

# INFRASTRUCTURE & OPERATIONS

## REQUEST FOR QUOTATIONS

Snow and Ice Control, Sidewalks  
RFQ50638

Release date: September 6, 2023

Quotations will be received up to  
2:00:00 pm local time on September 28, 2023

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



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# 1. INSTRUCTIONS TO BIDDERS

## 1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants ("East Hants") requires the services of a qualified Vendor to provide snow clearing and ice control on municipal sidewalks, some concrete and some asphalt, as further described in Section 2, Statement of Requirements (the "Services").
- 1.1.2. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to possibly supply these Services.
- 1.1.3. The annual spend for this contract based for 2022 was approximately \$110,000. The average over five years is approximately \$89,998.

## 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 **2:00:00 pm** local time on **September 28, 2023** 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: [procurement@easthants.ca](mailto:procurement@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 **2:00 pm** local Nova Scotia time on **September 20, 2023**.
- 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. A site briefing is not planned. Bidders should review the list of Sidewalks and Pathways/Walkways (trails) (Exhibits 1 & 2), the published Standards, and assess the level of effort required to complete Services at the identified locations.
- 1.5.2. Bidder should take special note that different sections of the sidewalk may be different widths. Some sections of sidewalk may be damaged by equipment which will clear other sections of sidewalk without damage.
- 1.5.3. East Hants wishes to draw attention to the sidewalk areas near Home Hardware in Enfield which may need special attention due to the unusual configuration.

#### 1.6. WITHDRAWING OR MODIFYING A BID

- 1.5.1. Quotations can only be withdrawn by email to [procurement@easthants.ca](mailto: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 equipment Rates submitted by the Bidder must be the total cost to operate the equipment in order to provide the Services. The cost must represent all costs related to operating the equipment 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, fuel, maintenance, equipment costs, training costs, and any other such costs that may apply. The cost must also include such labour and supervision as will be required to operate the equipment in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 1.10.3. The Bidder is to provide a single Rates for snow clearing and salting operations per hour, the rate for salt per tonne, and the rate for grit per cubic metre as specified in the table in Appendix A.
- 1.10.4. East Hants has requested Rates for grit and salt for the entire Term of the agreement. We understand the cost for salt can be affected by factors outside of your control. East Hants will consider negotiating a cost escalation/de-escalation clause to apply after Year Three of the agreement, with the successful Bidder.
- 1.10.5. If the Bidder wishes to put in place an escalation clause related to fuel, they must include a description of the clause they would like to see inserted. East Hants will consider incorporation of an escalation clause if the amount of fuel at risk can be easily identified (e.g. as a portion of the equipment's operating Rate) and the escalation can be tied to a third-party source acceptable to East Hants (e.g. UARB fuel prices).

## 1.11. QUOTATION REQUIREMENTS

- 1.11.1. The Services required are described in Part 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support it expects from a Contractor.
- 1.11.2. 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 for clarification prior to the close of questions (see INQUIRIES).
- 1.11.3. 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 which the Bidder must fill out and which will be used when evaluating the quotation, Appendix B, Bidder Questionnaire. A Bidder may provide additional information if they feel it is relevant to their response.
- 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 examples do not have to be limited to clearing of sidewalks; however, experience in clearing sidewalks is preferred;
- 1.11.4.4. 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
- 1.11.4.5. 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 and Appendix B, the Technical 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 C.
- 1.11.10. The successful Contractor 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. The Sample Agreement may contain requirements which affect how you respond to this RFQ; please examine the Sample Agreement carefully and seek clarifications if you do not understand any of the obligations.

## 1.12. QUOTATION EVALUATION

- 1.12.1. East Hants will review each 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.
- 1.12.3. Bidders must achieve a minimum of **35 points** for their Technical response to have their Price envelope opened and evaluated.
- 1.12.4. Bidders who do not achieve a minimum of 35 points for their Technical response will not be considered further.
- 1.12.5.
- 1.12.6. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may



be selected for award. In the case of a tie, East Hants may use any method it chooses to determine award, including chance.

