

Parks, Recreation & Culture

REQUEST FOR PROPOSALS

Security Review - Sportsplex
RFP50693

Release date: May 9, 2024

Proposals will be received up to
2:00:00 pm local time on May 29, 2024

Contact: Michael Hatfield or Amanda Hatfield
Municipality of East Hants
Telephone: 902-883-6232 or 902-883-6201
Email: procurement@easthants.ca



EAST HANTS
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1. INSTRUCTIONS TO PROPONENTS

1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants ("East Hants") requires the services of a qualified firm to conduct a series of security reviews at the East Hants Sportsplex, focused on Service Elements such CCTV, door security, and alarm (the "Services"), as further described in Section 2, Services Description.
- 1.1.2. To this end, East Hants is seeking competitive Proposals from the marketplace to identify a Consultant to possibly provide these Services.

1.2. DEFINITIONS

- 1.2.1. **Proponent:** An individual or company who submits a Proposal.
- 1.2.2. **Successful Proponent:** Proponent whose Proposal is selected for award.
- 1.2.3. **Independent Contractor:** Proponent, successful or otherwise, is considered to be an Independent Contractor, not an employee of East Hants.

1.3. PROPOSAL SUBMISSION

- 1.3.1. Proposals will be received up to 2:00:00 pm local time on **May 29, 2024** by upload only using the East Hants online procurement application.
- 1.3.2. The Proponent is responsible for uploading and submitting all documents by closing time. The Proponent must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Proponent releases East Hants from, any damage or loss of any kind whatsoever related to Proponent's failure to submit documents by closing time for any reason.
- 1.3.3. Remember to sign the Proposal 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 Proposals shall be in writing, **by email only**, to the attention of:

Michael Hatfield *
Municipality of East Hants
Email: procurement@easthants.ca

* Michael Hatfield will be away May 20 through June 4, during which time Amanda Hatfield will be the recipient of inquiries.

- 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 to **2:00 pm local time on May 22, 2024**
- 1.4.4. Proponents 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 Proponent acts based on information received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

1.5. WITHDRAWING OR MODIFYING A PROPOSAL

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

1.6. PROPOSAL ACCEPTANCE (PRIVILEGE CLAUSE)

- 1.6.1. This document and Request for Proposal process does not constitute a call for Tenders. This RFP process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.6.2. This Request for Proposals neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.3. All Proposals become the property of East Hants once submitted.
- 1.6.4. Late Proposals will be rejected and will be returned unopened. Incomplete Proposals may be rejected.
- 1.6.5. Any Proposal that does not include all of the information required in this RFP may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.6.6. Proponents undertake any expenditure related to the submission of a Proposal at their own risk. The Proponent is responsible for all costs associated with preparing and submitting this Proposal. 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 Proposal.
- 1.6.7. East Hants may include evaluation criteria within this Request for Proposal document to be used as a guideline for Proponents. 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 Proposals received and the needs of East Hants.
- 1.6.8. East Hants does not bind itself to accept any Proposal, but may accept any Proposal, in whole or in part, or discuss with any Proponent different or additional terms to those described in this RFP or in such Proponent's Proposal. East Hants may:
 - reject any or all of the Proposals;
 - accept any Proposal;
 - if only one Proposal is received, choose to accept or reject it;
 - choose not to accept the lowest bid price;
 - alter the schedule, RFP process, or any other aspect of the RFP, as it may determine in its sole and absolute discretion.



