove and dispose of footings, if any remain.
  - 2.1.3.5. The area is to be landscaped so that water generally runs away from the play structure and toward the French Drain.
  - 2.1.3.6. Engineered wood fiber must be installed in accordance with manufacturer’s specification with the underside of the wood fiber at existing ground level or higher. IPEMA certificate required for the wood fiber. WoodCarpet (Tuffmats are not required) from Zeagar Bros, Inc. (Exhibit 3) is used as the basis of design but East Hants will consider alternatives where:
    - 2.1.3.6.1. The product is of equal specification, acceptable to East Hants;
    - 2.1.3.6.2. There is a comparable warranty (minimum 15-year warranty); and
    - 2.1.3.6.3. The manufacturer has supplemental materials available from stock within Nova Scotia.
- 2.1.4. Any disturbed areas are to be seeded and covered with hay or straw (topsoil if required).
- 2.1.5. East Hants does not believe a natural playground is suited to this location but will consider hybrid systems with natural elements.
- 2.1.6. East Hants requires that three swing bays, one containing two baby swings (belted toddler), one containing two regular swings appropriate to the remaining age groups, and one bay for an inclusive swing, be included in the design. If the inclusive swing allows another belt swing in accordance with CSA Z614:20, the third belt swing is to be included.

- 2.1.6.1. The swing bays do not have to be connected but can be.
- 2.1.6.2. Swing hangers must have bearings, bushings or other means of reducing friction acceptable to East Hants.
- 2.1.7. East Hants are open to any configuration of equipment but want to maximize the number and quality of elements available on the finished playground. East Hants would enjoy a water/river theme but it is not a requirement and we are free to prefer any other theme that may be presented.
- 2.1.8. Accessibility is important on this structure and ramps and platforms should provide access to a significant portion of the play structure for individuals with mobility issues.
  - 2.1.8.1. East Hants would like to see some sensory and ground components suitable to children with mobility and cognitive issues; inclusive play is important in this location.
  - 2.1.8.2. East Hants prefers equipment that requires minimal maintenance and cautions proponents to avoid elements which require batteries.
- 2.1.8. Footing for playground equipment to be “sled System” footings and subject to the following:
  - 2.1.8.1. A layout drawing showing the footing shall be provided for East Hants Representative for review prior to installation. Layout of all equipment is subject to review and approval of the East Hants Representative. East Hants will consider both bolted and welded systems.
  - 2.1.8.2. All sled systems using welded joints must have a minimum of 80% of each post sitting directly on the skid and be secured with a continuous bead of weld around 80% of the circumference of the posts. Skids containing joints must be continuously welded along entire joint.
  - 2.1.8.3. All sled system components, including welded joints if applicable, must be primed.
  - 2.1.8.4. Provide for drainage to release of any moisture which may collect inside hollow posts.
  - 2.1.8.5. Swings shall be placed in concrete footings or embedded in rock, as appropriate to the site; sled system is not acceptable for swings.
  - 2.1.8.6. Any posts accommodating decks which are greater than 5’11” in height and not connected to the ground with a minimum of 3 elements, must be placed in concrete. Provide one 3/8” drainage hole at 1” from post bottom to release of any moisture which may collect inside hollow posts.
- 2.1.9. At least two new benches must be included in the playground, installed in accordance with the manufacturer’s recommendation and in such a way as to prevent theft. The bench may be installed inside or outside the protective surfacing zone depending on the Contractor’s design preference.
- 2.1.10. The scope of the Services includes all of the work necessary to make a complete job of supplying and installing the playground equipment at the location specified. The equipment must be installed to meet any applicable standards, at minimum ASTM-1487-07, the CPSC Handbook for Public Playground Safety (325), CSA-Z614-20 and, where applicable, components must be IPEMA certified.
- 2.1.11. Only new equipment and materials may be supplied.
  - 2.1.11.1. The Contractor must carefully examine all components before assembly to ensure there are no defects or damage and must replace any components which are defective or damaged.
  - 2.1.11.2. All playground equipment must meet CSA standards and the Contractor must provide IPEMA or other third-party certification that the equipment meets CAN/CSA Z-614-20. Where IPEMA or other third-party certification is not available, the manufacturer must provide a certification letter confirming the product supplied meets the CSA standard and which is signed by a licensed engineer; acceptance of such equipment will be at the sole discretion of East Hants.

- 2.1.12. The Contractor is responsible for all aspects of the supply and installation of equipment and materials related to this project. The Contractor will be responsible for all transportation matters, including, without limitation, delivery, offloading, storage, customs clearance and payment of taxes and duty, unpacking, and waste disposal.

**2.2. Project Schedule**

- 2.2.1. The intent is to have the Contractor commence installation as soon as possible.
- 2.2.2. The Contractor is to complete all Services by September 20, 2022 and otherwise comply with the Schedule presented in their installation plan.