Criteria for Services Award	Available Points
Price (estimated contract value as determined below, exclusive of HST)	50
Technical Response, comprised of the following	50
<i>Equipment</i>	10
<i>Personnel</i>	10
<i>Experience</i>	5
<i>Safety</i>	10
<i>Methodology</i>	10
<i>Examples</i>	5
Total Points:	100

1.12.7. The Summary of Rates will be comprised of the following:

The Rate for Salt per tonne and the Hourly Rate for operated equipment provided by the Bidder in Appendix A of their responses will be added together for each Year, including optional years, and then multiplied by the applicable quantity of usage estimated for each line. The resulting amount will be the estimated contract value.

Operated Hours: 550  
Salt (tonne): 180

If the Operated Hours Rate for Y1 is \$10, Y2 is \$12, Y3 is \$15, Y4 is \$16, and Y5 is \$17, the contract value for Operated Hours would be  $(Y1+Y2+Y3+Y4+Y5) \times \$550 = \$38,550$

As we do not have any reliable data on grit usage, grit will not be compared in the pricing analysis.

The Bidder may provide the Rate for grit in cubic meters or tonne. East Hants will use the conversion that one cubic metre of grit will weigh approximately 1.6 tonne; 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.

1.12.8. When evaluating the Price proposals, East Hants will assign points for Price based on the following formula:

(Lowest estimated contract value divided by the estimated contract value for the Bidder) multiplied by the Available Points

1.12.9. 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. East Hants reserves the right to make no award in the event all compliant responses are over budget.

## 2. STATEMENT OF REQUIREMENTS

### 2.1. General

- 2.1.1. The Contractor will supply snow and ice control services for Sidewalks and Pathways/Walkways (the "Services") as described herein at the Rates specified.
- 2.1.2. The Services will typically be performed between November 1<sup>st</sup> and April 30<sup>th</sup> (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 shall supply all labour, materials, equipment, fuel, transportation, supplies, supervision, communication requirements, reporting requirements and customer service requirements necessary to the Services for designated sidewalks in East Hants.
- 2.1.4. East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement, after which the Contractor shall be responsible to:
  - 2.1.4.1. Monitor weather conditions and initiate response based on the specified triggers;
  - 2.1.4.2. Respond to direction from East Hants with respect to the frequency and quality of the work during snow events;
  - 2.1.4.3. Direct, supervise and perform the work in accordance with the requirements of the agreement or in response to direction from East Hants.
- 2.1.5. 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. Sidewalk Locations:

- 2.2.1. Sidewalk locations are included in Exhibit 1. Three Highway 214 sidewalk additions are currently pending construction and may go into operation during Year 1.
- 2.2.2. Trevors Lane is included in the overall length of sidewalks but is typically completed by others. East Hants will advise if Trevors Lane needs to be included in the Services.
- 2.2.3. Pathways and Walkways (trails) are included in Exhibit 2.
- 2.2.4. East Hants may add additional Sidewalks or Walkways between periods when the Services are required. East Hants to provide an updated list of Location by October 15th each year, prior to the Services commencing.

### 2.3. Mutual Obligations

- 2.3.1. The Contractor must, without limitation:
  - 2.3.1.1. Perform winter snow and ice control activities in accordance with the Performance Standards of this agreement;
  - 2.3.1.2. Properly train all staff engaged in winter maintenance activities. Employees must fully understand the Performance Standards. East Hants may verify training at any time by speaking to employees performing the Services;
  - 2.3.1.3. 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.