- 1.6.9. Without limiting the preceding in any way, East Hants may accept any Proposal or any portion of any Proposal that may be considered to be in the best interests of East Hants. East Hants reserves the right to reject any and all Proposals that, in its sole discretion, are not in the best interests of East Hants.
- 1.6.10. East Hants reserves the right to waive formality, informality or technicality in any Proposal. This includes the right to accept a Proposal that is not compliant with the instructions in the Request for Proposals document.
- 1.6.11. East Hants reserves the right to amend this Request for Proposal document at any time before the Request for Proposal's closing date and will issue an addendum in the event of a change.
- 1.6.12. East Hants reserves the right to negotiate, after the Request for Proposal's Proposal Deadline, with any Proponent and to finalize service arrangements in the best interests of East Hants.
- 1.6.13. In applying this privilege clause, East Hants shall not be bound by trade or custom in dealing with and/or evaluating the responses to the Request for Proposals.
- 1.6.14. East Hants reserves the right to interpret any and all aspects of this Request for Proposals as may be most favourable to East Hants. East Hants may, but is not obligated to, request clarifications of information in a proponent's proposal in order to facilitate evaluation.
- 1.6.15. Should a Proponent find any discrepancies, errors, or omissions in this RFP, or if a Proponent is unsure as to the meaning of anything in this RFP, they are to advise East Hants in writing; East Hants may, in its sole discretion, respond to such written inquiry, to all Proponents, in an addendum.
- 1.6.16. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed. Insurance requirements, if any, should be reviewed by the Proponent's insurer.
- 1.6.17. East Hants may cancel the RFP process at any time, for any reason, in its sole discretion. In the event that an RFP process is cancelled, East Hants will not be obligated to pay any costs, damages, or claims of any type to any Proponent or potential Vendor or Proponent.
- 1.6.18. Suppliers who have been disqualified from bidding on contracts with East Hants may not respond to this RFP and any RFP which features a subcontractor who is disqualified from bidding may also be rejected.
- 1.6.19. In providing a Proposal, the Proponent warrants that their Proposal is in all respects fair and is provided without collusion or fraud. No representative of the company from which a Proposal 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 Proponent extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of East Hants in connection with this or any other procurement of goods, services, or construction.
- 1.6.20. Proponents must advise East Hants of any potential conflict of interest that may affect, or appear to affect, the RFP process, including the influence of award. East Hants may disqualify a Proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if East Hants determines that the Proponent has engaged in any conduct prohibited by this RFP.
- 1.6.21. Proponents 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 Proponent or their servants in the preparation of their Proposal and/or in the course of delivering Services.

- 1.6.22. Proponents are advised that no commitment to purchase Goods or Services shall exist until the successful Proponent is advised by East Hants, in writing, of an award. If an award is made, the method of procurement may be, at East Hants's discretion, Procurement Card, Purchase Order, or other method of contract East Hants may identify.
- 1.6.23. The procurement of goods and services, if any, resulting from this RFP 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 Proponents' Proposals. In the absence of such objections, East Hants will assume that the Proponent accepts such terms. The extent to which a Proponent accepts, rejects, or proposes modifications to such terms will be taken into account in evaluating Proposals. Any Proposal may, in the sole discretion of East Hants, be rejected at any time on the basis of proposed contract terms and conditions that are unacceptable to East Hants.
- 1.6.24. Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their Proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of Proposals. Proponents are further advised that East Hants may make public the names of any or all Proponents and intends to publish the name of the successful Proponent and the total value of any contract entered into with the successful Proponent. If a Proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.
- 1.6.25. In submitting a Proposal, the Proponent has accepted the reservation of rights (privilege clause) as set out herein and agrees to be bound by same. In addition, the Proponent confirms that it has, and will, comply with all policies of East Hants, including the *Procurement Policy* and *Supplier Disqualification Policy*. No Proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.
- 1.6.26. Submitting a Proposal shall be deemed proof that the Proponent was aware of and understood the requirements, the terms and conditions, and all other provisions of the RFP. East Hants will not be liable for claims made by a Proponent that they were uninformed or unaware of the requirements, terms or conditions of this RFP.

1.7. PROPOSAL OPENINGS

- 1.7.1 East Hants will proceed with private openings for this RFP. Proponents will be advised of their status in the RFP once a determination of award has been made.

1.8. PROPOSAL VALIDITY

- 1.8.1. All responses to this RFP should be held firm for a period of sixty (60) days from the Proposal Deadline or such additional time as may be mutually agreed upon in writing.

1.9. FEES, EXPENSES AND DISBURSEMENTS

- 1.9.1. The Proponent is responsible to ensure that their Proposal clearly describes Total Cost which will be charged to provide the Services. The Proponent must supply a detailed breakdown of the Total Cost including all fees, expenses, and disbursements for which the Proponent expects to be paid.

