

Parks, Recreation & Culture

REQUEST FOR QUOTATIONS

Snow and ice Control,
Lloyd E. Matheson Centre & Aquatic Centre
RFQ50502

Release date: August 12, 2022

Quotations will be received up to
3:00:00 pm local time on September 2, 2022

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Municipality of East Hants
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1. INSTRUCTIONS TO BIDDERS

1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants ("East Hants") requires Snow and Ice Clearing ("SNIC") Services for Lloyd E. Matheson Centre and East Hants Aquatic Centre properties in Elmsdale, NS, as further described in Section 2, Statement of Requirements (the "Services"). To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to possibly supply these Services.

1.2. DEFINITIONS

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

1.3. QUOTATION DEADLINE & SUBMISSION REQUIREMENTS

- 1.3.1. Quotations will be received up to 3:00:00 pm local time on September 2, 2022 by upload only using the East Hants online procurement application.
- 1.3.2. The Bidder is responsible for uploading and submitting all documents by closing time. The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder's failure to submit documents by closing time for any reason.
- 1.3.3. Remember to sign the bid form. Electronic signatures are acceptable.
- 1.3.4. Prior to submitting their Bid, Bidders are to review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

1.4. INQUIRIES

- 1.4.1. All questions or requests for additional information or clarifications regarding this Request for Quotations shall be in writing, preferably by email, to the attention of:

Michael Hatfield
Procurement Officer
Municipality of East Hants
Email: mhatfield@easthants.ca
- 1.4.2. East Hants will provide clarifications and additional information, if required, by way of Addenda.
- 1.4.3. Inquiries and questions will be accepted up until **11:00 am local Nova Scotia time on August 25, 2022**.
- 1.4.4. Bidders are solely responsible to ensure that any such inquiries are received by East Hants as described above. East Hants will not be responsible if a Bidder acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

1.5. SITE BRIEFING

- 1.5.1. East Hants will have a site briefing on August 18, 2022 at 10:00 am.

Location: 14 & 15 Commerce Court
Elmsdale, NS

Bidders to meet inside the Lloyd E. Matheson Centre in front of the library.

- 1.5.2. Bidders who do not attend the site meeting will not be precluded from submitting a Bid. This is the only opportunity to examine the locations with staff and individual requests to review the scope will be refused.

- 1.5.3. Prospective Bidders planning to attend the meeting should register by emailing the following information to East Hants to procurement@easthants.ca no later than the business day prior to the briefing:

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

- 1.5.4. Attendees to the site briefing must come prepared with high visibility clothing (vest or jacket, for example).
- 1.5.5. The briefing may be cancelled if East Hants does not receive confirmation to attend by any prospective Bidders by the deadline specified above.

1.6. WITHDRAWING OR MODIFYING A BID

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

1.7. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE)

- 1.7.1. This document and Request for Quotation process does not constitute a call for Tenders. This RFQ process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.7.2. This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.7.3. All Quotations become the property of East Hants once submitted.
- 1.7.4. Late Quotations will be rejected and will be returned unopened. Incomplete Quotations may be rejected.



- 1.7.5. Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.7.6. Bidders undertake any expenditure related to the submission of a Quotation at their own risk. The Bidder is responsible for all costs associated with preparing and submitting this Quotation. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Quotation.
- 1.7.7. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Quotations. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 1.7.8. East Hants does not bind itself to accept any Quotation, but may accept any Quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's Quotation. East Hants may:
- reject any or all of the Quotations;
 - accept any Quotation;
 - if only one Quotation is received, choose to accept or reject it;
 - choose not to accept the lowest bid price;
 - alter the schedule, RFQ process, or any other aspect of the RFQ, as it may determine in its sole and absolute discretion.
- 1.7.9. Without limiting the preceding in any way, East Hants may accept any Quotation or any portion of any Quotation. East Hants reserves the right to reject any Quotation that, in its sole discretion, is not in the best interests of East Hants.
- 1.7.10. East Hants reserves the right to waive formality, informality or technicality in any Quotation. This includes the right to accept a Quotation that is not compliant with the instructions in the Request for Quotations document.
- 1.7.11. East Hants reserves the right to amend this Request for Quotation document at any time before the Request for Quotation's closing date and will issue an addendum in the event of a change.
- 1.7.12. East Hants reserves the right to negotiate, after the Request for Quotation's Quotation Deadline, with any Bidder and to finalize service arrangements in the best interests of East Hants.
- 1.7.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Quotations.
- 1.7.14. East Hants reserves the right to interpret any and all aspects of this Request for Quotations as may be most favourable to East Hants.
- 1.7.15. Should a Bidder find any discrepancies, errors, or omissions in this RFQ, or if a Bidder is unsure as to the meaning of anything in this RFQ, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Bidders, in an addendum.

- 1.7.16. It is the responsibility of the Bidder to be sure they understand the requirements prior to submitting a Quotation and before the deadline for questions has passed. Insurance requirements, if any, should be reviewed by the Bidder's insurer.
- 1.7.17. East Hants may cancel the RFQ process at any time, for any reason, in its sole discretion. In the event that an RFQ process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Bidder or potential Bidder.
- 1.7.18. Vendors or suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this RFQ and any RFQ which features a subcontractor who is disqualified from bidding may also be rejected.
- 1.7.19. In providing a Quotation, the Bidder warrants that their Quotation is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Quotation is to be provided may discuss the subject matter of a competition with any East Hants' staff member, Councilor, consultant, or any person involved in the procurement process, evaluation, or award, other than the designated contact or their designate. Under no circumstances may a Bidder extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
- 1.7.20. Bidders must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the RFQ process, including the influence of award. East Hants may disqualify a Bidder, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Quotation has engaged in any conduct prohibited by this RFQ.
- 1.7.21. Bidders shall indemnify and save harmless East Hants, its officers and its employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Bidder or their servants in the preparation of their Quotation and/or in the course of delivering Services.
- 1.7.22. Bidders are advised that no commitment to purchase Goods or Services shall exist until the successful Bidder is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.7.23. The procurement of Services, if any, resulting from this RFQ will require a written agreement between the parties. Unless otherwise agreed to in writing by East Hants, the terms and conditions of the attached sample agreement shall be the basis for such agreement. Any objections to such terms and conditions must be clearly set out in Bidders' Quotations. In the absence of such objections, East Hants will assume that the Bidder accepts such terms. The extent to which a Bidder accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Quotations. Any Quotation may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 1.7.24. Bidders are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFQ may be subject to disclosure under *FOIPOP*. Bidders may identify any confidential information in their Quotations or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their Quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFQ process, including the evaluation of Quotations. Bidders are further advised that East Hants may make public the names of any or all Vendors and intends to publish the name of the successful Bidder and the total value of any contract entered into with the successful Bidder. If a Bidder has any questions about the collection and use of information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.