- 2.3.1.4. 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.
- 2.3.1.5. 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.
- 2.3.1.6. Initiate, organize, direct, and supervise the necessary resources to achieve the prescribed Performance Standards;
- 2.3.1.7. Comply with the Nova Scotia Work Place Traffic Control Manual and providing, when so required, traffic control and protection during snow clearing operations;
- 2.3.1.8. 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;
- 2.3.1.9. In the case of damage or personal injury claims, East Hants may direct any claims for compensation back to the Contractor for resolution;
- 2.3.1.10. 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;
- 2.3.1.11. 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;
- 2.3.1.12. 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.
  - 2.3.1.12.1. 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; and
  - 2.3.1.12.2. All repairs must be completed to East Hants' satisfaction by May 15<sup>th</sup> of the year in which Services have just ended. East Hants may complete any repairs which the Contractor has not completed by May 15<sup>th</sup> and the Contractor will reimburse East Hants for reasonable costs they may incur to do so.
- 2.3.1.13. While not a mandatory requirement for this contract, East Hants prefers that the Contractor have the capability to track the movement and report on the location of their vehicles that are performing the Services. Ideally this would be a GPS tracking tool that can show actual movements during a period, both historically and an in "real time".
- 2.3.2. East Hants will:
  - 2.3.2.1. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;

- 2.3.2.2. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
- 2.3.2.3. Direct changes to the frequency or quality of the Services and documenting these changes to verify the acceptance of reduced or increased performance; and
- 2.3.2.4. Record, investigate, and respond to inquiries and complaints from the public about the Services.

## 2.4. Reporting Requirements

- 2.4.3. 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 on a weekly basis, unless otherwise specified:

- 2.4.3.1. Supervisor's Diary - The diary shall be completed, dated and signed daily. The Contractor shall document daily the following information in the diary including, but not limited to:

- 2.4.3.1.1. Date;
- 2.4.3.1.2. Weather;
- 2.4.3.1.3. When work was commenced and completed during the day and what sections of the sidewalk were completed;
- 2.4.3.1.4. Equipment, labour and material used during the day;
- 2.4.3.1.5. Any discussions or calls with or from East Hants;
- 2.4.3.1.6. Equipment breakdowns;
- 2.4.3.1.7. Accidents or damage;

- 2.4.3.2. Winter Maintenance Operations Record - The Contractor shall complete a report on the winter operations including but not limited to:

- 2.4.3.2.1. Date and time units worked for each employee for each day;
- 2.4.3.2.2. Type of work performed (i.e. salting, gritting, snow clearing, etc.);
- 2.4.3.2.3. Areas serviced during the periods described; and
- 2.4.3.2.4. Total hours worked.

- 2.4.3.3. At the end of each winter season, provide a summary that shows:

- 2.4.3.3.1. Total hours used during the season for snow clearing equipment;
- 2.4.3.3.2. Total usage of grit;
- 2.4.3.3.3. Total usage of salt; and
- 2.4.3.3.4. Total usage of salt/grit.

## 2.5. Performance Requirements

- 2.5.1. East Hants will rely on the Contractor to provide guidance around the setting and adjusting of Trigger Points and any exceptions which should be incorporated into the agreement around the commencement of Services. In general, the Contractor shall commence Services as follows:

- 2.5.1.1. When the Trigger Points specified in this agreement have been reached or exceeded; or



