

INFRASTRUCTURE & OPERATIONS

REQUEST FOR PROPOSALS

Curbside Collection 2023
RFP50458

Release date: March 9th, 2022

Proposals will be received up to
3:00:00 pm local Nova Scotia time on Tuesday, April 5th,
2022



EAST HANTS
We live it!

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902-8836232
Email: mhatfield@easthants.ca

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Municipality of East Hants (“East Hants”) to prospective proponents to submit proposals for the provision of **Curbside Collection of Solid Waste in the Municipality of East Hants**, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

The intent is to establish a single contractor to collect garbage, recyclables, and organics from curbside at least every two weeks (the “Services”). In addition, this contractor would be responsible to support our curbside collection education efforts (“Education”) and provide Green Cart repair and distribution services (“Cart Services”). Except as specified for Cart Services, this contractor would provide all materials, equipment and labour necessary to complete the Services.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902- 883-6232
Email: mhatfield@easthants.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of East Hants, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with East Hants for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix F) are to form the basis for commencing negotiations between East Hants and the selected proponent. It is East Hants’ intention to enter into an agreement with only one legal entity. The term of the agreement is to be for a period of five years with two possible extensions of one year each.



1.4 RFP Timetable

Site Visit / Pre-Bid Meeting	March 16, 2022 (Zoom)
Deadline for Questions	March 29, 2022 at 3:00:00PM
Deadline for Issuing Addenda	April 1, 2022
Submission Deadline	April 5, 2022 at 3:00:00PM
Rectification Period	Ends April 8, 2022 at 3:00:00PM
Anticipated Ranking of Proponents	April 2022
Internal Verification Process (Council)	Through April
Award	May 2, 2022
Contract Negotiation Period	5 Business Days
Anticipated Execution of Agreement	May 15, 2022
Agreement Effective Date	April 1, 2023

All times are local Nova Scotia time. The RFP timetable may be changed by East Hants at any time.

A briefing will be provided to prospective proponents at the following location and time:

Date: March 16, 2022

Location: Zoom Link to be sent to registered participants only

Proponents who do not attend the site meeting will not be precluded from submitting a proposal, however attendance is highly recommended.

Prospective proponents planning to attend the meeting are to register by emailing the following information to the Procurement Officer, Michael Hatfield (mhatfield@easthants.ca), no later than 2:00 PM on March 15, 2022:

- Attendee's full name;
- Job title; and
- Company name

The briefing may be cancelled if the Procurement Officer does not receive confirmation to attend by any prospective proponents by the deadline specified above.

1.5 Submission of Proposals

1.5.1 Proposal Submission

Proposals will be received up to 3:00:00 pm local Nova Scotia time on **April 5, 2022** by upload only using the East Hants online procurement application.

The proponent is responsible for uploading and submitting all documents by closing time. The proponent should account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and proponent releases East Hants from, any damage or loss of any kind whatsoever related to proponent's failure to submit documents by closing time for any reason.

Remember to sign the proposal form. Electronic signatures are acceptable.

Prior to submitting their proposal, proponents should review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

If a proponent wishes more than one proposal, they must upload each proposal separately in accordance with this section. Each proposal should be complete and should not rely on documents in another proposal for consideration.

Proposals must be submitted before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted.

1.5.2 Proposals to be Submitted in Prescribed Format

Proponents should submit their proposal in Portable Document Format (PDF), submitted as described. If there are multiple documents submitted, the proponent should label them in such a way that it is clear the order in which they wished to present them. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.3 Modification and Withdrawal of Proposals

Once a proposal has been submitted, it cannot be modified. In the event the proponent discovers errors or other changes they would like to make to their proposal they may submit a new Proposal in accordance with the proposal Submission section and then contact East Hants to withdraw the proposal which is no longer valid. Only proposals submitted before the Submission Deadline will be considered

Proponents wishing to Withdraw a proposal are to contact Michael Hatfield by email at mhatfield@easthants.ca. The proponent must provide the unique identifying number they received when submitting the proposal in order to Withdraw the proposal. East Hants will not be responsible if a proponent provides the wrong unique identifying number when withdrawing a proposal.

[End of Part 1]



PART 2 - EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

East Hants will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form. This form must be submitted in a separate PDF document marked "RFP50458 - Pricing Form". Such pricing information may not appear elsewhere in the proposal and East Hants will refrain from opening the file until after the Mandatory Submissions have been satisfied and the proposals have been evaluated.

2.2.3 Other Mandatory Submission Requirements

The proponent must also submit with their proposal the following:

- Completed Appendix A, Operational Questionnaire
- Completed Appendix E, Safety Questionnaire
- Evidence the business is registered to operate from the jurisdiction in which it is registered. In the case of Nova Scotia companies, a print off of their profile on the Registry of Joint Stocks is sufficient provided the registration is current.
- Pricing proposal (separate PDF)
- A letter from a duly licensed Surety Company confirming that, in the event of award, they will provide a Performance Bond as specified in the sample agreement. Note that while surety is a requirement during the entire Term of the agreement, East Hants understands that Surety Companies may only provide a guarantee of Surety for the initial two or three years at the proposal stage, which is acceptable.

2.3 Stage II - Evaluation

Stage II will consist of the following three sub-stages:

2.3.1 Mandatory Technical Requirements

East Hants will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of East Hants as to whether a

proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

East Hants will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D). Only proposals which score the minimum number of points will be considered further.

Due to the detailed nature of the submission, the evaluation team may have to meet to discuss certain aspects of the proponent's proposal in order to sufficiently understand and evaluate the proposal. East Hants may determine that certain criterion will benefit from a consensus approach to scoring based on the nature of the proposals they receive.

East Hants may have questions with respect to individual proposals and they may ask them. The proponent has discretion as to whether they answer such questions or not.

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price, including the opening of the Price document, will be undertaken only after the evaluation of mandatory requirements and rated criteria has been completed and only for proponents who have satisfied the Mandatory Submission Requirements, the Mandatory Technical Requirements, and that have scored the minimum points on the rated criteria.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the remaining proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with East Hants. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix F) are to form the basis for commencing negotiations between East Hants and the selected proponent. Negotiations may include requests by East Hants for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants may discontinue negotiations with the top-ranked proponent and may invite the next-

best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until East Hants elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]



PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

East Hants and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

Proponents should note that procurements falling within the scope of the Canada Free Trade Agreement and/or other applicable trade agreements are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.



3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If East Hants determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, East Hants may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent

procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of East Hants in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, threats, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of East Hants; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

All information provided by or obtained from East Hants in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

Proponents 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 RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A - OPERATIONAL QUESTIONNAIRE

In addition to the formal proposal proponents are to submit, East Hants has specific operation questions it would like answered. Please complete the following and include with your proposal.

You may submit your answers on a separate sheet provided you cross-reference the question number to the answer you are providing.

Operations:

EXPERIENCE

- 1 Describe your company's experience in the collection of Solid Waste or comparable field over the last five years in the format below:

Description of Services	Customer Name and Location	When?	
		Start Date	Finish Date

FLEET MANAGEMENT

- 2 Describe how your equipment is cleaned and maintained, including the frequency of cleaning, the preventative maintenance schedule and what maintenance is typically done. Appearance, cleanliness, and reliability of fleet are important attributes the proponent should demonstrate in their response.

- 3 Describe your contingency plan in case of equipment breakdown? Uptime and reliability to perform the Services are important attributes the proponent should demonstrate in their response.



- 4 Are specific safety routines performed at the dispatch locations? At the Collection Points? At the destination when unloading? Provide a general summary here. If there are specific protocols, include an electronic copy with your proposal.

PERSONNEL

- 5 Having someone to call when there are operational constraints, weather events, problems, or issues with performance is important to East Hants. While we recognize that proponents may not have all of their staff in place prior to an award of this contract, we hope they will have identified a primary point of contact/probable route supervisors to oversee this contract. Tell us about this person or, if you have not nominated a specific individual, talk about the skills, attributes, experience, training, and qualifications this person must have in order to be assigned this contract.

- 6 Discuss staffing for this contract. East Hants recognize this is a difficult time to find or retain staff, so how will you obtain new staff or retain existing staff in order to perform this contract? Provide an overview of your staffing plan in order to meet the starting date of the contract.



- 7 Describe your operational environment. How do you dispatch and manage equipment? How do you stay in touch with drivers? Who performs your customer service and where are they located? Include any information you believe would be relevant to our understanding of what our customer experience would be.

- 8 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. If customer service hours are different than hours in which collection can take place, please distinguish between the two.

- 9 If you plan to use sub-contractors to deliver some or all of the Services, including contingency for breakdown, please complete a questionnaire for each sub-contractor. Be sure to provide a description of how sub-contractors will be used in your operations. Note that East Hants requires a single point of contact for customer service with respect to these Services regardless of who will be performing them. The successful proponent will be responsible to manage the performance of all sub-contractors and will remain responsible to ensure the Services are performed regardless of how they choose the sub-contract any aspect of the Services.

- 10 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. If this is not available for formal submission of the proposal, it can be submitted during the Rectification Period.



- 11 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.)?



- 12 What is/are your definition(s) of unacceptable Motor Vehicle Abstracts? What are your rules or regulations pertaining to potentially unacceptable Motor Vehicle Abstracts or behaviours which might disqualify an operator from driving a vehicle in your fleet? If applicable, do you require sub-contractors follow similar procedures?

Note: East Hants will not accept drivers for this work who have alcohol-related convictions and revocations within the last five years.



APPENDIX B - SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

7. Conflict of Interest

The proponent has reviewed the definition of the term “Conflict of Interest” in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of East Hants within twelve (12) months prior to the Submission Deadline:



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX C - PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 30 points of the total score.

The proponents must include pricing for all requested pricing elements. If a contract is awarded for these Services, it will be to one provider and that provider must be able to provide all of the Services listed on the pricing form.

East Hants will consider the *total possible value* for the agreement. The *total possible value* will be the sum of all of the pricing elements for each year, including optional years. For Section 3(a) and 3(c), East Hants will assume a single instance when calculating the sum. For Section 3(b), East Hants has estimated the approximate number of instances they expect for the Services and will use that figure as a multiplier in determining the sums.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

- (a) Pricing to provide the Services for each Waste Stream for each Year specified in the table below. Year 6 and Year 7 are extensions which East Hants may choose to accept but they would not be included in the initial Term.

Waste Stream	Year 1 April 1, 2023 to March 31, 2024	Year 2 April 1, 2024 to March 31, 2025	Year 3 April 1, 2025 to March 31, 2026	Year 4 April 1, 2026 to March 31, 2027	Year 5 April 1, 2027 to March 31, 2028	Year 6 * April 1, 2028 to March 31, 2029	Year 7 * April 1, 2029 to March 31, 2030
Garbage							
Recycling							
Organics							

- (b) Pricing to provide Cart Services, per instance. Each repair instance includes all of the repairs that may be necessary for the Green Cart that is being repaired in the instance. East Hants will use the following multiplier when calculating the sums for each of the Cart Services: 600.