- 1.7.25. In submitting a Quotation, the Bidder has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. In addition, the Bidder confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Bidder shall have any claim for compensation of any kind whatsoever as a result of participating in this RFQ and by submitting a Quotation each Bidder shall be deemed to have agreed that it has no claim.
- 1.7.26. Submitting a Quotation shall be deemed proof that the Bidder was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFQ. East Hants will not be liable for claims made by a Bidder that they were uninformed or unaware of the requirements, terms or conditions of this RFQ.

1.8. QUOTATION OPENINGS

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

1.9. QUOTATION VALIDITY

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

1.10. PRICE

- 1.10.1. The Prices provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.10.2. The Rates must represent all costs which the Contractor will charge to operate the equipment in order to provide the Services, including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, training, fuel, maintenance, equipment costs, and any other such costs. Except for materials where specified, the Rates must also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the services in a timely fashion.
- 1.10.3. The Bidder is to provide Hourly Rates for the snow and ice control operations described in the Statement of Requirements: Hourly Rates for labour using small equipment (snowblower, etc.) and manual labour (shovels), and Hourly Rates for snow and ice control operations using plow truck or other similar equipment (e.g. skid steer).
- 1.10.4. The Bidder will also provide the Rate they will charge for salt per tonne, the Rate they will charge for grit per cubic metre, and the Rate for salt/grit mix as specified in the table in Appendix A.
- 1.10.5. The intent is that the vendor will invoice for their labour separately from the cost of grit, salt or grit/salt mix. The spreading of salt, for example, will be charged as two components; the time spent spreading (labour) and the tonnes of salt spread.

1.11. QUOTATION REQUIREMENTS

- 1.11.1. The Bidder must familiarize themselves with the existing conditions and the Requirements before submitting a Quotation. Ignorance of existing conditions will not be accepted as a basis for any claims for extra compensation during the term of the contract. Bidders are expected to understand the requirements and submit their Quotation accordingly. If something is unclear, please ask a question.



- 1.11.2. East Hants needs to understand if the Bidder has the capacity and capability to complete the Services. To do so, East Hants have included a questionnaire in Appendix B which the Bidder must fill out and which will be used when evaluating the quotation. A Bidder may provide additional information if they feel it is relevant to their response.
- 1.11.3. The Bidder must complete Appendix C, the Safety Questionnaire.
- 1.11.4. Bidder must provide three recent examples, in the format specified in Appendix B, of where they have provided similar services to other organizations. Examples where the most recent activity is less than two years ago are preferred.
 - 1.11.4.1. East Hants may not be used as an example in this context, however East Hants may consider their own experiences with Bidder for this type of work when evaluating the Bidder's response and the Bidder may mention the work they do or have done for East Hants when discussing experience;
 - 1.11.4.2. The examples are to demonstrate the capability, capacity, and quality of the work the Bidder is capable to perform;
 - 1.11.4.3. The companies used as examples may be contacted for references. Please include current contact information if known. If you do not know the current contact information because the contract is finished, please indicate so; and
 - 1.11.4.4. If the three examples cannot be used as references for any reason, in particular if they are no longer in business or over two years old, please include additional current references whom we may contact, regardless of the nature of work.
- 1.11.5. Bidders must complete and submit with their Quotation Appendix A, the Quotation Form, Appendix B, Bidder Information, and Appendix C, the Safety Questionnaire.
- 1.11.6. In addition, the Bidder must complete any table, Schedule or Appendix identified in the RFQ. The Bidder may include any tables or attachments it feels will help clarify their Quotations above the minimums identified in the RFQ document.
- 1.11.7. Bidders must indicate whether they are the sole undertakers of the work or whether other Vendors or service providers will be used. All vendors and service providers shall be subject to approval by East Hants.
- 1.11.8. East Hants may, without creating an obligation to any Bidder, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Quotation or from any Bidder, prior to award.
- 1.11.9. The Successful Bidder may be required to show proof of insurance. Insurance requirements form part of the Sample Agreement in Appendix D.
- 1.11.10. The Successful Bidder will be required to accept and sign the Sample Agreement included with this RFQ package. Failure to comply with the conditions in this agreement may result in the rejection of the Bidder's quotation or the cancellation of award. Please examine the sample agreement carefully and ask questions if you do not understand any of the obligations.



1.12. QUOTATION EVALUATION

- 1.12.1. East Hants will review each compliant Quotation and assign it points up to the maximum number of points available for each criterion. The points will be assigned based on the information provided by the Bidder, East Hants' understanding of the information submitted by the Bidder, East Hants' understanding of its needs, and, in East Hants' sole opinion, how well the Quotation addresses those needs.
- 1.12.2. In determining best value, East Hants may consider any part of the Bidders Quotation, including all attachments, omissions and submissions, as well as any references or past experience East Hants may have with the Bidder in similar circumstances. Bidder must score a minimum of 30 points on the Written Response to qualify for award.
- 1.12.3. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may be selected for award.