- 2.5.1.2. When directed to do so by the East Hants Representative or their designate; or
  - 2.5.1.3. In response to a written directive from East Hants authorizing additional Trigger Points or exceptions where Services are to commence automatically.
- 2.5.2. East Hants will rely on the Contractor to use sound judgement and experience in determining if Services have been completed sufficiently to ensure the Performance Standards have been met and to avoid situations where public safety is at risk. In general, the Contractor will cease performing Services when:
- 2.5.2.1. When the Performance Standards are met; or
  - 2.5.2.2. When directed to do so by the East Hants Representative or their designate. East Hants may suspend the Services and close the sidewalks for public access if, in their sole opinion, continuing the Services is not in the best interests of East Hants. East Hants may, or may not, reinstate the Services thereafter, at their sole discretion; or
  - 2.5.2.2. In response to a written directive from East Hants authorizing additional Trigger Points or exceptions where Services are to cease automatically.
- 2.5.3. Trigger Points:
- 2.5.3.1. Snow clearing and ice control operations are to begin once the snow has finished falling and will occur at the trigger points specified by the Contractor in order to meet the performance [Standards](#) in the *East Hants Policy for Winter Clearing, Standard for Roads and Sidewalks*.
  - 2.5.3.2. Salting or gritting (at the discretion of East Hants) will be required when the sidewalks are wet and prone to a sudden freeze, where there is freezing rain or where an ice build-up on sidewalks.
- 2.5.4. Additional Concerns:
- 2.5.4.1. The Contractor must take actions to prevent snow banks on either side of the sidewalk from becoming unsafe. The Contractor will take such actions as the snow bank begins to approach one meter in vertical height. The purpose is to prevent snow banks higher than one meter from collapsing in on the sidewalk using whatever methods are necessary. No snow may be deposited in the road to achieve this result if it will create unsafe conditions for drivers and only if the snow will be removed in the same day it is deposited.
  - 2.5.4.2. Where the path of a sidewalk crosses residential and commercial driveways, parking lots or privately-owned frontage, the Contractor will clear a path consistent with the portions of the sidewalk. The owner of the property will be responsible to address any resulting plow curl, but the Contractor will be required to reinstate any areas damaged by their operations.
  - 2.5.4.3. The Contractor may not block intersections when performing the Services. The Contractor must make reasonable effort to push snow back from the corners where two roads meet. This does not apply to residential or commercial driveways, parking lots or privately-owned frontage.
    - 2.5.4.3.1. Any snow moved must be pushed back from the intersecting roads to prevent a build-up which would affect a driver's ability to see to enter or exit a roadway.



- 2.5.4.3.2. The Contractor will make reasonable efforts not to place snow on private land where it may affect the owners' use of that property. Snow may not be deliberately pushed in to driveways or placed in such a way that it may damage fences or other permanent structures.
- 2.5.4.3.3. In the event an owner makes a complaint about use of private land where East Hants agrees with owner the use is unreasonable, the Contractor shall correct the use and not repeat the use during the Term.
- 2.5.4.3.4. The Contractor must clear a path to any crosswalks or to where the sidewalk is purposefully tapered for crossing. Snow must be moved back in these areas to allow clear sightlines for those crossing and motorists who will need to aware someone is crossing.
- 2.5.4.3.5. The Contractor will work with East Hants to establish acceptable standards for these requirements.

- 2.5.4.4. It is acknowledged that there will be circumstances where multiple snowfalls or blizzards are forecast which would prevent the Contractor from achieving or maintaining the prescribed level of service or result in excessive use of resources. East Hants may direct the Contractor to delay Services until the conditions are more favourable to completing the Services efficiently.

2.5.6. The Contractor must:

- 2.2.3.1 The Contractor shall report all vehicle accidents or property damage to East Hants within one business day of the occurrence.
- 2.2.3.2. The Contractor shall not engage in any confrontation with the general public.
- 2.2.3.3. 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.
- 2.2.3.4. The Contractor may not block driveways, roadways or other obvious access points when performing the Services.
- 2.2.3.5. 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.
- 2.2.3.6. The Contractor will clear snow from municipal infrastructure (hydrants, access points) which may be affected by their operations.

**2.6. Salt/Gritting - Application/Spreading of Salt and Grit**

- 2.6.1. Salt should be applied after snow clearing operations are complete or when weather conditions dictate, such as freezing rain events, to provide a surface as bare as possible. Grit may be used when daytime temperatures are below - 10 degrees Celsius and when salting is less effective to provide a degree of traction.
- 2.6.2. The Contractor is to ensure that a sufficient amount of salt is used for the conditions. The Contractor's equipment must allow for the adjustment of salt dispersal and the Contractor's staff must be experienced in the appropriate application of salt.