Cart Services	Year 1 April 1, 2023 to March 31, 2024	Year 2 April 1, 2024 to March 31, 2025	Year 3 April 1, 2025 to March 31, 2026	Year 4 April 1, 2026 to March 31, 2027	Year 5 April 1, 2027 to March 31, 2028	Year 6 * April 1, 2028 to March 31, 2029	Year 7 * April 1, 2029 to March 31, 2030
Repair Green Cart							
Deliver New or Replacement Green Cart							
Pick Up Green Cart for Disposal							

- (c) Pricing to provide a Special Collection to all routes, areas or zones. The frequency (instance or bi-Weekly) is indicated in the description. Note: Special Garbage and Special Organics collections are typically only scheduled in response to a major event affecting large areas of the Municipality where we anticipate a lot of damaged goods or materials or spoilage.

Special Collection	Year 1 April 1, 2023 to March 31, 2024	Year 2 April 1, 2024 to March 31, 2025	Year 3 April 1, 2025 to March 31, 2026	Year 4 April 1, 2026 to March 31, 2027	Year 5 April 1, 2027 to March 31, 2028	Year 6 * April 1, 2028 to March 31, 2029	Year 7 * April 1, 2029 to March 31, 2030
Christmas Tree Collection (Instance; Scheduled once annually)							
Electronics (Scheduled Bi-weekly, Priced Annually)							
Special Organics Collection (Instance)							
Special Garbage Collection (Instance)							

4. Proponent Information

Proponent Legal Name: _____

Confirmation that Pricing submitted by Proponent with respect to RFP50458 - Curbside Collection 2023:

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX D - RFP PARTICULARS

A. THE DELIVERABLES

The primary Deliverable is for the successful proponent to collect garbage, recyclables, and organics from curbside at least every two weeks (the “Services”). In addition, the successful proponent will be responsible to support our curbside collection education efforts (“Education”) and provide Green Cart repair and distribution services (“Cart Services”). Except as specified for Cart Services, the Contractor shall provide all materials, equipment, and labour necessary to collect solid waste from residential and commercial properties in the Municipality of the District of East Hants as described in the contract documents for the Term of the agreement.

The requirements of the collection Services are described in the sample agreement (Appendix F). Contractors are instructed to review Appendix F carefully so they understand their responsibilities in the event they are awarded a contract for these Services.

East Hants have included a description of the approach to the Services as a reference point of what works currently, but are not restricting proponents to develop a proposal that mirrors this approach. East Hants expects each proponent will be able to bring their own perspective to the completion of these Services and will provide a proposal which will achieve the service requirements, at the required level of performance, and within the boundaries we have set. The proponents have relatively free choice with respect to changing schedules, days of collection, routes, and collection methodology.

East Hants expects the proponent will be clear about what they are proposing and to have a good understanding, before responding, of how they will complete the services, and will be able to clearly convey that understanding to East Hants through their proposal.

If a proponent has more than one approach they would like to offer, they must submit a separate proposal for each approach (each proposal must be complete and must include all elements, even elements which may be duplicated in each proposal). If there are options within an approach, the proponent may describe both options but should provide pricing for the more expensive option in their proposal.

The Contract negotiation period will allow East Hants and highest-ranked proponent some opportunity to finalize details of the contract which could not be conveyed during the RFP process.

Background:

The Municipality of the District of East Hants (“East Hants”) covers over 1,800 square kilometers and the successful proponent will provide Service to approximately 10,666 residential dwelling Units, with the potential to service approximately 1,460 business Units and 10 schools. Services are provided to all municipal, provincial and private roads, though some roads are provided seasonal services only (“Curbside Seasonal”) and some may be limited to one collection point (“End of Lane”).

The current contractor has broken the service into two ‘AREAS’ with multiple ZONES. Each zone has a specific day (“Collection Day”) on which collection occurs and where all streams are collected in that one day. The contractor collects waste from each zone until all zones in the AREA have been collected; this occurs in one week for Area 1 and the next week for Area 2. The current contractor provides services on Tuesdays - Fridays for both Areas, allowing for Mondays to be free for storm collection reschedule days or alternative holiday collection days.

While this methodology has been working well, East Hants are open to other methods of collection under the understanding that each waste stream will be collected at minimum every two weeks and that the collection method is efficient, cost-effective and sustainable.

The material collected at curbside is delivered to the Waste Management Centre (WMC) in Georgefield and deposited into the appropriate disposal location for further processing. Garbage and Recyclables are deposited in one of two transfer stations, while Organics are dropped in the other. Metal and other special collections will be directed to other locations on the WMC site as applicable.

Maps:

East Hants have provided maps of the areas and associated zones established by the current Contractor as Exhibit 9.

Maps are provided for reference only and East Hants does not and will not warrant the accuracy of the maps or the descriptions of routes included as part of this RFP.

Materials Collected:

East Hants currently collects three waste streams, Garbage, Recyclables, and Organics, every two weeks as described in Exhibit 8, the *Schedule and Sorting Guide 2022*. Exhibit 8 describes the extensive list of materials that are acceptable in each waste stream. While Recyclables is considered one waste stream, paper and plastic recyclables are separated at the source and must be kept separated during the collection Services to prevent cross-contamination.

In discussion with our recyclable processor, Municipality of Colchester, they have indicated that we cannot allow compaction that will impact the recyclability of the product. Fibre material can be compacted a bit, however if containers are compacted to any degree they will not be able to be separated for proper sorting. As a result, East Hants would not support rear loaders for the collection of recyclables.

As to the degree of compaction that would be acceptable, unfortunately that is something that would have to be arrived at in conjunction with the processor of the day (presently Colchester) so that the recyclables are able to be processed without causing the processor any additional cost or time in processing.

East Hants has also included a table showing the approximate tonnages of each material collected last calendar year during normal collections and special collections. East Hants may, from time to time, expand or decrease the list of acceptable items as necessary to meet the waste management program needs.

The Contractor is responsible to collect all scrap metal, including appliances which may contain CFCs. Scrap metal, like other waste streams, is stored in a specific location at the Waste Management Centre (WMC). The Contractor is responsible to place scrap metal in the scrap metal pile.

The current provider collects metal and electronics using a separate truck. While East Hants does not prohibit carrying metal in with other waste streams, it is very important that they not become Comingled, that the wastes do not become Contaminated during collection, transit, or off-loading, and that the individual waste streams, particularly recycling, metal, and electronics, are not crushed during the Services. East Hants removes CFCs at the WMC.

January 1, 2021 to December 31, 2021 the following are the approximate tonnages collected curbside:

Waste Type	Tonnes
Garbage	3500
Recyclables	1100
Organics	2100
Metal/Electronics	150
Leaf and Yard Waste	Considered regular Organics now
Christmas Trees	8

Holidays:

The proponent will need to consider how they will provide Services when the Collection Day in their proposed schedule falls on a holiday. Previous to the current contract, should a Statutory Public Holiday fall on a Monday or Tuesday, the collection will occur on the previous Saturday. Should the holiday fall on a Wednesday, Thursday or Friday, the collection will occur on the following Saturday. Note: Under the current contract Mondays are utilized wherever possible to cover holidays and or storm day collections.

In the current collection contact, services are provided over eight (8) days in a two-week cycle. Therefore, the unused Mondays have been utilized for holiday alternative collection days.

There may be exceptions, such as for Christmas Day and Boxing Day collections, where the Christmas Day collection would occur the previous Saturday, and Boxing Day collection would occur the following Saturday, no matter what day of the week the actual holidays fall on. East Hants will consult with the successful proponent on a year-to-year basis (normally November/December) to determine the best service strategy to accommodate Holidays for the next year.

Currently all collection on regular collection days must be completed by 5:00PM each Collection Day, but the last load is generally expected to be received at the WMC before 3:30PM (the facility closes at 4:00PM). The WMC closes at 2:00PM on Saturdays, but arrangements can be made to accommodate later closing on Saturdays for Holiday Collections and other days for Special Collections.



Examples of alternate Collection dates 2022-2023:

AREA 1 2022-2023		
HOLIDAY	ACTUAL DATE	COLLECTION DATE
Good Friday	Friday April 15	NA
Easter Monday	Monday April 18	NA
Victoria Day	Monday May 23	NA
Canada Day	Friday July 1	Monday July 4
Civic Holiday	Monday August 1	NA
Labour Day	Monday September 5	NA
National Day for Truth & F	Friday September 30	NA
Thanksgiving Day	Monday October 10	NA
Remembrance Day	Friday November 11	NA
Christmas Day	Sunday December 25	NA
Boxing Day	Monday December 26	NA / WMC CLOSED
Christmas Day Observed	Tuesday December 27	NA / WMC OPEN
New Years Day	Sunday January 1	NA
New Years Day Observed	Monday January 2	NA / WMC CLOSED
Heritage Day	Monday February 20	NA / WMC CLOSED
Tree Collection	January 10-13, 2023	
AREA 2 2022-2023		
HOLIDAY	ACTUAL DATE	COLLECTION DATE
Good Friday	Friday April 15	Monday April 11 (due to Easter Monday closure)
Easter Monday	Monday April 18	NA
Victoria Day	Monday May 23	NA
Canada Day	Friday July 1	NA
Civic Holiday	Monday August 1	NA
Labour Day	Monday September 5	NA
National Day for Truth & F	Friday September 30	Monday October 3 2022
Thanksgiving Day	Monday October 10	NA
Remembrance Day	Friday November 11	Monday November 14 2022
Christmas Day	Sunday December 25	NA
Boxing Day	Monday December 26	NA / WMC CLOSED
Christmas Day Observed	Tuesday December 27	NA / WMC OPEN
New Years Day	Sunday January 1	NA
New Years Day Observed	Monday January 2	NA / WMC CLOSED
Heritage Day	Monday February 20	NA / WMC CLOSED
Tree Collection	January 3-6, 2023	

Special Collections:

East Hants has included pricing tables which consider Special Collections. The intent of this pricing is to give East Hants information to allow them to decide if they wish to provide additional services to the citizens of East Hants. The Special Collections East Hants anticipates may be required would include:

Electronics Collection: This is the collection of Electronics, as defined in the sample agreement, every two weeks in addition to the other collection Services. This will be an annual cost and the proponent understands that East Hants may choose to include or not to include Electronics Collection each year. Accepted items fall under the Nova Scotia Electronics Stewardship Program. Do not compact Electronic waste.

Special Organics Collection: This is the unique, one-time collection of organic materials for all routes, above and beyond the bi-weekly limits. Examples of this type of collection include the annual collection of Christmas Trees and may include the collection of clean wood and brush.

Special Garbage Collection: This is the unique, one-time collection of garbage, bulky items or residential renovation waste for all routes, above and beyond the bi-weekly limits. This is limited to approximately 2 cubic yards of material per Unit (about ½ ton truckload).

Electronics Collection and Christmas Tree Collection are currently planned for 2022-23 and there is a strong likelihood they will be continued. No Special Garbage Collections are contemplated for 2023-24 and these are usually a response to an event or requests from the community.