Criteria for Services Award	Available Points
Price (exclusive of HST)	50
Written Response, comprised of the following;	50
<i>Quality (Examples / Experience)</i>	10
<i>Capacity and capability (staff, equipment, methodology, training and safety information)</i>	35
<i>Value (overall value of the Bid based on an understanding of the Service levels promised and Rates)</i>	5
Total Points:	100

- 1.12.4. The Rates will be compared as follows:

- Bidders may provide pricing for grit or salt/grit mix in whatever format they wish (Cubic Metres or Tonnes). When comparing Rates, East Hants will use the conversion that one cubic metre of grit will weigh approximately 1.6 tonnes; East Hants will base its decision to convert based on the greater number of Bidders who provide prices in one unit of measure versus the other.
- Salt/grit mixture will not be compared when calculating the estimated price of services (no data on usage), but may be considered when considering Value.
- The number of hours for plow/spreader truck and operator estimated for all Locations will be multiplied by the Hourly Rate for snow clearing and ice control using plow/spreader equipment in each year to determine the labour price for that year. The labour prices for each year (including optional years, if any) will be added together to find the estimated plow labour price for the Term.

- The number of manual labour hours estimated for all Locations will be multiplied by the Hourly Rate for snow clearing and ice control using manual equipment in each year to determine the labour price for that year. The labour prices for each year (including optional years, if any) will be added together to find the estimated manual labour price for the Term.
- The total tonne of Salt which we estimate are used annually for all locations will be multiplied by the Rate for Salt in each year to determine the cost for Salt for that year. The cost for salt for each year (including optional years, if any) will be added together to determine the estimated cost of Salt for the Term.
- The estimated cost for plow/spreader labour for the Term will be added to the estimated cost for manual labour and the estimated cost for Salt for the Term to determine the Estimated Price for the Term. Price will be evaluated as described herein.

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

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

1.12.6. Any award related to this RFQ will be subject to final approval by the Chief Administrative Officer (CAO) and, in some cases, further approval by Council.



2. STATEMENT OF REQUIREMENTS

2.1. GENERAL

- 2.1.1. The Contractor will supply snow and ice control services (the “Services”) as described herein at the Rates specified at the Locations specified. The Locations include the Lloyd E. Matheson Centre and the East Hants Aquatic Centre.
- 2.1.2. The Services will typically be performed between November 1st and April 30th (the winter season), if and when required, due to actual or pending weather events such as snowfall and icy conditions, or where otherwise requested by East Hants. East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed.
- 2.1.3. The Contractor warrants that their Rates represent the total cost to provide the Services and include all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, travel time, delivery the Location specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, materials, and any other such costs that may apply, for which the Contractor wishes to be reimbursed. The Rates, where specified, also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 2.1.4. Rates will be charged based on the actual number of hours, or part there-of, or materials, or portion thereof, required to actually complete the Services.
- 2.1.5. East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement. East Hants may, during the Term, provide additional direction or correction with respect to the frequency and quality of the work during snow events.
- 2.1.6. The Contractor shall be responsible to:
 - 2.1.6.1. Monitor weather conditions and initiate response based on the specified triggers;
 - 2.1.6.2. Develop and continually refine a snow and ice control plan for the properties. The plan will include:
 - 2.1.6.2.1. Determining the best type of ice control products to use in typical storm events;
 - 2.1.6.2.2. Determining the frequency and density of application of ice control products, being conscious of the need to efficient in the use each type of product; and
 - 2.1.6.2.3. Determining the response times and frequency of snow clearing activities based on our safety goals, desired levels of service, and the efficiency of the overall program.
 - 2.1.6.3. Direct, supervise, and perform the work in accordance with the requirements of the agreement.
- 2.1.7. The Contractor declares they understand these requirements and has thoroughly examined the existing conditions where the Services will be performed. The Contractor understands East Hants will not agree to any request for increase in rates or delay to completing the Services on the basis that the Contractor was unaware of the conditions or the requirements.

2.2. SERVICES

- 2.2.1. Once a snow or ice event commences, the Contractor will monitor and visit each Location to determine if the Services are required. The Contractor must use reasonable judgment in determining if the conditions require the Services to be performed. East Hants and the Contractor agree to work together to refine when Services are required once the Contractor has experience in the conditions.
- 2.2.2. **Snow and ice control around entrances, doorways, sidewalks and other access points:** snow will typically be cleared by use of a shovel or small powered equipment. Entrances must be cleared of snow and ice so there is clear access to all doors, so the doors may be opened fully, and so that there is no obstruction of view or movement when exiting the building. Sidewalks and walkways will be cleared of snow to a minimum width of 42" and all ramps, connections to other sidewalks, and exit points must be thoroughly cleared of snow and ice. There are two Rates for this Service. **Rate 1** includes one labourer and associated powered equipment. **Rate 2** includes one labourer and associated manual equipment (shovels, scoops, etc.).
- 2.2.3. **Snow clearing parking and driveway areas:** This includes all aspects of clearing the parking lot and driveway areas of snow (plowing, back blading, etc.) and for providing ice control (ice control product spreaders). The Rate for this Service includes one operator and all of the associated equipment and costs but does not include the ice control products.
- 2.2.4. **Salt:** This is the Rate per tonne to supply salt. The cost to apply the salt is included in the Hourly Rate(s) for snow clearing.
- 2.2.5. **Salt/grit mixture:** This is the Rate to supply a mixture of salt and grit for ice control. This product is typically only applied when the temperatures are too cold for salt to work on its own. The cost to apply the salt/grit mixture is included in the Hourly Rate(s) for snow clearing.
- 2.2.6. **Grit:** This is the Rate to supply grit for ice control. This product is typically only applied when the temperatures are too cold for salt to work. The cost to apply grit is included in the Hourly Rate(s) for snow clearing.
- 2.2.7. **Escalation, Ice Control products:** As the cost for salt can be volatile, East Hants will consider a price increase, upon written request from the Contractor, in the Rate paid for the ice control products for Year 2 or Year 3 if the Contractor can demonstrate to East Hants' satisfaction that the Contractor's price has increased more than 10% from the average cost paid in Year 1. Similarly, East Hants would expect a decrease in the stated Rate if the cost of ice control products were to reduce for either Year 2 or Year 3 by more than 10%. This increase or decrease will only be calculated on the cost of ice control products delivered after the request to change the Rate has been approved. A change in the Rate for salt or salt/grit mixture will have no impact on other Rates.