**2.7. Review**

- 2.7.1. On an annual basis, prior to the commencement of the winter season, East Hants will meet with the Contractor to review the Sidewalk Locations, service levels, Performance Standard, and to verify the Contractor's circumstances and understanding of the requirements of the agreement have not changed.



## **2.8. East Hants Representative**

- 2.8.1. The East Hants Representative with respect to the overall contract administration is Benjamin Herman, Civil Engineering Technician. East Hants may, through the Representative or the designated contacts, supply either verbal or written instructions to a Contractor with respect to the Services to be completed.
- 2.8.2. 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.

## **2.9. Safety**

- 2.9.1. At the beginning of the agreement and prior to the commencement of 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.
- 2.9.2. The Contractor must, over the Term of the Contract, advise East Hants if they have has any orders from Department of Labour, Skills and Immigration related to workplace compliance.
- 2.9.3. 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.
- 2.9.4. 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.
- 2.9.5. The East Hants Representative or their designate may inspect the Locations of the work at any time.



## APPENDIX A - QUOTATION FORM

### 1. Contact information for Bidder:

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

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

Description of Good or Service	Year 1 Effective Date to May 31, 2024	Year 2 June 1, 2024 to May 31, 2025	Year 3 June 1, 2025 to May 31, 2026	Option Year 4 June 1, 2026 to May 31, 2027	Option Year 5 June 1, 2027 to May 31, 2028
Snow Clearing Equipment, per operated hour					
Salt per Metric Tonne					
Grit (specify tonne or m <sup>3</sup> )					

### 3. By signing below the Bidder agrees that:

- The Bidder has read and understands the requirement of this RFQ and agrees to abide by the terms and conditions.
- The Bidder has read and understands the following addenda: Addendum \_\_\_\_\_ to \_\_\_\_\_ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidders Quotation.
- The Bidder has read, understands and will, if awarded the work, comply with insurance requirements specified in Appendix C.

- d. The Bidder will, if awarded the work, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available).
- e. The Bidder hereby agrees to supply the Services described in Section 2 at the costs indicated in their Quotation Form.

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

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

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

\_\_\_\_\_  
Date





- b) Provide three references for similar work completed by your company in the format illustrated below. If using subcontractors, please include three references for each subcontractor as well.

Location Work Performed	Client Name	Service Provided	Contact name	Contact Phone Number

- c) Supervisors and other Key Personnel

Employee name	Position	Years of Experience	Skilled Trade/ Certifications/Training

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

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

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f) Accuracy of invoices is very important to us. How do you verify the hours used and the how much salt and grit are used?

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g) The quality of the Services is important to us. How do you plan the verify the quality of the Services performed? What happens if we are unsatisfied?

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

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i) 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: \_\_\_\_\_

3. EQUIPMENT:

- a) What equipment do you intend to use for this work? Please describe the equipment and include the snow clearing and salting/gritting mechanisms. Please also include the quantity of equipment you plan to use for the Services.

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- b) Describe how you maintain your equipment? Describe your preventative maintenance process, including what is completed (oil changes, etc.), how often it is completed, and what other checks are completed.

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- c) Do you have your own repair facilities or do you have a third-party supplier? Are repair facilities available at all times? If not, what are the limitations?

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- d) If the equipment is shared between multiple contracts, please confirm how many contracts and discuss the potential impact this may have on your ability to perform the Services (distances that the equipment must be transported, conflicts in timing, etc.).

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- e) 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?

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4. PERSONNEL:

- a) 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 this form and include their responses with your response (indicate the subcontractor(s)'s name(s) below).

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- b) 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.

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- c) As not all positions necessary to complete the Services may be staffed when completing this bid, describe the typical skills and experience you expect each employee to have when completing the Services?

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- d) How are staff recruited? What are the skills/experience requirements? How are staff retained, especially in a seasonal business like this?

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- e) Describe the training that employees will receive, the frequency and verify if it will be updated annually.

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- f) What methods of discipline are used and for what offences?