Education:

One of the responsibilities for the successful proponent would be to assist East Hants in their efforts to educate the citizens around the solid waste collection program. As the collection staff are the front-line in collecting waste, they are critical in identifying waste which is Comingled or Contaminated. The collection staff is expected to be able to identify instances where the Comingling is Excessive or where the Garbage, Recyclables or Organics appear Contaminated. If the staff member decides that waste cannot be collected, they must sticker each uncollected bag or container using a sticker similar to Exhibit 5 and record the details of the uncollected waste in the Uncollected Waste Report as included in Exhibit 1. Collection staff cannot be held responsible for collecting Comingled or Contaminated waste when the waste is in obscure bags or otherwise concealed.

The Contractor will be required to return to a Collection Point when waste is not collected unless it has been stickered as above and reported to the municipality.

East Hants may, from time to time, request assistance from the Contractor in their education efforts. This may include the collection of additional data as they perform the Services or making some minor changes to a collection schedule so that our Waste Compliance Officer can audit certain routes.

Green Cart Services:

East Hants provides nearly every premise with a Green Cart for the collection of organic waste. Though robust, the Green Carts may occasionally become damaged or worn and may require repairs. East Hants will obtain a sufficient number of repair parts (axles, vents, wheel and hinged covers) to facilitate curbside repairs and provide them to the successful proponent.

The intent is that the successful proponent would complete weekly 'Green Cart Work Orders' which includes performing minor repairs to carts, pick up the damaged Green Cart for disposal and to deliver a new cart, or delivery of a Green Cart and kitchen bin for new homes, for a fixed fee. Work orders are to be completed within 2-weeks of receiving the work order, as part of our service standard (therefore the contractor could opt to complete two (2) work orders together, or weekly). Note: Green Carts are currently in storage at the WMC.

Expectations:

The basic requirement is for solid waste to be collected from residences and businesses every 2 weeks and delivered to the Waste Management Centre for further processing.

East Hants wants the Services to be provided in a sustainable, efficient and cost-effective manner. The provider must perform the Services in a safe, competent, professional manner sufficient, in each instance, to provide the Services in accordance with the expectations of residents.

East Hants expects the following:

- Services will be provided at least once every two weeks to all residences and businesses eligible for the Services;
- That the service will be provided on a set schedule, on a set day of the week, the "Collection Day", on a set rotation of one week on and one week off. Once the schedule is determined, the proponent may not make any changes to the collection day or rotation for the first 12 months of the agreement and then only with the written permission of East Hants;
- That the Services will be completed for each residence or business no later than 5:00PM each Collection Day and the Manager of Solid Waste will be informed daily when each route is complete (email, text, or other method acceptable to East Hants);

- Any delays to service routes being completed must be sent to the Manager of Solid Waste no later than 4:00PM.
- That the Contractor will provide the Services efficiently with a sufficient number of trucks and personnel deployed to complete the Services;
- That any delay or incident which affects the Services or which may result in public complaints is communicated clearly and quickly to East Hants;
- That the Contractor will establish and adjust as necessary Service delivery times to reduce the impact on traffic and so as not to inconvenience communities; and
- The Contractor will make corrections to their Service delivery based on feed-back from residences, businesses and East Hants.

East Hants will put in place performance measures as specified in the sample agreement to measure the Contractor's

The following data is included to help proponents understand the scope of the Services:

Exhibit 1, Daily Uncollected Log

Exhibit 2, Green Cart Work Order Form

Exhibit 3, Schools Reporting Form

Exhibit 4, Fuel Adjustment Report

Exhibit 5, Types of Stickers

Exhibit 6, End of Lane Data

Exhibit 7, Contract Performance Sample

Exhibit 8, Schedule & Sorting Guide 2022

Exhibit 9, Current Collection Routes (Maps)

Exhibit 10, Seasonal Roads Data

Performance:

East Hants currently measures performance as described in Appendix F and these measures will be indicators of East Hants' satisfaction with the Services. East Hants currently utilizes a monthly performance report card, designed as part of the last contract. The intent was to work with the successful proponent for the Services to help them be successful in achieving satisfactory performance; this report card has been successful in meeting those goals. East Hants wishes to have the successful proponent review the current report card system and help us take this measurement of performance to the next level with any recommendations for improvement. In general, East Hants operates on realistic performance targets based around defined measured results which are acceptable ("green"), need improvement ("yellow"), and are unacceptable ("red").

The goal is to give the contractor performing these Services a clear and continuous understanding of their performance and to give East Hants a fair and consistent way to manage contractor performance. Performance in the "green" gives us clear evidence of acceptable performance when considering Term extensions and when evaluating past performance for future contracts, while continued performance in the "red" or "yellow" would have more dire consequences such as not extending the Term or termination.



East Hants believes all vendors wish to provide satisfactory service and this tool is beneficial to both East Hants and the Contractor.

B. MATERIAL DISCLOSURES

East Hants may, from time to time, identify or approve new items which are acceptable for disposal in the waste streams. This should not impact the Contractor's ability to complete the Services and should, based on past experience, have minimal impact on the tonnages collected by the Contractor. If a change East Hants makes has an unintended impact on the Contractor's ability to complete the Services, they must identify the impact as soon as it is recognized and inform East Hants.

East Hants spends approximately \$1,048,000.00 annually to provide these Services.

There may be seasonal and other weight restrictions affecting the roads and routes the Contractor will be required to travel on to provide the Services. The Contractor is responsible to identify and conform to any requirements with respect to the weight of vehicles and performance of the Services.

East Hants does not register businesses who may wish to use curbside collection Services. All businesses may use collection Services, but not all do; some businesses simply put out Green Carts for collection and others may use all of the streams, but all may do so inconsistently or seasonally.

While most collection is curbside, there are some collection points which are not curbside. Schools, certain businesses and apartment buildings may have joint or central collection points. East Hants does not have a list of this exceptions and will work with the successful proponent to help identify such locations in the first days of the agreement. East Hants would like the successful proponent to compile such a list over the Term of the agreement, if possible.

East Hants employs a Waste Compliance Officer who is a Special Constable under the *Environment Act*.

With Extended Producer Responsibility ("EPR") regulation currently being reviewed by Province, it is possible some type of program may come into effect during the Term of this agreement. East Hants has therefore added clauses to the sample contract to address how to deal with such change in regulation. As the nature of the changes which may occur are not known, the general expectation of both parties will be to understand the new regulations, assess the impact, and negotiate in good faith any changes to the agreement necessary to keep both parties whole.

East Hants does not provide House Counts. The proponent is to consider that East Hants provides curbside collection services to businesses, schools, and apartment buildings so must allow for these stops in their proposal.

The pre-conditions of award that apply to this RFP, if any, are set out below.

Award is subject to approval by the Chief Administrative Officer (CAO) and East Hants' Municipal Council.

The proponent must become registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of their normal status under the *Workers' Compensation Act*, prior to commencing the Services. Failure to register or to obtain good standing within 10 days of notification of award may result in the award being rescinded.

The successful proponent(s) must provide evidence of insurance acceptable to East Hants within 10 days of notification of Award and a fully compliant Certificate of Insurance no less than 10 days before the Effective Date of the agreement.

The successful proponent(s) must be able to start the Services by April 1, 2023.

C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

N/A

D. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Appendix A, the Operational Questionnaire, addresses specific questions East Hants has about the way the proponent operates their business. These questions are complimentary to the information the proponent must include in their responses, but do not constitute a full and complete response on their own. East Hants will consider both the questionnaire and the written response when evaluating.

Appendix E may be considered when evaluating the proponent's response.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Experience, References, and Presentation	10	N/A
D.2 Contingency Management	15	12
D.3 Fleet and Fleet Management Program	20	16
D.4 Proposed Methodology	15	N/A
Total of Rated Criteria	70	56
E.1 Price	30	N/A

D.1 Experience, References, & Slideshow/Presentation (10)

Each proponent should provide the following in its proposal:

- (a) a brief description of the proponent, including the following:
 - a. Legal Name of the business;
 - b. Number of years in business; and
 - c. Nature of the business.
- (b) a description of the types of services the proponent has previously provided and/or is currently providing to businesses or governments other than East Hants, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise. In the case where a specific employee cannot be identified, the proponent must provide the job description or list of minimum qualifications applicable to the role to be filled. For example, it is expected that collection staff will include a driver and a staff who loads the waste into the truck, so job descriptions, qualifications or other requirements which define these positions must be included;
- (d) its knowledge, skills and expertise in the following areas:
 - a. Curbside collection;

- b. Customer service, and
 - c. Specific qualifications and licenses which qualify the proponent to provide these Services.
- (e) Discuss financial capability with respect to the proponents' ability to take on this contract (include annual report, if publicly available).
- (f) Proponents are asked to provide a slideshow (or video) for review by the evaluation committee. The presentation **may not refer to price and no financial overview of the price of the contract will be allowed or accepted.** Proponents are free to prepare the presentation in any way they choose within the constraints mentioned, however some suggested topics include:
- Brief overview of the company history and resources available for this contract
 - Review of equipment to be used
 - Staffing to be used for the contract, including Supervisor (experience/references)
 - Methodology, including any innovations proponents may be proposing
 - Examples of previous work provided for other municipalities of a similar size and population

The presentation will hopefully demonstrate to the evaluators why the proponent is the best company to provide these Services. The presentation should focus on the resources that will be used locally to provide the Services. One electronic copy of the presentation is to be provided to East Hants.

(g) References

Each proponent is requested to provide three (3) references from clients who have obtained services similar to those requested in this RFP from the proponent in the last five years, preferably from the Atlantic region. If the number of references cannot be achieved, the proponent may make a case of why the experience they have provided is sufficient to demonstrate value, which the proponent understands is within the sole discretion of East Hants to evaluate and score.

While East Hants may consider their previous experience with a proponent, a proponent may not use East Hants as a reference for the purposes of this section.

D.2 Contingency Management (15)

Discuss the challenges of the pandemic, the current labour market, and supply chain shortages with respect to providing these types of Services. Discuss how your company have approached these challenges and what your company has learned. Provide an overview of any permanent changes your company has made to manage equipment, labour, or to service delivery. Certain responses in this section should be expanded upon in more detail in section D.3 as they relate to this contract.

Describe how you will address the following specific issues. Include the steps you will take to determine the issue, the probable response (initial, final), communications around the issue, recovery (e.g. completing missed services), and continuous improvement activities to prevent reoccurrence:

- Insufficient staff on a Collection Day;
- Vehicle broken down, damaged, or otherwise unavailable on a Collection Day;
- Snow Storm;
- Vehicle broken down permanently; and
- Loss of supervisor or primary contact, both temporary (vacation, illness) and permanent (retires, promoted).