1.10. PROPOSAL REQUIREMENTS

- 1.10.1. The background, nature of the required Services, and other details which the Proposal must address are described in Section 2, Service Description. East Hants has tried to clearly describe what it wants to achieve in requesting these Services, its service expectations, and the level of support we may expect from the Successful Proponent during the term of the Service delivery.
 - 1.10.1.1. Drawings are provided for reference only and are not to be relied on. Some of the room uses have changed. The drawings cannot be scaled.
 - 1.10.1.2. East Hants has not located record drawings but will provide any information they have to the successful proponent. Electronic versions we have on file currently are poor quality PDF scans.
- 1.10.2. Generally:
 - 1.10.2.1. While there is no maximum page limit, Proponents should only include information which they believe is relevant to the Services being requested and which demonstrates the Proponent's capability and capacity to complete the Services, in accordance with these instructions and being mindful of the Evaluation Criteria.
 - 1.10.2.2. Proponents should avoid relying on assumptions. If a Proponent is unsure of something which is material to their Proposal, they are encouraged to ask questions within the specified period in which to do so.
 - 1.10.2.3. Proponents should not rely on assistance from East Hants as part of their Work Plan unless such assistance can only be obtained from East Hants. East Hants will meet their reasonable obligations to supply information, access, and, where solely within their responsibility to do so, such assistance as is required to facilitate the Services, but the Proponent must plan to supply all other information and labour as part of the Services and included in their Total Cost.
 - 1.10.2.4. **IMPORTANT:** The results of this assessment may result in the procurement of goods and services which, depending on their value, may need to publicly completed in the future. Where the Consultant drafts a specification in response to this RFP, the Consultant may be prevented from bidding on the resulting competition. However, where practical, East Hants may put in place requirements which balance any perceived incumbent advantage created during the scope of work for this RFP, which may be applied in the evaluation of future RFPs.
- 1.10.3. The Proponent must clearly and concisely describe in their Proposal how they propose to deliver the Services. This is the Proponent's one opportunity to convince East Hants they have the capability and capacity to complete the Services in a timely and professional way.
 - 1.10.3.1. Describe **how** the Proponent will approach this project if successful. It is up to the Proponent to create compelling argument as to why their firm should be selected, in accordance with the scoring parameters East Hants provides. Make sure you provide a clear description of how you will approach the work (methods).
 - 1.10.3.2. Proponents should demonstrate **how** the team they are proposing are qualified to complete the Services. A brief overview, typically one or two paragraphs, of each team member should be provided so East Hants can understand the role each are playing. If subcontractors are to be used, identify them and their roles.
 - 1.10.3.3. Provide résumés for the **Team** Members listed in their Proposal. Résumés should be brief, one page or less, and demonstrate that the team member has experience applicable to the project. Where specific experience may be lacked, demonstrate the controls the company will use to ensure the quality of the work.
 - 1.10.3.4. The Proposal must include a **schedule** indicating any stages proposed for the Services, together with the time required to complete each stage. The schedule shall indicate milestone dates and dates that items are to be delivered to East Hants.