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- g) How do you verify the quality of the work performed and the hours used?

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h) Do you have sufficient staff currently? If not, how do you plan to get sufficient staff to complete the Services?

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**SAFETY:**

a) What are some of the hazards/risks you typically identify for this type of Services and how do you mitigate them?

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b) Does your company have any non-compliance or outstanding issues with the Nova Scotia Labour, Skills and Immigration or any other provincial jurisdiction, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If yes, describe below, including the current status or resolution.

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- c) Are there specific safety routines which will be performed during the services (e.g. tool-box meetings, inspections)? Describe them.

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- d) Is your company Safety Certified? If so, provide a copy of your Certificate of Recognition ("COR").

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e) Describe any policies your company may have for the following with respect to safety. You may attach the actual policy document, but please provide a list of inclusions here:

- a. Cell phone and radio use;
- b. Personal protective equipment (PPE); and
- c. Alcohol and drug use.

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**METHODOLOGY:**

a) Provide a general overview of how you intend to provide the Services. In particular, please make clear how the various pieces of equipment will be used to achieve the Performance Standards.

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b) How will you monitor the Locations to ensure Services are completed as required under the contract?

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c) How will you deploy equipment to complete the Services? Do you have a staging area?

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d) How do you plan to perform the spring repairs at the Location and adjacent areas? What is included in this?

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e) 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.

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- f) List current training or proposed training for operators and Supervisors with respect to salt management.

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- g) List equipment to be used and the degree to which the salt spreading mechanisms can be adjusted.

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- h) List procedures for decision making with respect to whether to apply salt or not and to what extent.

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- i) Describe your salt and grit storage procedures, where salt and grit are stored and in what volume, how salt and grit are obtained, and the lead-times for salt and grit if an extended weather event depletes inventory.

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- j) What methods do you use to document how the work needs to be completed (e.g. Work Instructions, Standard Operating Procedures, Checklists)? How often are they reviewed by staff? By Management? How do you verify they are followed?

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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.



## APPENDIX C - SAMPLE AGREEMENT

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

Between

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

-and-

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

### BACKGROUND

East Hants wishes to retain the Contractor to provide <<>> (the "Services"), more fully explained in Section 2, Services Description.

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

### DEFINED TERMS

- 1 **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.
- 3 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.

### CONTRACT DOCUMENTS

- 4 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, Services Description;
  - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
  - d. <<insert additional documents as applicable>>.

### INTENT

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services. This is a Unit Rate contract based on actual performance of labour or supply of materials. Rates are to be all-inclusive as described in the Statement of Requirements
- 6 East Hants expects that any Contractor capable to perform the Services will perform the Services in a manner consistent with the degree of care, skill, and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances. East Hants expects the Contractor to act with good faith and in the interests of East Hants.

- 7 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

- 8 This agreement shall commence on the Effective Date and shall end:
- a. <<date>>, unless extended for an additional period by East Hants, in writing; or
  - b. Termination in accordance with the terms of this agreement.

#### PAYMENT

- 9 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.

- 10 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](mailto: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

- 11 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.
- 12 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.
- 13 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

- 14 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 be acceptable to East Hants.
- 15 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or revocations, or demonstrated incompetence may be cause to have an employee removed.
- 16 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."**

- 17 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.
- 18 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.
- 19 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

- 20 In the course of discharging its duties under this agreement, the Contractor, its subcontractors, 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").
- 21 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.
- 22 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. All Confidential Information in the possession of the Contractor must be destroyed or returned to East Hants upon Termination of the contract.
- 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.
- 24 The Consultant shall utilize reasonable precautions, including administrative, physical, and technical safeguards, to protect the information and data associated with the Services from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security. The Contractor shall not disclose such information and data associated with the Services to any third party except where required by law.

**INFORMATION COLLECTED**

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

**INDEMNIFICATION**

- 26 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**

- 27 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.
- 28 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.
- 29 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery.
- 30 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation and the automobile insurance must provide for 15 days' written notice of cancellation. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.