D.3 Fleet and Fleet Management Plan (20)

East Hants has asked some specific questions about fleet in the questionnaire which East Hants will consider when evaluating this section. However, the main intent of this section is for proponents to demonstrate that, if awarded, they can mobilize a fleet and assemble sufficient qualified staff to provide the Services, consistent with their proposal, in order to commence services April 1, 2023. Provide the following:

- (a) Describe your fleet plan, including the type of vehicles you plan to use to Provide the Services. Include chassis and body description, current availability for this contract (if any), and how you will obtain and onboard new or well-maintained late-model vehicles in order to provide the Services. Include purchasing overview, a brief description of lead-times, the expected age of vehicles at the beginning of the contract and at what age, condition, or mileage you expect to remove them from service. This description should cover initial mobilization through the Term and should include a brief overview of the planning which would be in place should East Hants authorize the two possible extensions;
- (b) While East Hants generally prefers newer vehicles, our primary concerns are reliability (up-time) and mechanical soundness when performing the Services (no leaks, reasonable appearance of fitness). Describe how you will repair and maintain the fleet over the life of the agreement, either through long-term contracts or in-house repair or maintenance resources. Describe your facilities (if any), preventative maintenance program (if any), wash cycles, storage/warehousing facilities (if any), and your plan to ensure these facilities are staffed for the entirety of the Term. If subcontracted, describe the contract terms in place to ensure repair services are available.
- (c) Provide an overview of how you will obtain or retain staff to perform this contract. Include a summary of the various positions you expect to need (driver, helper, etc.), the qualifications required for each position, the training each role will receive, a brief timeline between award and first day of services which describes each event related to staffing (initial hiring call, hiring, training, route exercises, etc.).
- (d) Discuss sustainability as it may relate to this contract. While we recognize many companies may have national or company-wide initiatives, it's important to East Hants to understand how, if at all, they may be implemented for this contract and when in the Term we can expect that to occur. This may include discussion of alternative fuels (electric, hydrogen, hybrid technologies, natural gas) but should be limited to concrete actions the supplier intends for this agreement. "No idle" policies would be discussed in this section, as well as any other fuel-saving or conserving processes/technologies the proponent may employ. In addition, describe how you support the local (e.g. Nova Scotia, East Hants in particular) economy, including any social enterprises or hiring programs which target disadvantaged populations.

D.4 Proposed Methodology (15)

- (a) This section is intended to allow the proponent to describe how they will complete the Services. The proponent should:
 - a. Describe how you intend to service all areas of the East Hants, within the constraints described and utilizing the equipment and labour you have described in your proposal. While East Hants understands not all of the detail will be worked out, provide a sufficient overview of the plan to demonstrate your company understands the requirements, the constraints, and that you have considered the risks associated with accepting a contract to complete these Services;
 - b. Provide maps to support your methodology which show the proposed routes, areas or zones, that you intend to use. While this does not need to be highly detailed, there should be sufficient detail for East Hants to understand the plan.
 - c. Highlight any innovative methods or new equipment which might streamline or improve the Services. Only refer to innovations which are included in the financial proposal; do not include items for which they may be additional charge;

- d. Address the requirements around dedicated customer service representatives and communication discussed in the sample contract;
 - e. Address reporting, including the information gathering and education support required at the collection points;
 - f. Address performance, including the methods East Hants intends to use to measure performance, how that will be communicated to the proponent's staff, and how safety, discipline and performance will be managed by the proponent over the Term of the agreement;
 - g. Estimate and provide the number of litres of fuel you think will be required to complete the Services on an annual basis; and
 - h. Address how the proponent will respond to complaints.
- (b) Discuss Safety, both as concept (how safety affects the company and employees) and how it is demonstrated in the way the proponent performs services. East Hants will consider the Commercial Carrier Safety Fitness Rating when evaluating safety.
- a. Include the health and safety policies for the company, including the policy on the following:
 - i. Cell phone and radio use;
 - ii. Backing up;
 - iii. Double Picking (crossing a road to collect waste);
 - iv. Personal protective equipment (PPE);
 - v. Alcohol and drug use; and
 - vi. Disciplinary procedures.
 - b. Health and safety policies can be submitted in digital format;
 - c. Discuss how your company encourages and supports the mental and physical health of its employees; and
 - d. If not included above, include a list of standard operating procedures which are related to safely performing tasks and at least one relevant example.

E.1 Pricing

Pricing will be evaluated as specified in Stage III and further described in Appendix C - Pricing Form.

APPENDIX E - SAFETY QUESTIONNAIRE

Included in download documents



APPENDIX F – FORM OF AGREEMENT

THIS AGREEMENT is effective <<date>>, 2023 (“Effective Date”)

Between

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

-and-

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

BACKGROUND

East Hants wishes to retain the Contractor to provide Curbside Collection of Solid Waste (the “Services”), more fully explained in Section 2, Services Description.

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

DEFINED TERMS

- 1 The following definitions will apply to this agreement:
 - a. “Bi-weekly” means occurring once every fourteen days.
 - b. “Contamination” generally refers to any item which is not acceptable in a source-separated stream according to the definition of that stream. In the case of Recyclables, contamination also refers to recyclables items which may be soiled or dirty, which renders them non-recyclable.
 - c. “Co-Mingled” generally refers to the recyclables stream, and the fact that items which are supposed to be separated into two different bags have been mixed together. For example, newspapers and milk cartons in the same bag is co-mingled. Bags where contents are co-mingled would not be acceptable.
 - d. “Contractor” means the company, entity, or individuals contracted by East Hants to perform the Services under this agreement.
 - e. “Collection and Transportation” means the act of picking up designated materials from Serviced Units, loading it into collection vehicles, hauling it to the appropriate Receiving Facility(s), weighing and unloading it as specified by East Hants.
 - f. “Double Picking” means collecting waste from both sides of the road where the staff member doing the collection must cross the road to complete the collection.
 - g. “East Hants Representative” means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
 - h. “Electronics” means any electronic device that is acceptable under the Nova Scotia Electronics Stewardship Program. The list of items under this category may change from time to time as determined by the East Hants or the Province.
 - i. “End-of-Lane” collection means material is collected at an assigned Collection Point year-round.
 - j. “Excessive” generally means greater than 10% of the total contents of a specific bag/container. East Hants may alter the percentage of total contents they deem as excessive at any time during the Term of the agreement.
 - k. “Extended producer Responsibility” (“EPR”) is a program that shifts the responsibility for end-of-life management of products in the Province from municipalities to producers, introduced as Bill No. 251st Session, 64th General Assembly, 2021.

- l. “Organics” or “Organic Materials” means food waste, leaf and yard waste, soiled and non-recyclable paper, branches and bushes, and other material of plant or animal origin defined as such by Council and typically collected in the Residential Organics Collection Containers (green bins). Natural Christmas trees without decorations and leaf and yard waste in alternative containers (compostable paper bags) may be collected as a Special Collection.
- m. “Green Carts”, also known as “Residential Organics Collection Containers” or “Organics Carts” or other similar variations means ventilated wheeled carts designed for containing and temporarily storing Organics, and which have been designated by East Hants for use in the municipal organics collection program.
- n. “Receiving Facility” means those facilities designated by East Hants as destinations for the receipt of Source-Separated Solid Waste (Waste, Organics and Recyclables). The actual Receiving Facilities may change throughout the term of these contracts as approved by East Hants.
- o. “Recyclables” means fibre recyclables (paper and textiles), plastics (1-7), foam and other materials which East Hants may designate as acceptable to the recycling program throughout the Term of the agreement.
- p. “Regular Curbside” means material is collected from Collection Points adjacent to the road on a regular basis throughout the year.
- q. “Seasonal” denotes a road, Premise or Serviced Unit which only receives Services during a certain period. East Hants will identify any Seasonal roads, Premises or Serviced Units for the Contractor.
- r. “Seasonal Curbside” means material is collected from Collection Points adjacent to the road only during fair weather months (approximately May 1 to December 31). Serviced units receiving Seasonal Curbside collection may revert to an “End-of-Lane” or other fixed Collection Point service through the winter months.
- s. “Services” means the services supplied by the Contractor as specified within this agreement.
- t. “Schedule” means the timelines governing delivery of the Services established between the Contractor and East Hants. The Schedule may only be modified with written permission from East Hants.
- u. “Stops” mean any residential, commercial, industrial or institutional building to which the Services are to be supplied. Under this definition, multi-unit buildings, schools and businesses are considered to be one Stop.
- v. “Source-Separated Solid Waste”, generally referred to as “Garbage”, means all collectable waste other than that which is collected as Recyclable materials or Organic materials, including:
 - i. broken bottles, crockery and glassware, floor sweepings, discarded clothing and furnishings, non-recyclable plastic and metal, non-recyclable packaging, non-repairable household goods and other household waste;
 - ii. glass that is tightly wrapped in cardboard or other suitable material and clearly marked to prevent injury to collection personnel;
 - iii. bulky items;
 - iv. ashes and soot that is completely cold placed in plastic disposable watertight bags securely tied and marked “ashes” or “soot”;
 - v. other items not specifically designated as source separated waste except as excluded by the solid waste resource collection and disposal By-law.
- w. “Unit” means each actual unit serviced by the Contractor and to which the bag limit applies. Business Units allowed to have double the amount of waste as collected from a Residential Unit.
- x. “Waste” means all streams of end waste, including garbage, recyclables, organics, paper, cardboard, and other materials as designated by East Hants from time to time.
- y. “Weekly” means occurring once every seven days.
- z. “WMC East” Hants Waste Management Centre - formerly the Georgefield Landfill, located in Georgefield, Nova Scotia.

CONTRACT DOCUMENTS

- 2 This agreement consists of the following documents: (NTD: These are the documents that define the agreement. If accepting a proposal, be sure the proposal is included. If the requirements were modified by addenda, these will be included or the modifications made to the documents will be incorporated.)
- a. This agreement;
 - b. Exhibit 1, Daily Uncollected Collection Log;
 - c. Exhibit 2, Green Cart Work Order Form;
 - d. Exhibit 3, Schools Reporting Form;
 - e. Exhibit 4, Fuel Adjustment Report;
 - f. Exhibit 5, Types of Stickers;
 - g. Exhibit 6, End of Lane Data;
 - h. Exhibit 7, Contract Performance Sample;
 - i. Exhibit 8, Schedule & Sorting Guide 2022;
 - j. Exhibit 9, Current Collection Routes (Maps);
 - k. Exhibit 10, Seasonal Roads Data;
 - l. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - m. <<insert additional documents as applicable>>.
- 3 Maps, if and when provided by East Hants, are for reference only and East Hants does not and will not warrant their accuracy.

INTENT

- 4 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 5 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, vehicles, equipment, ready access to repair and overhaul services, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.
- 6 Services will be provided to all Premises and Serviced Units, at minimum, on a Bi-weekly basis continuously throughout the Term.
- a. If a Premise or Serviced Unit is identified as Seasonal, the Services will be provided Bi-weekly during the period identified by East Hants as being “during the season” and Services will stop after the last scheduled instance of the Services has been performed.
 - b. If the anticipated end of the season falls on the week where Services are not scheduled to be provided, the Services will be provided for next collection day and then shall cease.

TERM

- 7 This agreement shall commence on the Effective Date and shall end:
- a. March 31, 2028 unless extended for an additional period, by mutual agreement of the parties, in writing; or
 - b. In the event of Termination in accordance with the terms of this agreement.

- 8 In the event East Hants chooses to terminate the agreement, East Hants may take any action necessary, up to and including a full competition, to be able to put a new contractor in place to provide the Services.
- 9 The Contractor understands that, in the event that the agreement is terminated or otherwise ends, they are responsible to provide an orderly transition of the Services to the new contractor and to cooperate, where reasonable, with East Hants and the new contractor as the new contractor investigates the conditions and establishes the details of the new service.