2.3. LLOYD E. MATHESON CENTRE

Estimated Plow/Spreader Hours per Season:	70.5 Hours
Estimated Salt per Season:	46.3 Tonne
Estimated Manual Work per Season:	88 Hours

The Lloyd E. Matheson Centre ("LEM") is located at 15 Commerce Court, Elmsdale. While it is the primary home of the Municipality of East Hants' administrative staff, it also has several tenants that supply services

to the wider public, including the certain tenants such as Nova Scotia Health Authority and the Colchester East Hants Public Library, which operate hours that are different than those of the Municipality.

The hours of operation for such tenants may change throughout the year and East Hants will advise the Contractor when and if such changes occur. As of the date of this Agreement, the following table describes the opening and closing times accounting for all tenants.

Day of Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time	6 am	7 am	6 am	6 am	7 am	9 am	Closed*
Closing Time	6 pm	10 pm	6 pm	10 pm	6 pm	4 pm	Closed*

LEM Centre is the primary location for the Emergency Coordination Centre (“ECC”) for East Hants in the event of an emergency. In the unlikely event that the ECC is activated, the Contractor will be required to provide these Services throughout the activation and until the ECC is closed. The Contractor agrees to give East Hants top priority for snow and ice control services in the event of the activation of the ECC.

The Contractor is responsible to clear to full width and maintain all of the sidewalks immediately adjacent to the LEM Centre in order to maintain safe access to the heating and cooling units, oil tank, emergency exits (five, including the one adjacent to the main entrance), garbage bins, book drop-off for the library, each side of the main entrance, and sidewalk access to parking areas, including providing for ice control and traction. The Contractor is not responsible for the sidewalk which runs parallel to Commerce Court except to ensure a smooth transition between it and the areas for which they are responsible.

The Contractor is responsible to clear and maintain the entire parking area beginning at the entrance to the parking area from Commerce Court and encompassing the entirety of the lot, including ice control measures such as the application of ice control products. Extra care will be taken to ensure the entry to the parking area from Commerce Court is cleared to the curb in both directions as buildup of ice and snow in this area affects the ability for traffic to flow.

The expectation is that all areas will be cleared to bare pavement for the beginning of each workday and that snow shall be cleared at the intervals established in the snow and ice control plan throughout the work day.

The Contractor will remove snow curls which prevent a vehicle from moving forward or backward when the threat of imminent freezing might prevent the vehicle from being removed by their owner within one hour of the typical closing of the building. The Contractor will note any vehicles left in the parking lot and will take a final pass after the building has closed and will remove any remaining snow at that time.

The Contractor is not responsible to provide access to Municipal vehicles by clearing snow immediately around or between vehicles. East Hants will try to move vehicles after each storm so the areas where they were parked can be cleaned out. The Contractor may clear spots they notice and East Hants will advise when the remaining vehicles have been moved.

Additional Location Information:

- There are six drains in the parking lot that must be kept clear and free to drain, in particular four along the edge of the parking lot closer to the 214 and two that are close to the building.

- There is a curb near the entrance to the parking lot which is relatively exposed. The Contractor will need to note the position in order to avoid damaging this corner during operations.
- The area in front of the door to the shed and a path to the sidewalk must be cleared and maintained.
- The “no parking” area adjacent to the entrance (shed side) must be kept clear at the same frequency as the sidewalks adjacent to the building.
- The “no parking” area between the spaces reserved for municipal vehicles is reserved for pedestrian traffic and a path (minimum 30”) must be cleared through this area with the same frequency as the sidewalks and ice control products applied. While this is not wide enough for a plow, it must be fully cleared when the parking lot has been completed
- The Contractor is to take special note of all accessible parking spots and ensure that they are cleared of snow and have had ice control products applied during open hours.
- The Contractor must maintain access to the waste bins so they may be emptied by our waste collection provider.
- The Contractor must maintain access for the rolling carts to be stored near the waste bins.

It is recommended that the contractor make notes or make recordings of any existing damage to the curbs to avoid disputes.

The snow will need to be pushed up over the curb (to avoid it building up in the parking area).

The Muster Point (indicated by a sign) may not be blocked by snow.

Spring Maintenance will depend on the extent of the damage caused by the operations of the Contractor. Typical repairs include soil reinstatement and seeding (sodding, if the damage is extreme) along the sidewalks.

2.4. AQUATIC CENTRE

Estimated Plow/Spreader Hours per season: 47 Hours

Estimated Salt per season: 42 Tonne

Estimated Manual Work per season: 81 Hours

Located at 14 Commerce Court, Elmsdale, NS



Aquatic Centre opening and closing times:

Day of Week	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Opening Time	6 am	6 am	6 am	6 am	6 am	6 am	6 am
Closing Time	10 pm	10 pm	10 pm	10 pm	10 pm	10 pm	10 pm

The following Services are to be completed approximately one hour prior to the normal opening time for the Aquatic Centre, as necessary during its operating hours, and for a half hour after the closing time. The Contractor is responsible to perform such Services at other times as necessary to ensure that the Aquatic Centre is ready to open at its next scheduled opening time.