- 31 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.
- 32 In addition:
- a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
  - b. In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is applicable to the services they will provide and which is acceptable to East Hants, including, at minimum, Commercial General Liability insurance.
  - 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

- 33 The Contractor shall establish methods acceptable to East Hants for communicating issues and concerns to East Hants with respect to the Services.
- 34 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**

- 35 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**

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

**WORKERS' COMPENSATION**

- 37 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**

- 38 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.

**PRIORITY**

- 39 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**

- 40 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.
- 41 East Hants may document performance and advise the Contractor when equipment, methods, or performance are not meeting the established standard or performance requirements 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 direct recipients of the Services or using third party evaluation tools;
- 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; and
- 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

- 43 If instructions provided by East Hants are interpreted by the Contractor as increasing or decreasing the scope of the Services, they must inform East Hants prior to acting on these instructions. At minimum, any change in scope that affects the cost of the Services or the Schedule must be approved by East Hants in writing and the Contractor must provide, at minimum:
  - a. A description of the change in Services as a result of the instructions;
  - b. The impact, if any, on the Schedule;
  - c. The amount, exclusive of HST, by which the cost will either be increased or decreased; and
  - d. A summary of the activities and costs which make up the amount of increase or decrease.
- 44 East Hants may, at its sole discretion, discontinue all or a portion of the Services by providing the Contractor with 30 days' written notice of such discontinuation.
  - a. The Contractor will only invoice for Services up until the point they were discontinued, but may include any reasonable direct costs provided they are specific to the discontinued Services and cannot be off-set through material credits, use elsewhere in the contract, or through use in other contracts.
  - b. 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.
- 45 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:
  - a. 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;
  - b. 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;

- c. If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;
- 46 East Hants recognizes that there may 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.
- a. 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

- 47 The Contractor will supply and distribute all salt and grit, as part of the Services, for the rates established herein. The contractor is also responsible for all costs relating to the procurement, warehousing, handling and the supply of such consumables.
- 48 The Contractor shall be solely and entirely responsible for any loss or damage to their materials, consumables, supplies, and equipment.

#### RESPONSIBILITY FOR DAMAGE

- 49 The Contractor shall, at their sole expense, repair and restore to its original condition any material or surface damaged by their operations.

#### 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 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 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. This may include, depending on the Services, safety footwear, protective eyewear, hearing protection, and high visibility clothing.



**TERMINATION**

- 53 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.
- 54 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.
- 55 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.
- 63 East Hants reserves the right to terminate this agreement if the Contractor fails to act in accordance with their safety protocols or where, in East Hants' sole opinion, there have been an unreasonable number of safety violations, near misses, or orders/corrective actions issued to the Contractor by government officials.
- 57 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.
- 58 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**

- 59 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**

- 60 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**

- 61 The agreement, together with the Exhibits, Schedules, and Contract Documents, 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**

- 62 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**

- 63 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.

64 The Notifications shall be addressed as follows:

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

Municipality of East Hants  
**RFQ50638 - Snow and ice Control, Sidewalks**  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

b. By email to East Hants:

Email: [<<email address>>](mailto:procurement@easthants.ca)  
Cc: [procurement@easthants.ca](mailto:procurement@easthants.ca)

c. By mail to the Contractor:

<<Company Name>>  
**RFQ50638 - Snow and ice Control, Sidewalks**  
<<Address>>

Attention: <<Name>>

d. By email to Contractor:

Email: <<email address>>

#### GOVERNING LAW

65 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

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

#### SEVERABILITY

67 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**

- 68 Any failure by East Hants to enforce or require the strict compliance and performance of any of the terms or conditions of this agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of East Hants to enforce same and/or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

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

<b>MUNICIPALITY OF THE DISTRICT OF EAST HANTS</b>	<b>&lt;&lt;CONTRACTOR LEGAL NAME&gt;&gt;</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