REMUNERATION

- 10 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 11 In addition:
 - a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
 - b. Invoices for Services must be submitted monthly by the Contractor and must be supported in such detail as East Hants may request. The Fuel Adjustment may be reconciled on a frequency as specified in the Fuel Adjustment section of this agreement. All invoices are to be submitted by email to vendors@easthants.ca. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment. Include the name of the East Hants Representative on the invoice.
 - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
 - d. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - e. No payment made by East Hants under this agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.
 - f. East Hants may reject an invoice on the basis that the Services it refers to are, in its sole opinion, incomplete or unsatisfactory. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in the East Hants's sole opinion, East Hants may terminate the agreement.
 - g. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
 - h. The Contractor shall be solely responsible to pay all costs and expenses arising out of this agreement, whether or not they may qualify for reimbursement.

INDEPENDENT STATUS

- 12 The Contractor will provide the Services to East Hants as an Independent Contractor and not as an employee. The Contractor agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Consultant or amounts paid by the Contractor to its employees or contractors.

- 13 The Contractor shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- 14 The Contractor is free to provide services to other clients, so long so long as there is no interference with the Contractor's contractual obligations to East Hants.

PERSONNEL

- 15 The Services being performed under this agreement are a public service, paid for by the public. The Contractor must ensure that their employees always act in a professional and courteous manner when performing the Services and when interacting with the public and East Hants' staff.
- 16 The Contractor shall supply personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 17 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or revocations, or demonstrated incompetence may be cause to have an employee removed. The Contractor is solely responsible to enforce discipline and to maintain good order among their employees.
- 18 East Hants reserves the right to request drivers' abstracts for any drivers the Contractor may propose to use to provide the Services and to reject drivers who have alcohol-related convictions or revocations in their drivers' abstract within 5 years of the Effective Date. In the event that the Contractor wishes to use a new driver for this work, they must provide the drivers' abstract for the driver to be added. Abstracts must be provided to East Hants in a reasonable time, prior to the driver performing the Services.

SUBCONTRACTOR

- NTD:** <<Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the agreement and additional conditions may apply.">>
- 19 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.
 - 20 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
 - a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing;
 - d. Provide any information which is required in the agreement pertaining to subcontractors such as insurance certificates and questionnaires; and

- e. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 21 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this agreement.

CONFIDENTIALITY

- 22 In the course of discharging its duties under this agreement, the Contractor, 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, its citizens, and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 23 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if an employee or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section.
- 24 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 25 Upon termination of the agreement for any reason, the Contractor will return to the East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information.
- 26 The Contractor recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Contractor further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.
- 27 The use and disclosure of the confidential information shall not apply to information which
- a. Was known to the Contractor before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Contractor; or
 - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

INFORMATION COLLECTED

- 28 All information and material produced by the Contractor in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, routes, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
- a. The Contractor understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Contractor agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and

- b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.
- c. In the event that East Hants and the Contractor collaborate to produce information, in particular reporting tools such as report cards, information logs, forms, or stickers, both the Contractor and East Hants will be able to use and modify such in perpetuity, provided that any logos or branding information from the other party is removed prior to the re-use.

INDEMNIFICATION

- 29 The Contractor shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Contractor, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Contractor in accordance with this agreement, and shall survive this agreement.

INSURANCE

- 30 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$10,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 31 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
 - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services;
 - c. Not contain any restriction or exclusion relating to equipment used in this agreement or which would jeopardize coverage in the event of an insurable incident with respect to these Services; and
 - d. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 32 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery. Auto insurance must provide for 15 days' written notice of cancellation or material change.
 - a. Given the way these Services are typically provided, an SEF # 30 endorsement excluding the operation of attached equipment from coverage may not be acceptable (subject to review of the proposed methodology)

- 33 CGL and Non-owned automobile insurance certificates must provide for 30 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed and for the duration of this contract.
- 34 The Contractor must have and must maintain for the Term of the agreement Pollution/Environmental Liability coverage. Such coverage must be in an amount of not less than \$2,000,000.00 per occurrence, against claims for bodily injury, including sickness, disease, shock, mental anguish, mental injury as well as injury to or physical damage to tangible property including loss of use of tangible property, or the prevention, control, repair, cleanup or restoration of environmental impairment of lands, the atmosphere or any water course or body of water on a sudden and accidental basis and gradual release. The policy will be renewed for three (3) years after termination of the agreement. Should the policy be non-renewed, 90-day notice of nonrenewal must be provided and East Hants has the right to request that an extended reporting period be purchased at the Contractor's sole expense.
- 35 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 36 In addition:
- a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
 - b. In the case where the Contractor will use subcontractors to perform some or all of the Services, the subcontractor must obtain and, when required to by East Hants, provide proof of insurance coverage equal to that required of the Contractor under this agreement.
 - c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
 - d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
 - e. Changes to incorporation information must be disclosed within a reasonable time of the change; and
 - f. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

REPORTING AND RESPONSE TIMES

- 37 The Contractor shall submit a daily collection activity log, in a format acceptable to East Hants, which indicates the following:
- a. Collection day of week and date Service provided;
 - b. Collection vehicle identification;
 - c. If problems were encountered, include:
 - i. Time that service problem was encountered on roads, streets or location;
 - ii. Identification of any roads, streets or locations where problems were encountered;
 - d. Addresses of Serviced Units where materials were rejected and an education sticker has been placed. This will include an indication of the type of customer compliance problem(s) and reason(s) materials were not collected.
 - e. Number and type of customer service calls or complaints received and the actions the Contractor has taken.

- 38 The daily collection activity log shall be maintained by the Contractor as a spreadsheet file compatible to Microsoft Excel and shall be submitted to East Hants on a daily basis by email.
- a. A sample Daily Uncollected Log Sheet is attached as Exhibit 1.
- 39 School collection reports (Exhibit 3) must be completed by the Contractor when collecting from schools. These reports must be submitted to the East Hants Representative within 5 business days of the end of the month in which they were compiled.
- 40 There may be occasions or special projects where East Hants may request that the Contractor collect additional information during the collection Services. The intent is that such requests will only represent minimal additional effort for the Contractor's collection staff and, unless the special project represents an unreasonable amount of extra work, East Hants expects the Contractor will complete the data collection when performing the Services without any additional charge.
- 41 East Hants may request, and the Contractor shall not unreasonably deny the request, that the Contractor temporarily modify their collect Schedule so that East Hants may audit certain civic addresses for waste compliance.
- 42 In the interest of maintaining good communication during the Term, the Contractor will attend meetings when so requested to do so by East Hants. Such meetings will include, at minimum, the following:
- a. Two of the meetings which shall include the majority of staff the Contractor uses to provide the Services, including drivers and support staff. The purpose the staff meetings is to provide a review of the agreement, discuss the seasonal requirements, share any new policies or program information, and allow all those involved in delivering the Services an opportunity to share any concerns. This allows consistency in messaging should there be changes in collection staff and builds a team environment;
- b. The other two meetings are specifically to discuss components of the agreement and review performance and shall be conducted with the Contractor's representative(s) managing the agreement; and
- c. Any additional meeting East Hants or the Contractor may deem necessary to manage Performance during the Term.
- 43 The Contractor will report any issues to the East Hants Representative. The frequency of reporting will be determined by the relative urgency of the issue:
- a. Emergency issues or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone at the soonest possible moment;
- b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
- c. Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
- d. The Contractor must be prepared to periodically review and discuss the status of issues.
- 44 The Contractor will provide a designated contact for this agreement. The designated contact will:
- a. Have sufficient back-up so that East Hants may contact a live representative of the Contractor at all times, even if the designated contact is ill or otherwise unavailable;
- b. Acknowledge receipt of voicemails or emails within three hours of East Hants sending the same;
- c. Follow up with residents or with East Hants on the status of the all identified issues within 24 hours of the initial report;
- d. Have sufficient authority to resolve collection issues within 24 hours of the issue being reported;

- e. Other than collection issues, advise residents and East Hants within two business days what the expected resolution timeframe will be for each issue. East Hants understands that complex issues like repairs to property may take longer than two business days to complete, however the Contractor must address all issues in a reasonable time and must communicate with East Hants and the resident at reasonable intervals until the issue is resolved;
 - f. Verify and report to East Hants on the resolution of all issues; and
 - g. Advise when they will be on vacation or otherwise unavailable and provide alternative contact information for the period of their absence.
- 45 The Manager of Solid Waste shall oversee the Services on behalf of East Hants and will be the primary contact person for the Municipality unless otherwise directed in writing.

REGULATIONS

- 46 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.
- 47 The Contractor must be, and remain, in compliance with the entirety of the Solid Waste Resource Collection and Disposal Bylaw (Bylaw 4-6) during the Term. The Bylaw may be viewed here:
<https://www.easthants.ca/wp-content/uploads/2016/02/Bylaw-IO-400-1-SOLID-WASTE-RESOURCE-COLLECTION-AND-DISPOSAL-BYLA-W-FINAL-approved-April-24-19.pdf>
- 48 The Contractor must comply with Solid Waste-Resource Management Regulations made under Section 102 of the *Environment Act*, in particular the separation of materials banned from the landfill. The Contractor must, to every reasonable extent possible, separate materials in their loads at the point of collection for correct disposal.

TAXES

- 49 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 50 The Contractor shall indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Contractor.
- 51 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 52 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

WORKERS' COMPENSATION

- 53 The Contractor must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.

- 54 No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.

CONFLICT OF INTEREST

- 55 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified. East Hants is currently developing a *Code of Business Conduct* which, when implemented, will also become the responsibility of the Contractor to follow, in as much as it affects the delivery of these Services.

CART SERVICES

- 56 The Contractor will perform repair services to Green Carts. The Contractor will complete any combination (or all) of the following repairs to a Green Cart for a single all-inclusive Rate, provided they are all completed in the same instance.
- a. Replacement of wheels
 - b. Replacement of Axles
 - c. Replacement of vents
 - d. Replacement of lids
- 57 East Hants will purchase the repair parts and provide them, at no charge, to the Contractor. The Contractor will stockpile the parts and advise East Hants when parts are running low or are out of stock.
- 58 The Contractor will make repairs to Green Carts when directed to do so by East Hants through the issuing of the work order. The Contractor may perform the repairs at any location, but the intent is the repairs would be carried out at the Serviced Unit or nearby in a safe location. The Contractor must:
- a. Complete Repairs to Green Carts within 10 business days of receiving the work order;
 - b. Advise East Hants when the work is completed;
 - c. If the Green Cart has more damage than was expected, the Contractor must advise East Hants who will make the determination whether the cart should be further repaired or replaced; and
 - d. The cost of the repair may not exceed the Rate specified for repairs in the REMUNERATION section.
- 59 In the event that a repair to a Green Cart is the result of damage caused by the operations of the Contractor, not normal wear and tear, the Contractor shall perform the repair services at no charge to East Hants and shall reimburse East Hants for the cost of any parts they use from the stock provided by East Hants.
- a. If the Green Cart cannot be repaired, the Contractor shall reimburse East Hants for the full cost of a replacement Green Cart and shall deliver the replacement Green Cart at no charge to East Hants.
- 60 The Contractor will deliver a new Green Cart from the stock available at the WMC when directed to do by East Hants through the issuing of a work order.
- a. The cost of delivery of a Green Cart may not exceed the Rate specified for delivery of a Green Cart in the REMUNERATION section.
 - b. The work order may include instructions to pick up an existing Green Cart. This Green Cart must be returned to the WMC. The cost of picking up a Green Cart may not exceed the Rate specified for the pick-up of a Green Cart in the REMINERATION section.