**2.3. Material Declarations**

- 2.3.1. Picture provided in Exhibit 1 is supplied for reference only.
- 2.3.2. All construction waste and debris must be disposed of at the Waste Management Centre (WMC) located in Georgefield, NS.
- Tipping fees for this waste, when properly identified at weigh in, will be waived; and
  - The Contractor is responsible to separate materials for disposal and to dispose of the waste in the appropriate disposal location at the WMC.

**2.4. East Hants Representative**

- 2.4.1. The East Hants Representative for these Services is Evan MacDougall, Manager of Parks Development and Operations. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.



### 3. TERMS AND CONDITIONS

The following terms and conditions will apply to the performance of the Services, regardless of the method used to contract the Services.

#### 3.1. PERFORMANCE

The primary measure of performance will be that the equipment and the site, once the equipment is fully installed, meets or exceeds the applicable standards. The Contractor will supply an inspection report, completed and signed by a Canadian Playground Safety Institute (CPSI) playground inspector or installer verifying the completed structures and site conform to the requirements.

East Hants will inspect the completed playground installation prior to full payment to determine if, in their sole opinion, the completed the installation fulfills the design requirements specified in the Contractor's plans. The Contractor will be required to make any changes so that the installation meets the standards or fulfills the design.

The second measure of performance will be how the equipment and site look once installation is fully completed. East Hants expects the equipment and site works, regardless of the requirements of the standards, to be sturdy, safe, of good quality, fun, and suitable to the purpose. Equipment or site works defects will need to be corrected once identified by East Hants. The finished product must look new, must be reasonably level and straight (unless the design otherwise requires) and must be assembled properly.

The third measure of performance will be durability. The Contractor must select products and perform the Services in such a way to:

- Provide a durable product that will stand up to use by the age group(s) specified;
- That will not wear or degrade to create an unsafe condition; and
- That will remain operational when used by the specified age group in the specified environment for a number of years. This would be represented by the warranty provided by the manufacturer and any additional warranty offered by the installer and specified herein.

To this end, the Contractor will provide a minimum of one year warranty on workmanship and materials, in addition to any component warranties provided by the manufacturers of the components or by the Contractor. The Contractor shall supply East Hants with any information they will need to be able to enforce a manufacturer's warranty.

East Hants expects that any Contractor capable to perform the Services will perform them to a very high standard of quality and safety. East Hants will monitor performance and work with the Contractor to help the Contractor meet or exceed East Hants' expectations. Where the performance of a Service is not satisfactory to East Hants, the Contractor may be required to repair or re-perform the Services (or part thereof) to the satisfaction of East Hants, at no additional cost, before payment is made.

The Contractor must provide a schedule of when they expect to complete the Services for approval by East Hants.

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

- require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense; or
- 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 Services. 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 an amount to offset, the Contractor 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 Contractor from the Services 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 Contractors' hands.

Unsatisfactory performance may result in the termination of the agreement.

### **3.2. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the Municipality of East Hants, its officers, members of municipal council, employees and volunteers from and against any liabilities, claims, expenses, demands, loss, cost, damages, actions, suits or other proceedings made, sustained, brought, prosecuted or threatened to 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 Contractor, its officers, employees, students, agents, volunteers or those for whom you are responsible arising out of this Agreement.

### **3.3. INSURANCE**

The Contractor shall, without limiting its obligations or liabilities, have and maintain throughout the duration of the agreement, the following insurance in order to remain in compliance with the terms of this agreement:

- 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, but not be limited to the following clauses: 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. In addition:
  - The property damage and/or bodily injury deductible for such insurance must be stated on the Certificate of Insurance
  - Such insurance shall have a general aggregate of not less than \$2,000,000.
  - Such insurance shall contain both cross-liability and severability of interest clauses.

Automobile insurance with a minimum limit of \$2,000,000.

- The property damage and/or bodily injury deductible, if applicable, must not be more than \$1,000 per occurrence.
- Insurance on the equipment and materials used to complete the Services, if any. East Hants will not be responsible in any way for lost, damaged or stolen equipment however or by whomever caused.

The Contractor shall provide a Certificate of Insurance evidencing all insurances required in this agreement in a form acceptable to East Hants.

- The Certificate must list the competition number and the description of the Services being performed under the agreement.
- The Contractor must provide a new certificate each time the insurance is renewed, preferably 10 days before the expiry of the insurance.
- The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured.



- The Certificate must provide for 30 days' written notice of cancellation or material change. Any changes to coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

The Contractor shall be entirely responsible for the materials, supplies and equipment used to complete the Services until East Hants accepts the Services or work product, in writing. East Hants will not be responsible, in any way, for lost, stolen or damaged materials, supplies, equipment, or completed, but not yet accepted, Services or work product.

In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this Agreement.