The large concrete area which abuts the parking area includes a small section of sidewalk and includes the large area shown running down the side of the Aquatic Centre. The intent is to provide safe pathways from the parking areas and drop off areas to the main Aquatic Centre entrance. These will need to be cleared of snow and treated for ice control on a regular basis during the hours of operation and at least a an hour before opening and a half hour after closing. There are two planted islands planned in this area which the Contractor will have to work around. Note that there are depressed concrete areas and access to the wheelchair parking spaces which may need to be hand-cleared.

The end of the roof sometimes develops icicles or other heavy loads of snow and ice. The sidewalk beneath will be blocked off to prevent use during those times when the risk of snow load or ice is present. The Contractor will not need to clear the sidewalk when the barriers are in place. When the barriers are in place, an alternate emergency exit path will be required. This will exit from the emergency exit door perpendicular to the building and come out to a gravel path, which the Contractor will delineate using flags or other methods acceptable to East Hants, leading to the muster point. The Contractor will clear snow and apply ice control products to keep the path safe in case an emergency were to occur. The Contractor shall take note of the adjacent splash pad and related concrete channels in their safety plan for the work.

~~From main entrance alongside the building, the Contractor must clear a pathway of approximately 36" alongside the entire building must be cleared (side facing the park). This pathway will connect to the rear concrete apron. Snow in this area must be blown clear of the filled drainage trench next to the side walk. Care will have to be taken not to damage the glazing which runs by the sidewalk. All doors exiting onto this pathway will need to be able to be opened fully.~~

The Contractor is responsible to clear snow and provide ice control for the entire parking area and laneways which lead into the LEM Centre parking lot, including the drop-off lanes for the Aquatic Centre and Couriers. The laneways have several concrete islands installed to direct traffic flow; the Contractor must take care not to damage these fixtures and may wish to install markers each season to identify them to their employees. Any such markers must be removed after the last snowfall or no later than April 30th.

The Contractor is responsible to clear snow and provide ice control the paved driveway leading to the rear of the Aquatic Centre and paved turn-around areas. The intent is to make sure the paved areas are cleared to allow for deliveries of chemicals and equipment and to make sure all doors from the enclosed equipment area can open onto the paved apron.

The Contractor is responsible to clear snow and apply grit in the enclosed equipment area to ensure delivery drivers can deliver fuel oil and chemicals. Unfortunately, this will require hand labour, perhaps in

conjunction with power equipment. The intent is for staff and delivery drivers have safe access to the equipment, tanks, fill portals, and waste receptacles at all times during normal operating hours.

The Contractor will clear all paths to the enclosed equipment area and leading to the stairs at the back of the building. East Hants recognizes that clearing the stairs represents a challenge for Contractors and is working on mitigation methods to reduce or eliminate the need for snow clearing in this area. However, East Hants may occasionally need hand labour support in this area and will look to the Contractor to support this if they have the resources to do so.

The Contractor is responsible to clear and maintain all entry doors and emergency exits. The Contractor is responsible to clear and maintain as necessary a path (minimum width 42") to each of the emergency exits. This clearing will include making sure that the doors can open fully and freely and that the steps or landings associated with the exit are fully cleared. The Contractor will apply ice control products as necessary to allow safe exit from the building and to the parking areas. This must be reviewed at each instance any Services are provided at this location.

The Muster Point (indicated by a sign) may not be blocked by snow.

East Hants will work with the Contractor, if requested, to provide spot checks and updates as to when Services are needed; East Hants may contact the Contractor if the accumulation around entrances becomes more than they can handle and request additional Services.

If the Aquatic Centre is closed, the frequency of service may be reduced to minimum necessary to allow for complete clearing and application of ice control products in advance of the next business day.

East Hants has methods in place to keep the public informed when the Aquatic Centre is closed due to inclement weather which the Contractor may use to determine when Services are required. The Contractor must assume that the Aquatic Centre will be opened and closed on time unless East Hants have confirmed otherwise.

Spring Maintenance will depend on the extent of the damage caused by the operations of the Contractor. Typical repairs include spreading gravel which was moved during the operations.

2.5. QUALITY EXPECTATIONS

The goal of snow and ice control is to ensure traction for both pedestrian (staff, tenants and public) traffic and vehicle traffic, and to ensure staff, tenants and the public can safely access the Location. It is expected that all paved or concreted areas will be cleared to bare to pavement or concrete when all operations are complete.

The Contractor is responsible to monitor the weather conditions and the locations to ensure Services are performed promptly when required. East Hants' expectation is that the Contractor will begin snow clearing and ice control activities in accordance with their planned methodology, including place ice control products in preparation for and during a snow or ice event, and snow clearing once the event starts. East Hants expects the Contractor to use their best judgement but expect snow clearing to begin no later than when the accumulation of snow reaches <<10>> centimetres.

If a Location is closed due to inclement weather, the Contractor may, unless otherwise stated, defer incremental snow and ice control Services provided that the Location is prepared for the next operational period. The Contractor must take care not to allow snow and ice to accumulate to a point where removal cannot be completed efficiently when required.

In the case of ice formation, it is expected that the Contractor will apply ice control products when there is expectation that ice may develop, in the case that they see evidence of ice forming or having formed, where they have received a report from East Hants that there is ice, or where, in their judgment, understanding that not all conditions can be predicted, application is required.

Black ice may occur and dissipate quickly in the right conditions and it is not reasonable to expect the Contractor can respond to the formation of black ice. The Contractor will apply ice control products as a preventative measure in areas where they deem it likely for black ice to appear, understanding that not all conditions can be predicted.

2.6. RESPONSE TIME

The snow and ice control Services must be substantially completed in accordance with the requirements for each location to ensure staff, tenants and the public may safely enter and exit the building, except where additional services are required as a result of an EMO Centre activation.

Parking lots and safe access to the entrances of the buildings are the priority.