- 61 Under no circumstances may the Contractor charge a resident or business directly for repair services to Green Carts, nor may they effect repairs without East Hants written permission.

PERFORMANCE

- 62 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at the Contractor's own expense, to comply with the terms of the agreement; or
 - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
 - d. East Hants may terminate the agreement in accordance with the Termination clauses herein.
- 63 The Contractor shall address complaints and missed stops on the same working day they occur where reasonably possible and all complaints shall be addressed within twenty-four (24) hours. It will be the responsibility of the Contractor to collect curbside materials that have been missed or improperly rejected within that 24 period.
- 64 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the Receiving Location or using third party evaluation services;
 - b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
 - c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;
 - d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants.
- 65 East Hants will measure the following performance characteristics during the Term of the agreement and will establish the minimum expectations that the Contractor will be expected to maintain, and preferably exceed, each year.
- a. Full completion of the Services each collection Day:

- i. Number of substantiated complaints of missed or late collection
 - ii. Time to correct missed or late collections
 - b. Cleanliness:
 - i. Substantiated reports of leaking of vehicle fluids or waste
 - ii. Time to clean up spills/leaks attributable to Contractor
 - iii. Substantiated reports of Green Carts and other waste receptacles not being returned to curb after emptying
 - iv. Mixed materials (Contamination or Comingling caused by the Contractor's handling of waste).
 - v. Improperly collecting rejected materials.
 - vi. Not applying educational stickers when not collecting waste
 - c. Customer Service:
 - i. Instances where the Contractor has planned changes to Customer Service representative but has not notified East Hants (vacations)
 - ii. Instances where more than three touches are required to resolve a customer service complaint. A touch is when East Hants has to contact the Contractor or East Hants is contacted by a member of the public more than once around a single incident. Typical 3 touches: East Hants receives a call, East Hants advises the Contractor and the Contractor advises East Hants once the issue is resolved.
 - iii. Where the percentage of all calls received by East Hants with respect to solid waste which are collection complaints is more than 25% in a monthly period. East Hants received approximately 144 calls per month and the current percentage of calls which are with respect to collection are about 20%.
 - iv. Substantiated instances where a Contractor's employee has not used appropriate PPE or has otherwise acted unsafely.
 - v. Unprofessional or rude conduct toward East Hants' staff or the public.
 - vi. Dishonesty or inappropriate behaviour, including taking items from curbside to retain for personal use.
 - d. Reporting:
 - i. Missing a deadline for a report.
 - ii. Failure to record appropriate information in a Log or report.
- 66 Without limiting the foregoing, East Hants expects that the Contractor will meet every deadline and provide all aspects of the Services within the timeframes and other parameters specified herein. Each instance where deadlines are not met or where an element of the Services is not provided as specified will be recorded and considered when determining acceptable Performance.
- 67 East Hants has a pre-established "report card" that will be used to monitor and report performance. Under this system, the Contractor will understand how we view their performance and where improvement of performance is required. East Hants has sole discretion over this performance monitoring and reporting system, but welcomes and expects input from the Contractor.

CHANGES TO LEGISLATION

- 68 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 69 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.
- 70 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.

- 71 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- a. A draft bill as part of any government departmental consultation paper;
 - b. A government bill or white paper;
 - c. A draft statutory instrument; Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - d. Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 72 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by East Hants acting reasonably and/or the ability of the East Hants to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then East Hants, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- a. Any necessary change in the Work;
 - b. Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - c. Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - d. Any loss of income that may result from the Change of Law;
 - e. Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
 - f. Any costs and/or expenses required or may no longer be required as a result of the Change of Law.
- 73 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by East Hants to the Contractor in writing in its sole discretion confirming any changes to the Contractor’s responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

CHANGE MANAGEMENT

- 74 East Hants shall be entitled in its sole and absolute discretion to make changes, alterations, and/or amendments to the Services. If East Hants deems it prudent to require a change to the Services, East Hants shall notify the Contractor of the change to the Services in writing.
- 75 Upon receipt of a notification of a change to the Services, the Contractor will, within 15 business days, advise East Hants of any effect the change may have on the Contractor’s ability to perform the contract. For greater certainty, discontinuation of Special Collections will have no impact on the overall value of the agreement as such costs are only incurred when those Collections are required by East Hants and have been performed satisfactorily by the Contractor.
- 76 In the event the change significantly reduces the scope of the agreement, such as the removal of a Waste Stream from the Services to be provided, the Contractor must identify any capital or other costs it will incur as a result of the reduction in Services and agrees to negotiate in good faith with East Hants with respect to:
- a. Reducing the impact of the change by reallocating or disposing of equipment made surplus by the change;

- b. Adjusting staffing as soon as practical after the change;
 - c. Making other reasonable changes to their operation to reduce input costs related to the Services which have been discontinued; and
 - d. Where changes cannot be made, the Contractor will provide clear evidence acceptable to East Hants (e.g. financial records) of any residual costs which cannot be mitigated and for which the Contractor expects to be compensated.

- 77 In the event East Hants and the Contractor cannot agree to settlement around costs related to discontinued Services, either party may request Dispute Resolution in accordance with the agreement.

- 78 East Hants wishes the Contractor to be efficient in the way the Services are performed. East Hants recognizes that the Contractor may, through the performance of the contract, identify new or alternative ways to meet the performance objectives of the agreement. In the event that a portion of the Services can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable requirements with the following to apply:
 - a. Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement;
 - b. East Hants may, in their sole discretion, request a trial period for a change prior to approving a permanent change. The Contractor may choose to proceed to a trial period or withdraw the request for a change;
 - c. If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected.

- 79 Notwithstanding anything else herein, East Hants reserves the right to introduce changes to the timing and frequency of the Services in an effort to introduce waste diversion, reduction, re-use, recycling, and composting programs. East Hants also reserves the right to introduce changes to the Municipality's Solid Waste Collection funding model. In the event such changes are to be introduced, East Hants shall provide the Contractor with 30 days' written notice of the intended changes. East Hants will work with the Contractor to establish a reasonable price correction appropriate to the nature and impact of the change, including, if the Contractor can demonstrate additional costs as a result of the change, an increase in fees.

- 80 East Hants recognizes that there will be instances where the Contractor cannot perform the Services, in whole or in part, due to circumstances beyond their control. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed and then to complete the activities as soon as possible.
 - a. If the Services cannot be completed because of an issue originating with East Hants, the affected resident or business. The Contractor must make reasonable effort to work around the issue and then inform the East Hants representative about the issue preventing the activity. The Contractor will complete the activity once the issue is resolved.
 - b. The inability of the Contractor to complete Services in a particular instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this agreement.

- 81 If the Contractor wishes to make a change to the Services which changes the Collection Day, areas or zones, or other major component of the Services or schedule, the Contractor will be responsible for the costs to communicate this change to residents and businesses. East Hants, in approving such a change, will determine the amount of advertising or other notification (including, possibly, direct mail) which is necessary to effectively communicate the change.

RESPONSIBILITY FOR DAMAGE

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

MAINTAINING SECURITY

- 83 The Contractor will be provided with keys, access cards, access devices, and security codes as necessary to perform the Services and which will be unique to the Contractor. The Contractor and their employees must take reasonable safeguards to ensure keys, access cards, access devices, and security codes are kept safe. In the event the Contractor or an employee loses a key, access card or access device, or discloses a security code, the Contractor must immediately inform East Hants so that corrective action may be taken. The Contractor may be held responsible for the consequences of lost or stolen keys, access cards, access devices, or security codes.
- 84 Without limiting the foregoing, the Contractor will be responsible for any costs associated with lost or stolen keys, access cards, access devices, and security codes. The cost to replace a key, access card, or to reprogram a security code will be billed to the Contractor at a rate of \$100.00 per instance. The Contractor will be billed at the actual replacement cost plus a 15% administrative charge to replace access devices such as remote openers.

SAFETY

- 85 At the beginning of the agreement, and as necessary through the Term, the Contractor, with the cooperation of East Hants where necessary, must:
- Perform a hazard assessment;
 - Remove or mitigate all known hazards;
 - Post any required warning signs or install any necessary guards or barriers;
 - Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
 - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
 - Design and provide traffic control, if required; and
 - Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.
- 86 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 87 Failure to consistently use, or to enforce the use of, appropriate personal protective equipment (PPE) in the performance of this work may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear, hearing protection (when required) and high visibility vests or similar clothing when performing such Services.

- 88 Collection vehicle employees must wear shirts and long pants while performing the Services.
- 89 Double Picking is not allowed under this agreement.

RIGHTS OF MATERIALS

- 90 All acceptable waste material set out for collection becomes the property of East Hants once it has been placed for collection. Neither the Contractor nor their staff will be permitted or entitled to salvage, claim, or possess any waste material collected as part of the agreement without the express written consent of East Hants

STORM DAYS

- 91 The Contractor will work with East Hants to determine if storm conditions warrant total cancellation prior to that day's start of collection Services. Where practical, the Contractor will attempt to complete the collection on the next possible business day or, after consultation with East Hants, some other day acceptable to East Hants, provided the collection is completed in same week as the original Collection Day was scheduled.
- 92 If storm conditions carry over such that the Collection Day could not be rescheduled in the same week, the next collection cycle for those routes affected by the cancellation would be entitled to double their normal Bag Limits.
- 93 In the event of storm conditions where a collection vehicle is unable to complete its scheduled route in its entirety, the Contractor must identify the name of road/street and last civic address collected and advise East Hants as soon as possible so that they may respond to resident's inquiries.

LIMITATIONS OF SERVICE

- 94 Anything over and above the specified Collection Limits must be dealt with by the owner/occupant of the Serviced Unit and are not the responsibility of the Contractor to collect.

DAYS AND TIMES OF COLLECTION

- 95 All times referred to in the agreement are the local time in Nova Scotia at the time the Services are being provided.
- 96 Unless otherwise provided for in this agreement, the Services shall be performed Monday to Friday inclusive, between the hours of **7:00 AM** and **5:00 PM**.
- 97 Once the schedule is established, the Contractor must complete collection to all Serviced Units scheduled for that Collection Day. The Contractor must maintain an appropriate amount of equipment and staff to complete the Services as scheduled.
- 98 The Contractor will provide a complete collection schedule acceptable to East Hants prior to commencing the Services. The schedule must be predictable and consistent. Once the schedule is finalised and tested, the Contractor will:
 - a. follow the pre-established route each Collection Day and in each area or zone that the Contractor has established; and
 - b. begin Services at the same time and at the same location each Collection Day.