### **3.4. CONTRACT SECURITY**

Contract security is required for this project. East Hants will only accept digital bonds produced by a reputable e-bond provider. 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.

### **3.5. HOLDBACK**

Each invoice submitted by the Contractor shall be subject to a 10% holdback in accordance with the *Builders' Lien Act* of Nova Scotia. Holdback will be released for payment after substantial performance has been achieved and payment will correspond with East Hants typical payment cycle.

### **3.6. TERMINATION**

In addition to any other clauses within the Agreement with respect to termination and without limiting the foregoing, East Hants may terminate the Services of a Contractor if the Services are not, in East Hants' sole opinion, satisfactory. For greater clarity, East Hants may terminate a Contractor when:

- There have been significant or repeated delays in completing the Services which East Hants can document and which have exceeded three instances during the term of the agreement for Services; or
- Where the Services have not been performed according the schedule provided by the Contractor; or
- The quality of the Service is not to East Hants' satisfaction and, upon this being identified, the Contractor either cannot or does not improve the Service level in the next subsequent performance of the Services or cannot or will not re-perform the Service if so directed; and
- East Hants has made reasonable efforts to communicate its needs to the Contractor and has provided clear direction on its standards of quality as evidenced herein.

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

Should there be site conditions or other unexpected situations which are found by the Contractor during the Term, the Contractor 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, in writing, by East Hants prior to such increased costs being incurred. If East Hants issues instructions which may affect the scope of the Services and may result in an increase to cost, the Contractor must advise East Hants and wait for approval from East Hants before proceeding.



### **3.7. SAFETY**

Prior to the commencement of any Services and any time the conditions or the scope of the Services may change, the Contractor, with the cooperation of East Hants where necessary, must:

- Perform a hazard assessment and provide East Hants with a copy;
- Have a plan for addressing all known hazards and provide East Hants with a copy;
- 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. that may be affected by the Services as identified in the hazard assessment. East Hants is responsible for any fees associated with location of services;
- Locate and confirm clearances from nearby structures and overhead obstructions; and
- Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.

The Contractor must take reasonable precautions in completing the Services, including, without limitation, the use of appropriate personal protective equipment (PPE) and high visibility clothing by them and their staff. The Contractor is responsible for traffic control, if so required to complete the Services safely.

The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses, if any, are up to date, the availability and use of personal protective equipment, manage behaviour, and to monitor and enforce safe work practices.

### **3.8. RESPONSIBILITY FOR DAMAGE**

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

### **3.9. CONFIDENTIALITY**

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

### **3.10. COMPLIANCE**

The Contractor shall comply with all applicable Federal, Provincial and Municipal regulations and other authorities having jurisdiction.





## APPENDIX A - QUOTATION FORM

### 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. The Proponent will supply and install the Playground Equipment as described in their proposal for the following lump sum Prices.

Description	Lump Sum Price
Supply and Install Playground Equipment as Described in RFQ	
<b>Total Price, exclusive of Harmonized Sale Tax (HST)</b>	

Price shown will be before Harmonized Sales Tax (HST) is applied.



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 Bidders Quotation.
- 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 hereby agrees to supply the Services described in Section 2 at the costs indicated in their Quotation Form.

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

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

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

\_\_\_\_\_  
Date



## APPENDIX B - SAFETY QUESTIONNAIRE

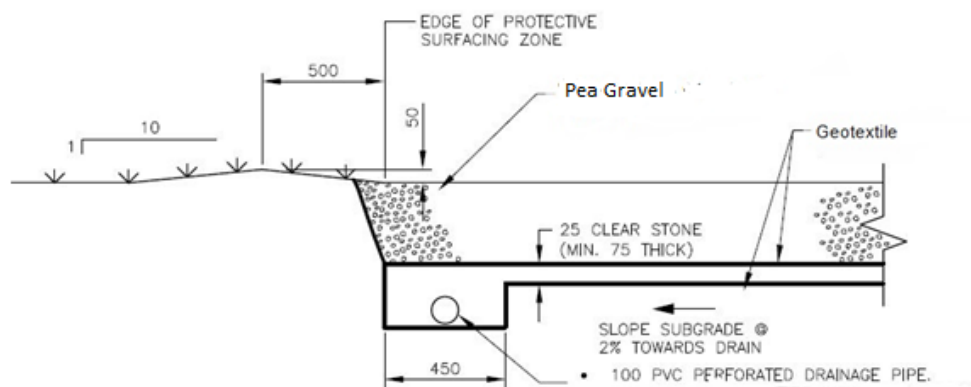
Included as a separate document.



EXHIBIT 1:



EXHIBIT 2:



## EXHIBIT 3: ZEAGER BROS

Included as a separate document



## EXHIBIT 4: SEGMENT FROM PLAYGROUND DEVELOPMENT STRATEGY

Included as a separate document