The Contractor is expected to provide prompt response to any calls for additional Services in accordance with the response times they have provided. In the case where East Hants identifies an unsafe condition, the Contractor is expected to respond as soon as possible and in no event more later than the time they have promised for Emergency Response after the call has been received.

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

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

2.7. MUTUAL OBLIGATIONS

2.7.1. The Contractor must, without limitation:

- 2.7.1.1. Perform winter snow and ice control services in accordance with the requirements of this agreement;
- 2.7.1.2. Properly train all staff engaged in winter maintenance activities. Employees must fully understand the requirements, in particular the quality and response time expectations. East Hants may verify training at any time by speaking to employees performing the Services;
- 2.7.1.3. Have and maintain sufficient staff and resources to carry out snow and ice control activities at any time (24 hours a day, 7 days a week), including during extended weather events.
- 2.7.1.4. Supply all the necessary equipment, labour, and materials required to undertake snow and ice control activities. It is the Contractor's full responsibility to determine the equipment, labour, and material needs to meet the requirements of the agreement and to be prepared for such events with stockpiled materials, repair resources, and contingency in the case of labour or equipment shortages. The Contractor shall have equipment inspected regularly by a competent authority to ensure proper working order and performance.

- 2.7.1.5. Monitor all specified locations and areas where Services are to be performed when there is a forecast or chance of snow, freezing rain, or ice conditions. The Contractor must keep a log of inspections and work performed. This log should be available for inspection by East Hants at any time and a copy must be provided with each invoice.
 - 2.7.1.6. Initiate, organize, direct, and supervise the necessary resources to achieve the prescribed Performance Standards;
 - 2.7.1.7. Comply with the Nova Scotia Work Place Traffic Control Manual and providing, when so required, traffic control and protection during snow clearing operations;
 - 2.7.1.8. Cooperate fully with East Hants as they investigate and respond to complaints and inquiries from the East Hants concerning winter snow and ice control operations. The Contractor is to direct any inquiries from the public to East Hants for response;
 - 2.7.1.9. Provide a high level of customer service. This will include, at minimum, provision of sufficient contact points so that East Hants can reach the Contractor at any time (24/7). Preference is for the Contractor to provide a dedicated contact or contacts. There must be a primary contact who will be responsible to day-to-day customer service related to invoices, complaints and other general contract administration;
 - 2.7.1.10. Remain in contact with their operators at all times in order to provide tracking or service updates. The Contractor may use any contact method they choose provided it is reliable and reasonable;
 - 2.7.1.11. Select and use equipment and methods that minimize the potential for damage to property when completing the Services.
 - 2.7.1.12. Complete all repairs of any damage to East Hants' property and private property as a result of their snow and ice control activities by the date and to the extent specified in this agreement. Without limiting the foregoing in any way, the Contractor is required to repair or reinstate grassed areas, trees, shrubs, asphalt and concrete sidewalk, curbs, fences, sewer and water access hatches, etc. that may have been damaged as a result of the Contractor's operations.
 - 2.7.1.12.1. All repairs must be completed to East Hants' satisfaction by May 15th of the year in which Services have just ended. East Hants may complete any repairs which the Contractor has not completed by May 15th and the Contractor will be responsible to compensate East Hants for their time and material at the Rates specified in the MAINTAINING SECURITY section of the agreement.
- 2.7.2. East Hants will:
- 2.7.2.1. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;
 - 2.7.2.2. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
 - 2.7.2.3. Discuss the frequency or quality of the Services regularly and document any changes to verify the acceptance of reduced or increased performance; and
 - 2.7.2.4. Record, investigate, and respond to inquiries and complaints from the public.

2.8. REPORTING REQUIREMENTS

- 2.8.1. The Contractor shall maintain complete and accurate records of work completed by the Contractor and events that occur within the contract. The following information shall be documented and copies provided to East Hants Representative when requested. The Contractor will keep records with respect to:
 - 2.8.1.1. Weather throughout the days on which they provide Services;
 - 2.8.1.2. When work was commenced and completed during the day and what sections of the sidewalk were completed;
 - 2.8.1.3. Labour and material used during the day;
 - 2.8.1.4. Any discussions or calls with or from East Hants; and
 - 2.8.1.5. Equipment breakdowns.
- 2.8.2. Accidents or damage to Municipal property must be reported according to the provisions of this agreement.
- 2.8.3. The invoice will include a line item for each of the Rates being used in the Services and quantities for each. The Contractor will work with East Hants to finalize an acceptable invoice format. The intent is for East Hants to reasonably differentiate between the Plow and spreading services, manual labour, power labour, salt, grit, and salt/grit mix.
- 2.8.4. Services provided for each Location must be clearly itemized, as specified above, separately on each Invoice:
 - 2.8.4.1. Lloyd E. Matheson Centre
 - 2.8.4.2. Aquatic Centre
- 2.8.5. Invoices sent electronically must be sent to vendors@easthants.ca.

2.9. PERFORMANCE STANDARDS

- 2.9.1. The following Performance Standards are the minimum requirements that the Contractor must meet:
 - 2.9.1.1. The Contractor shall report all vehicle accidents or property damage to East Hants within one (1) business day of the occurrence.
 - 2.9.1.2. The Contractor's equipment should allow for the adjustment of salt dispersal and the contractor's staff must be experienced in the appropriate application of salt. Efficient use of salt and other deicing products is important to cost-effective delivery of these services;
 - 2.9.1.3. All vehicles must be operated in a safe manner, respecting legal speed limits and the Contractors and their employees are to be respectful and aware at all times of the users of the sidewalks, roadway and at intersections;

- 2.9.1.4. The Contractor may not block driveways, roadways or other obvious access points when performing the Services;
- 2.9.1.5. The Contractor must, as much as is reasonable in the circumstances, avoid placing or packing snow at intersections such that it affects the visibility from the roadway by drivers;
- 2.9.1.6. The Contractor will clear snow from municipal infrastructure (hydrants, access points) which may be affected by their operations; and
- 2.9.1.7. The Contractor shall not engage in any confrontation with the general public.