- 99 East Hants understands that a Contractor may, from time to time, have to vary the route or timing of Services to accommodate for temporary or local conditions which would affect their efficiency in performing the Services. East Hants must be advised when this is the case.
- 100 Collection shall be conducted at each Serviced Unit provided that the solid waste is placed for collection in accordance with the provisions of East Hants' Solid Waste Bylaw.
- 101 Collection scheduled to occur on designated Federal, Provincial and/or Civic holidays as listed below may occur on these days under the understanding that the WMC is not open and waste would not be able to be unloaded.
- New Year's Day
Canada Day
Labour Day
Heritage Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Labour Day
National Day for Truth & Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
- 102 The Contractor may choose to provide Services on an alternate day for holidays. The schedule of alternate Collection Days will be determined between East Hants and the Contractor at the start of each year of the agreement.
- a. The alternate Collection Day will not be considered as an extra cost for this agreement.
b. All other holidays shall generally be considered as regular Collection Days.

SPECIAL COLLECTIONS

- 103 The Contractor will perform Special Collections when requested to do so in writing by East Hants. In most cases, the need for a Special Collection will be determined at the beginning of the year in which Services are to be provided, but not in all cases.
- 104 The Special Collection will be invoiced at the applicable Rate in the REMUNERATION section.

105 The Special Collections include the following:

Special Collection	Description
Christmas Tree Collection	This is the annual collection of Christmas Trees. Each Unit may place one Christmas Tree out for collection.
Electronics Collection	This is the Bi-weekly collection of Electronics from Units
Special Organics Collection	This is the unique, one-time collection of organic materials for all routes, above and beyond the bi-weekly limits. Examples of this type of collection include the collection of bagged leaf and yard waste, and may include the collection of clean wood and brush.
Special Garbage Collection	This is the unique, one-time collection of garbage, bulky items or residential renovation waste for all routes, above and beyond the bi-weekly limits. This is limited to approximately 2 cubic yards of material per Unit (about one ½ ton truckload).

CONDITIONS OF ROADS

- 106 The Contractor must provide Services whenever the roads are in a reasonable condition to be travelled upon.
- 107 The Contract includes the requirement to provide Services on private roads which are not maintained by the Province or East Hants.
- 108 In the event the Contractor believes any road, including a private road, is dangerous to travel on due to snow, ice, or general condition, they may immediately suspend service to that road but must advise East Hants immediately upon discovering the issue. They must restore Services as soon as is reasonable once the dangerous conditions are rectified.
- 109 In the event a Contractor determines that the condition of a private road is, or may soon become, unsuitable for travel, the Contractor must identify such roads to East Hants prior to next instance the Services are to be provided. East Hants will examine the road and, if they concur, will require the road owner to correct the situation in order to continue receiving Services. If East Hants disagrees, East Hants may require the Contractor to continue providing Services where:
- The condition of the road is similar to the conditions when the Contractor signed the agreement; or
 - The condition of the road is, in the opinion of East Hants, similar to other roads where no objection has raised; or
 - The condition is not unexpected (seasonal potholes, for example) and the Contractor has access to a reasonable contingency in order to be able to perform the Services (alternative vehicle, for example).
- 110 East Hants may decide to close certain municipal operations, including the WMC, when the CAO deems it prudent to do so. East Hants will provide notice to the Contractor by 7:30AM when the WMC will be closed for the day and will take reasonable steps to give the Contractor notice and to allow the Contractor access to the WMC to unload when the WMC will be closing early.

EQUIPMENT

- 111 The Contractor shall to supply the necessary number of curbside collection vehicles with drivers and other staff sufficient to perform the Services on each Collection Day in each area or one where Services are to be provided.
- 112 If the Contractor finds they cannot complete the Services as promised, they must add such equipment and labour as is necessary to be able to complete the Services, at no additional charge to East Hants.
- a. Such additional equipment and labour must be provided within a reasonable time after the deficiency is identified.
 - b. As lead-time for equipment can be long, the Contractor must make use of any equipment available for lease, rental or may, if East Hants agrees, make temporary use of used equipment until permanent equipment can be obtained.
- 113 The Contractor is solely responsible for all costs relating to the equipment necessary to complete the Services including, without limitation, acquisition and disposal costs; repair, maintenance and overhaul costs; all consumables including, without limitation, fuel, lubricants, and other fluids; insurance; licensing; washing; and storage/warehousing.
- 114 East Hants may view the Contractor's collection equipment at any time. Such viewing will not constitute a validation that equipment is safe, suitable, or otherwise operationally sound.
- 115 The collection vehicles are to be properly constructed and maintained to prevent the depositing of waste, waste by-products, hydraulic, or other fluids onto the road, street, sidewalk, driveway, shoulder or median during the performance of the Services.
- a. It is the Contractor's responsibility to immediately clean up any debris which falls from the collection vehicles onto the road or street or debris spilled in the process of tipping Green Carts or loading of bags or containers into the vehicle.
 - b. Moisture content of Organics is to be considered in the design and construction of collection vehicles. Liquid shall not be permitted to drain from collection vehicles.
- 116 The collection vehicles will not tow any trailer during the operations of this agreement.
- 117 All equipment supplied by the Contractor must be kept clean at all times. All equipment shall be properly washed at least once per week and more frequently if required.
- 118 No advertising may be carried on the Contractor's equipment. The name of the Contractor and business telephone number shall be affixed upon all equipment as well as such other information as may be permitted or requested by East Hants.
- 119 The Contractor is advised that all equipment to be used for the Services must have the TARE weight registered with East Hants. The Contractor will comply with all weighing procedures implemented at the WMC including inspection of loads, weighing upon entrance to the WMC and upon exiting the WMC after unloading each waste type, as applicable. East Hants will require that the three streams of material on the collection vehicle are to be weighed separately.
- 120 The equipment shall be painted on a regular basis to maintain an acceptable physical appearance, as required, to the satisfaction of East Hants.
- 121 All collection vehicles shall be designed so that the maximum height in the dumping position is approximately 6 meters and shall not cause damage to the facilities. All vehicles supplied in the

- performance of this agreement shall be equipped with strobe warning lights mounted at the left rear side of the vehicle and be equipped with lighting in such other locations as may be required by any applicable legislation or for safe operation of the vehicle. The lights shall be operated at all times during collection operations.
- 122 Collection vehicles must be equipped with appropriate emergency fire extinguishing apparatus, oil-absorbing agent, clean-up equipment for debris spillage including broom and shovel, and display on rear bumpers or other such prominent location a sign indicating that "THIS VEHICLE MAKES FREQUENT STOPS". All collection vehicles must display the company name and telephone number.
 - 123 All collection vehicles used under this agreement shall be designed so as to protect the material hauled from the weather and to prevent spillage of material from the vehicles during transport. The design of all collection vehicles shall provide for the complete separation of material streams to avoid Contamination or Comingling
 - 124 If the vehicles used for curbside collection of recyclable materials in this agreement are capable of moderate compaction, the Contractor must provide satisfactory evidence to East Hants that no damage will be caused by compaction to the recyclable materials.
 - 125 It is the responsibility of the Contractor to select proper Green Cart lifters and to properly install the lifters to ensure safe and effective operation and to prevent damage to the Green Carts. Green Carts must be emptied into the collection vehicles using lifters. The equipment the Contractor supplies must be of a universal type and must be compatible with all containers East Hants currently deploys.
 - 126 The Contractor shall exercise all reasonable care and precaution in handling Green Carts, waste containers and storage boxes used to store waste until Collection Day so as to prevent damage to them and to ensure that waste is not deposited on the street or highway. The Contractor shall be responsible for the replacement or repair of any Green carts, waste containers, or storage boxes damaged or destroyed by waste collection staff in the performance of the Services.
 - 127 The Contractor will be required to return any Green Carts that fall from lifters into the collection vehicle itself and cannot be removed until that vehicle is offloaded at the facility. Once retrieved, these carts must be returned immediately to the civic address from which they originated at no cost to East Hants.
 - 128 It will be the responsibility of the Contractor to submit to East Hants a complete list, (identification number, description, details, licence numbers, etc.) of the collection vehicles working on this agreement and to update it when the list changes.
 - 129 The Contractor will implement the fleet management plan specified in their proposal upon commencement of the agreement and will provide East Hants with regular updates as to their progress. The Contractor is responsible to ensure that all vehicles used in the performance of the work are in good mechanical order, are safe, and are free from leaks. No collection vehicle used in the Services, including spare collection vehicles, shall exceed ten years of age during the Term of the agreement unless specifically approved by East Hants, in writing.
 - 130 All curbside collection vehicles must be equipped with a real-time vehicle position and tracking system. East Hants will require real-time access to the Contractor's system to be able to locate and verify recent route locations. Any and all costs associated with providing such to this technology will be borne by the Contractor.
 - 131 All collection vehicles shall be equipped with two-way radios, cellular phones or other methods acceptable to East Hants for the driver of the vehicle to remain in communication with the Contractor's dispatch staff.

UNIT COUNTS AND ADJUSTMENTS

- 132 As per the Solid Waste Bylaw 4, all of the following are eligible for these Services:
- a. Single-family dwellings;
 - b. Multi-unit residential dwellings that constitute a unit in a duplex, rowhouse, or townhouse dwelling having street or road frontage;
 - c. Multi-unit apartment or condominium buildings;
 - d. Small commercial premises (Businesses); and
 - e. Schools (Institutional).
- 133 At the time of this agreement, there are approximately estimated 10,666 Units to which Services will be provided with the potential to service approximately 1,460 business Units and 10 schools.
- 134 Once each year, East Hants will review the number of addresses to which services will be provided. If the number of Units in a collection area increase by more than 100 units between reviews, the Contractor will be entitled to an increase in Rates which is reasonable to reflect the additional work. Conversely, if there is a net decline of more than 100 Units, East Hants may request a reduction in Rates which is reasonable to reflect the reduced work.
- a. Occupancy permits will be used to verify the number of new Premises.
 - b. Such review will be performed on or before the anniversary of the agreement's Effective Date.
 - c. There shall be no retroactive adjustments.
- 135 On roads which are not currently provided curbside service, the residents are required to bring their materials to the nearest serviced road. Each of these "unserved roads" will be counted as one Stop, but the number of Units on the road will determine the amount of waste that may be collected. For example, one road may have ten houses on it; this means one Stop but ten Units.
- 136 There are certain instances within East Hants where the Contractor will be required to collect next to, or behind the building, such as with certain apartments and businesses.

COLLECTION LIMITS

- 137 There are varying collection limits for Units depending on the type of Unit, residential, business or institutional. These limits are established in the Solid Waste Bylaw 4. For the purpose of this agreement, limits can be expressed as:

Bi-weekly Limits

Unit Type	Garbage	Recyclables	Organics	Bulky Items	Metal
Single Family Residential	5 bags	8 bags/bundles	-1 cart -6 cardboard boxes, paper compost bags of leaf & yard waste -5 bundles of branches or brush	3 items	-1 appliance -3 smaller items
Multi-Unit Residential	5 bags per unit	8 bags/bundles per unit	- 6 cardboard boxes, paper compost bags of leaf & yard waste - 5 bundles of branches or brush	3 items	-3 appliances -3 smaller items
Business	10 bags	16 bags/bundles	-2 carts -6 cardboard boxes, paper compost bags of leaf & yard waste -5 bundles of branches or brush	2 items	-2 appliances -3 smaller items
Institutional (Schools)	*No Limit	*No Limit	*No Limit	3 items	-3 appliances -3 smaller items

* Amounts collected must be recorded by the Contractor

- 138 Multi-unit residential buildings and multi-unit business addresses may collectively place waste curbside for collection. The total Bi-Weekly Limit for Stops with multiple Units will be calculated by multiplying the number of Units by the limits allowed. Examples of multi-unit addresses include, but are not limited to, apartments, condominiums, strip malls, office buildings, duplexes, etc..
- 139 A Unit which has a sign declaring itself a business is entitled to the Bi-weekly Limits afforded to a Business.
- 140 For the purpose of identifying reasonable volumes of non-bagged waste per Unit, each Unit may put out approximately three cubic yards or three large items (sofas, mattresses) each Collection Day.
- 141 Schools do not have Bi-weekly Limits for Garbage, Recyclables or Organics but the Contractor must record the amount of each waste stream they collect and report it using the form included as Exhibit 3.
- 142 East Hants may, by providing Notification to the Contractor in writing, make changes to, or provide temporary or permanent exceptions to, Bi-weekly Limits at any time during the Term should the Solid Waste Bylaw change.

PRIVATE ROAD & SEASONAL ADJUSTMENT

- 143 Unless specified as receiving Seasonal Curbside or End of Lane collection services, all roads receive Regular Curbside collection.
- 144 End of Lane collection Services are provided to the roads listed in Exhibit 6, *End of Lane Data 2022*.
- 145 Seasonal Curbside collection Services will be provided to roads listed in in this section. Such roads will only continue to be serviced if the condition of the road remains in reasonably good condition.
- a. If the condition of the road deteriorates to the point the Contractor object to travelling on it, such Services may be discontinued until the private road Owner can make adequate repairs.
 - b. East Hants will be the final arbitrator of whether the condition of the road is unacceptable or not; however, East Hants will work with the Contractor to understand their concerns when making this judgement.
 - c. Seasonal roads include: Alder Lane, Uniacke; Cockscomb Lake Drive South, Uniacke; Demmings Drive, Uniacke; Memory Lane, Uniacke; Coles Road (back half), Lakelands; Edward Drive, Enfield; Elmbel, Belnan; and Sleepy Hollow Lane, Enfield
- 146 Certain roads may not be suitable for regular curbside collection using a regular sized collection vehicle, especially during the winter months, in icy and/or snowy conditions. The Contractor must provide Services for these roads with a separate or smaller vehicle if deemed necessary by East Hants.
- 147 Any year-round roads added to the collection routes will be treated in the same manner as the current roads when it comes to street conditions. There will be no extension of Services to any roads which are not in acceptable condition prior to the extension of Services and the roads must be kept in acceptable condition, in East Hants opinion, year-round.
- 148 There will be no increase or decrease in payments made to the Contractor as a result of added or subtracted roads, only for increased or decreased number of Residential and Business Units.

FUEL ADJUSTMENT

- 149 A fuel adjustment will be made when there is a difference between the Benchmark Price and the Monthly Average Price as follows. The adjustment will be reconciled at a frequency acceptable to both parties.
- 150 The adjustment (upward or downward) will be determined by the monthly average wholesale selling price for diesel fuel in Zone 1. These averages will be calculated using the weekly Wholesale Selling Prices according to the Nova Scotia Petroleum Price Schedule as found on the Nova Scotia Utility and Review Board website:
- <https://nsuarb.novascotia.ca/mandates/gasoline-diesel-pricing/historical-prices>
- 151 The average fuel price for the month of February 18, 2022 will be considered the Benchmark Price (BP). East Hants will calculate the average fuel price, or Monthly Average Price (MAP), for the month under consideration for the adjustment. The Benchmark Price will be subtracted from the Monthly Average Price. If the remainder is positive, the Contractor is entitled to a surcharge amount. If the result is negative, East Hants is entitled to a credit. If the amount is zero, no surcharge or credit is assessed. East Hants has included an Excel file which it uses to this purpose as Exhibit 4.
- 152 The volume of fuel consumed in performing these Services will be reported by the Contractor in litres. East Hants reserves the right to audit records related to fuel consumption at any time during the Term.

- 153 The result determined by subtracting the BP from the MAP is multiplied by the volume of fuel used during the period in question to determine the amount of the surcharge or the credit.

Example: For the period March 1 to March 31, the Contractor uses 488 litres of fuel.

Example Benchmark Price (BP) = \$1.636/l

Example March MAP = \$1.523/l

$\$1.523 - \$1.636 = (\$0.113)$ difference per litre

$(\$0.113) \times 488 = (\$55.144)$ for fuel credit for the period

EXPECTATIONS AT COLLECTION POINTS

- 154 The Contractor shall return reusable garbage containers, receptacles, lids, and Green Carts to the location from where they were picked up immediately after depositing their contents into the collection vehicle.
- Collection staff will ensure when returning containers, receptacles or carts that they do not block mailboxes or access to driveways.
 - The cart lids shall be closed by the Contractor upon return of the carts to the location from where they were picked up (the distance shall not exceed 5 metres from the edge of the street, sidewalk or roadway).
 - On high wind days that could potentially blow the containers, receptacles or carts into the road, the collection staff shall place them on their sides a minimum of two metres off the road with the hinge side up, where possible.
- 155 In the event that garbage or recyclables are placed in collection boxes at roadside to prevent them from being scattered by animals and birds or weather conditions, the Contractor shall collect these materials and take reasonable care to replace any garbage containers in the collection boxes and secure the covers.
- 156 The Contractor shall collect from storage bins that are placed at larger apartment units (multi-units, row housing, etc.) providing that the owner of these facilities provides proper storage receptacles and accessibility for collection vehicles. The Contractor will be required to enter private properties to access these facilities.
- 157 The Contractor is not responsible for untidiness at Collection Points that was created by the actions of others or animals, however they are responsible to clean up any debris that is a result of the Services or that may be spilled when the Services are provided.

WASTE MANAGEMENT CENTRE (WMC)

- 158 The East Hants Waste Management Centre (WMC) is located at 1306 Georgefield Road. The hours of operation are: Monday to Friday 8:00 AM to 4:00 PM. and Saturdays 8:00 AM to 2:00 PM.
- 159 The Contractor will not be required to pay tipping fees related to materials collected under this agreement.
- 160 East Hants will not compensate the Contractor for any wait times at the WMC.
- 161 If the Contractor is delayed in the completion of the Services by any act or neglect of East Hants, or by changes ordered in the Services, then the time of closing for the disposal site in Georgefield may be extended for such reasonable time as the Contractor may request.

- 162 If the Contractor is delayed in the daily completion of the Services by equipment breakdown, insufficient equipment, or insufficient, or inadequate or incapable labour, such delay shall be rectified immediately by the Contractor at their own expense. If such a delay shall require additional operating hours at the WMC, the cost of this additional time shall be borne by the Contractor. The Cost to delay closing to accommodate the Contractor is \$100.00 per hour.
- 163 All materials shall be collected from the curb by 5:00 PM on the day specified for collection.
- 164 Failure by the Contractor to collect waste on any route or any part thereof shall be reported by the Contractor to the Municipal Office and to the WMC before 4:00 PM in the afternoon on the day such failure occurs. The Contractor will provide reasons for the failure.
- 165 The WMC shall remain open to the Contractor to the extent possible during periods of inclement weather or reduced road conditions. The Contractor must have a contingency plan for dealing with partial loads of waste in the event they are not able to empty their vehicle at the WMC due to poor weather.

TERMINATION

- 166 East Hants may terminate this agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 167 Notwithstanding the above, East Hants may terminate this agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 168 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 169 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 170 Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein. East Hants will only be responsible to pay the Contractor for work done up to the date of Termination. No party shall be liable to the other for any other expenses incurred, damages sustained, or any other costs related to Termination.

PERFORMANCE BOND

- 171 The Contractor must provide a Performance Bond as security for this agreement within 10 days of the Effective Date. Such Performance Bond must be effective for a minimum of two years, after which the Contractor must obtain a new Performance Bond or one year extension of the existing Performance Bond for each year of the Term until the Term ends.

- 172 All costs of purchasing and administration for the Performance Bond(s) are the responsibility of the Contractor.
- 173 The Performance Bond must be an electronic bond provided in a format acceptable to East Hants and must be executed by a duly licensed Surety Company in an amount equal to 50% of the estimated annual value of the agreement;
- 174 The Surety Company shall be duly licensed to carry out business in the Province of Nova Scotia; and
- 175 The Contractor's inability or unwillingness to obtain a Performance Bond at any time during this agreement may be cause for Termination.

RECEIVERSHIP

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

ASSIGNMENT

- 177 The Contractor may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers which are attempted to be made to this agreement without such permission will be void.

ENTIRE AGREEMENT

- 178 The agreement, together with the Exhibits and Schedules, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific agreement.

INTERPRETATION

- 179 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the agreement. Any numbers or changes of gender will be interpreted in context.

NOTIFICATION

- 180 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.

- 181 The Notifications shall be addressed as follows:

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

Municipality of East Hants
RFP50458 - Curbside Collection Services 2023
230-15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Manager of Solid Waste

- b. By email to East Hants:

Primary: atrask@easthants.ca
Cc: mhatfield@easthants.ca

- c. By mail to the Contractor:

<<Company Name>>
RFP50458 - Curbside Collection Services 2023
<<Address>>

Attention: <<Name>>

- d. By email to Contractor:

Primary: <<email address>>

GOVERNING LAW

- 182 The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

ENUREMENT

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

SEVERABILITY

- 184 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

DISPUTE RESOLUTION

- 185 In the event of a disagreement regarding any aspect of the Services under this agreement:
- The Contractor must promptly deliver written notice of disagreement to East Hants. Such notice must contain the particulars of the disagreement, any changes in time or amounts claimed, and reference to the applicable provisions of this agreement;
 - The Contractor shall continue to deliver the Services in accordance with East Hants' instructions; and
 - The Contractor and East Hants shall attempt to resolve the disagreement by negotiation conducted in good faith. The parties shall negotiate firstly at the level of the Contractor's project representative for each party. If such negotiations are unsuccessful, the parties may escalate the negotiations to the level of a principal of the Contractor firm and a Director at East Hants;
 - If the parties cannot settle the disagreement, the Contractor may ask East Hants for a written decision regarding their dispute and, within 14 days of receiving that request, East Hants must deliver such decision to the Contractor, in which they shall set out the particulars of their response and any applicable clauses of this agreement upon which they base this decision;

- f. If the Contractor rejects the decision, the parties may refer the matter to arbitration in accordance with *The Commercial Arbitration Act* of Nova Scotia.
- g. Negotiations conducted under the dispute resolution provisions of this agreement are without prejudice to either party's other rights under this agreement or at law.

WAIVER

- 186 The waiver or breach of any provision of this agreement shall not form precedence for future breaches of that provision or any other provision of this agreement.

SIGNED hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONTRACTOR LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