2.10. EAST HANTS REPRESENTATIVE

- 2.10.1. Scott Preston, Manager of Recreation & Aquatics, has overall responsibility for the locations specified in this agreement but will be assisted day-to-day by the Building Maintenance Technician Michael Gillespie.
- 2.10.2. Changes to the terms and conditions of the agreement may only be made through written amendment signed by representatives of the parties who legal authority to bind the parties.

2.11. EQUIPMENT AND MATERIALS

- 2.11.1. The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services.
- 2.11.2. Such equipment must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services and, notwithstanding any additional requirements we may require, properly insured.
- 2.11.3. The Contractor is responsible to ensure the equipment is operated safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.
- 2.11.4. The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.
- 2.11.5. Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.
- 2.11.6. The Contractor may, by prior arrangement with East Hants and where possible, stockpile or store equipment and materials on the Location for use in performing the Services. The Contractor would do so at their own risk and neither East Hants, nor their tenants, will be responsible in any way for lost, stolen or damage materials or equipment.
- 2.11.7. The Contractor will provide salt, at the Rate for Salt in the contract, for the salt bins owned by East Hants and which are located outside of the entrances to each building.



APPENDIX A - QUOTATION FORM

1. Contact information for Bidder:

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

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

Rates	Year 1	Year 2	Year 3 (Optional)
Snow Clearing and Ice Control (sidewalks, entrances, exits) - Power Equipment and Labourer - Hourly Rate			
Snow Clearing and Ice Control (sidewalks, entrances, exits) - Manual Equipment and Labourer - Hourly Rate			
Snow Clearing and Ice Control - Plow and/or Spreader Equipment and Operator - Hourly Rate			
Salt, per Tonne			
Grit, per Cubic Metre or Tonne			
Salt/grit Mix, Per Cubic Metre or Tonne			



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

Authorized Signature

Name (Printed)

Title (Printed)

Date



APPENDIX B - BIDDER QUESTIONNAIRE

1. Contact information for Bidder:

Company Name	
Name of Person Completing Questionnaire	
Phone Number (office)	

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

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

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



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

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

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

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



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

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

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



- j) What is the Response Time you will provide when a snow event commences? When Emergency Services are requested? To complete the Services after the storm is over? Indicate the unit of measure (minutes or hours). Describe typical frequency of monitoring (visiting site) during a storm.

Storm commences: _____

Storm ends: _____

Emergency Services: _____

Frequency of monitoring: _____

- l) What documents do you keep on file for drivers (abstracts, licenses, competency certificates for machinery, etc.)? What training do you provide to drivers (first aid, driver-specific, salt use)?

- m) What methods, if any, will you use to define the work for your employees (work instructions, plans)?

- n) List documents you have developed with respect to safety for use by you and your staff when completing the Services? This may include safe work practices, safety manual, hazard assessment forms, etc.



o) Describe the weather monitoring technology you will use in the performance of these Services?



APPENDIX C - SAFETY QUESTIONNAIRE

Safety Questionnaire will be provided as a separate file. If you are Safety Certified, include your Certificate of Recognition (COR) in addition to completing the form.



APPENDIX D - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>>, 2022 ("Effective Date")

Between

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

-and-

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

BACKGROUND

East Hants wishes to retain the Contractor to provide snow clearing and ice control services for selected municipally-owned Locations in the Municipality of East Hants ("the Services"), more fully explained in Section 2, Statement of Requirements.

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

DEFINED TERMS

- 1 Services means the services supplied by the Contractor as specified within this agreement.
- 2 East Hants Representative means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.

CONTRACT DOCUMENTS

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

INTENT

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

TERM

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

PAYMENT

- 7 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 8 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. All invoices submitted by email must be sent to vendors@easthants.ca. Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. 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. Invoices must be submitted in accordance with the schedule established by East Hants at the beginning of the contract, typically monthly, and must be supported in such detail as East Hants may request. **NTD: This section may be modified to establish the preferred schedule for invoices.**
 - d. NTD: if a fuel surcharge forms part of the contract, insert: "The Fuel Surcharge must be specified separately on an invoice and is to be reconciled on a frequency as specified in the Fuel Surcharge subsection.">>
 - e. 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.
 - f. East Hants may reject an invoice on the basis that the Services it refers to were not performed in accordance with the requirements of the agreement. 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 East Hants' sole opinion, East Hants may terminate the agreement.
 - g. 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.
 - h. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - i. 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.
 - j. All expenses and disbursements are considered to be included in the total cost unless authorized, in writing, by East Hants to be reimbursed separately. Disbursements and expenses so authorized shall be reimbursed to the Contractor at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.

- k. 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.
- l. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination. Upon payment for services completed in accordance with this agreement to the date of termination, the Contractor will have no further claim against East Hants for any damages related to termination of this agreement.
- m. 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. The Contractor is responsible to maintain a thorough cumulative record of all costs, fees, expenses and disbursements over the term of the Contract. The Contractor must provide East Hants with an electronic copy of such record upon request.

INDEPENDENT STATUS

- 9 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 Contractor or amounts paid by the Contractor to its employees or contractors.
- 10 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.
- 11 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

- 12 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 13 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or renovations, or demonstrated incompetence may be cause to have an employee removed.
- 14 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 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."

- 15 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.
- 16 If the Contractor finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
- a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 17 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

- 18 In the course of discharging its duties under this agreement, the Contractor, its agents and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 19 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.
- 20 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.
- 21 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.
- 22 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.
- 23 The use and disclosure of the confidential information shall not apply to information which

- a. Was known to the Contractor before receipt of same from East Hants; or
- b. Becomes publicly known other than through the Contractor; or
- c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

INDEMNIFICATION

- 24 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

- 25 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 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.
- 26 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
 - a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
 - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 27 The Contractor must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery.
- 28 The COI for Commercial General Liability insurance must provide for 30 days' and the automobile insurance must provide for 15 days' written notice of cancellation or material change. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 29 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.
- 30 In addition:



- a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the East Hants.
- b. In the case where the Contractor will use subcontractors or third-party suppliers in the performance of the Services on site at either location, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage, including WCBNS coverage, that is equal to that required of the Contractor under this agreement.
- c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
- d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
- e. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
- f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
- g. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

ISSUE REPORTING

- 31 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 32 The Contractor will report any issues to the East Hants Representative with respect to the performance of the Services, the condition where the Services are performed, or that have been communicated to them by the third parties. The frequency of reporting will be determined by the relative urgency of the issue:
 - a. Emergency or condition-related issues affecting the condition of premises, affecting safety or security, or other issue where immediate response is required shall be reported to the East Hants Representative by email or telephone. Where East Hants has in place an agreement with a third party to supply after-hours assistance, the Contractor or their representative shall contact the third-party Service provider in accordance with the terms of that agreement;
 - b. Issues where a response is required within one to three business days shall be communicated to the East Hants Representative by email;
 - c. Issues where the response is not urgent shall be communicated to East Hants at the next possible opportunity; and
 - d. The Contractor must be prepared to periodically review and discuss the status of issues.

REGULATIONS

- 33 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

TAXES

- 34 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

WORKERS' COMPENSATION

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

CONFLICT OF INTEREST

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

PRIORITY

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

PERFORMANCE

- 38 If any part of the Services is found to be deficient or not in accordance with the terms of this agreement, East Hants may, at its sole discretion:
- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the agreement; or
 - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
 - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and

d. East Hants may terminate the agreement in accordance with the Termination clauses herein.

39 East Hants shall be the sole judge of the adequacy of the equipment, methods, and performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when such equipment, methods or performance are not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:

- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the Receiving Location or using third party evaluation services;
- b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
- c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services;
- d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants;

CHANGES TO SERVICES

40 East Hants may, at its sole discretion, discontinue Services at a location by providing the Contractor with 15 days' written notice of such discontinuation. The Contractor will subtract the cost to provide the Services at the discontinued location from their monthly charges once Services have been discontinued.

41 Once notified that a Service will be discontinued, the Contractor must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.

42 East Hants wishes the Contractor to be efficient in the way the Services are performed and recognizes that the activities specified in the requirements may not always reflect the most efficient way of completing the Services. In the event that an activity can or needs to be changed or that the frequency associated with an activity is either excessive or insufficient, East Hants and the Contractor will work together to update the applicable requirements with the following to apply:

- Where possible, increases or decreases in the time associated with one activity may be offset by an increase or decrease in another activity at the same location, though never to the detriment of the quality of the Services at that location or any other;
- Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement;
- If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor

must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;

- 43 East Hants recognizes that there will be instances where the Contractor cannot perform all of the activities in a location in a given instance of performing the Services. It is the Contractor's responsibility to document any activities which cannot be completed, the reason they cannot be completed, and then to complete the activities as soon as possible, except where:
- The Services cannot be completed because of an issue originating with East Hants or one of their tenants. The Contractor must make reasonable effort to work around the issue and then inform the contact (or the East Hants representative) at the location of the issue preventing the activity. The Contractor will complete the activity once the issue is resolved.
 - The reason the activity cannot be completed is within the Contractor's control and the activity is, in East Hants' sole discretion, critical. In the event the activity is identified as critical, the Contractor must complete the activity on the next business day. East Hants may, at their sole discretion, defer the performance of an activity to the next scheduled cleaning if the activity is not critical.
 - The inability of the Contractor to complete an activity in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this agreement.

CONSUMABLES AND EQUIPMENT

- 44 The Contractor will supply salt, grit, and salt/grit mix for the Rates established herein. The Contractor will include any other necessary consumables in the appropriate Rates.
- 45 The contractor is responsible for all costs relating to the procurement, warehousing, handling, and the supply of such consumables.
- 46 The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.

RESPONSIBILITY FOR DAMAGE

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

MAINTAINING SECURITY

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

SAFETY

- 50 Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:
- Perform a hazard assessment;
 - Remove or mitigate all known hazards;
 - Post any required warning signs or install any necessary guards or barriers;
 - Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
 - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
 - Design and provide traffic control, if required; and
 - Identify and remove of any other potential hazards which might result in damage or harm to public property or individuals.
- 51 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 52 The Contractor must verify that their employees are using appropriate personal protective equipment (PPE) in the performance of these Services. Failure to enforce the use of PPE may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear (where appropriate), hearing protection (when required) and high visibility vests or similar clothing when performing such Services.
- 53 The Contractor shall perform work in a manner that does not create any unsafe or dangerous situations to pedestrians, motoring public, adjacent properties, or other passers-by while the Services are being performed.
- 54 The East Hants Representative or their designate may inspect the Locations of the work at any time.
- 55 Failure to consistently use 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.

TERMINATION

- 56 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.
- 57 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.
- 58 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.

- 59 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.
- 60 Termination of the agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

- 61 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

- 62 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

- 63 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

- 64 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

- 65 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.
- 66 The Notifications shall be addressed as follows:
- a. By mail, in person or courier to East Hants:

Municipality of East Hants
RFQ50502 - SNIC, LEMC & EHAC
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

b. By email to East Hants:

Primary: wmacleod@easthants.ca

Cc: mhatfield@easthants.ca

c. By mail to the Contractor:

<<Company Name>>

RFQ50502 - SNIC, LEMC & EHAC

<<Address>>

Attention: <<Name>>

d. By email to Contractor:

Primary: <<email address>>

GOVERNING LAW

67 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

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

SEVERABILITY

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



WAIVER

- 70 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: _____