- 1.10.3.5. **Examples and references:** Proponents must provide descriptions and references for three similar projects that they have completed, ideally where the same team members were involved and their roles similar to that proposed. Include the name, phone number, and email address for a representative of the client in case East Hants wishes to contact them. Discuss why the example was chosen and its relevance to East Hants' requirements.
- 1.10.3.6. Safety is an important component of every project. Briefly discuss how safety is managed at your organization, including:
 - 1.10.3.6.1. If your company has any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment (or other similar non-compliance issues in any jurisdiction), such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines, describe the circumstances and provide a summary of actions taken to prevent reoccurrence.
 - 1.10.3.6.2. Describe how you will ensure safety while providing Services, including environmental and worker safety, public safety with respect to access to the site, and safety generally with respect to hazard identification and mitigation.
- 1.10.4. Proponents must provide realistic cost and level of effort figures as part of their Proposal. If awarded, the lump sum Total Cost may not be exceeded.
- 1.10.5. Proponents must complete and submit with their Proposal Appendix A, the Proposal Form.
- 1.10.6. The Proponent may include any tables or attachments it feels will help clarify their Proposals above the minimums identified in the RFP document.
- 1.10.7. Proponents must indicate whether they are the sole undertakers of the work or whether sub-consultants will be used. Proposed sub-consultants shall be subject to approval by East Hants.
- 1.10.8. The Proponent must supply a list of all staff they anticipate to assign to complete the Services, and must include an organizational chart showing the lines of responsibility and reporting structure of these staff.
- 1.10.9. If a sub-consultant is to be used, the Proponent must include a list of the sub-consultant's staff, their organizational chart and the resumes of Primary Team Members. The role of any sub-consultant must be clearly defined and outlined in the Proposal.
- 1.10.10. East Hants may, without creating an obligation to any Proponent, request clarifications, additional information, supporting documentation not otherwise supplied, up to including a request for a meeting or presentation, for any Proposal or from any Proponent, prior to award.
- 1.10.11. It is the responsibility of the Proponent to be sure they understand the requirements prior to submitting a Proposal and before the deadline for questions has passed.
- 1.10.12. To qualify for award, a Proponent be registered with the Workers' Compensation Board of Nova Scotia (WCBNS), regardless of the size of the company or its usual status with WCBNS. The Proponent is required to provide a Clearance Letter with their Proposal, except where:
 - 1.10.12.1. A Proponent is not currently registered, but intends to register as a condition to providing the Services; and
 - 1.10.12.2. The Proponent confirms in Appendix A that they have inquired with WCBNS and have determined they will be able to obtain such coverage.
- 1.10.13. The successful Proponent will be expected to deliver the Services specified in Section 2, Services Description. The Sample Agreement included as Appendix B represents the terms and conditions



which East Hants expects will govern the performance of the Services; while some negotiation may be acceptable, if a Proponent has objection to a specific clause, in particular indemnification or insurance requirements, they must raise them during the competition and East Hants, in their sole discretion, may choose to alter the clause or not.

1.11. PROPOSAL EVALUATION

1.11.1. East Hants will evaluate each Proposal using the criteria specified below.

Criteria	Available Points
Proposal Document	
Description of Services (how the work will be done, why the proponent)	/25
Team Members	/20
Schedule	/10
Examples and References	/10
Safety	/5
Sub-Total	/70
Cost Rating	/30
Total	/100

1.11.2. While it is East Hants' intent to complete all elements if they can afford to, East Hants may choose to award only certain elements of the scope. However, East Hants will evaluate on the Total Cost for All Elements and will assign points for Cost based on the following formula:

**(Lowest Total Cost for All Elements divided by Proponent's Total Cost for All Elements)
multiplied by the Available Points**

1.11.3. Rejected proposals will not be considered when evaluating Cost.

1.11.4. In the case of a tie, East Hants may flip a coin to determine which Proponent to consider for award.

1.11.5. Award is subject to approval by Council or the CAO.

2. SERVICES DESCRIPTION

2.1. GENERAL

- 2.1.1. In 2021, the Municipality of East Hants (“East Hants”) took possession of the East Hants Sportsplex from the East Hants Arena Association (“EHAA”). EHAA continued to operate the Sportsplex under a Facility Management Agreement, but that agreement will end May 15, 2024 and operational control will cede to East Hants.
- 2.1.2. As part of East Hants’ due diligence in taking over the Sportsplex, East Hants wishes to complete a review of the existing security assets in the categories of CCTV, door access (locks and controls), and intrusion alarm and related sensors (the “Services”).
- 2.1.3. The intent of these Services is to identify what changes would be recommended to improve the security of the building and parking areas and to establish a budget to complete these changes.

2.2. SERVICE ELEMENTS

- 2.2.1. This review will include, at the discretion of East Hants, the following Service Elements:

- 2.2.1.1. **Deliverable 1:** Complete an inventory of existing security assets, including CCTV cameras, keyed locks (padlocks, entry locks, office locks, cabinets, etc.), door controls including swipe cards or remote access controls (if any), intrusion alarm components including sensors, control boxes, auto-dialers, and any other components. The inventory will specify the description of the asset, the location, the model number (if known), the resolution/quality level of the asset (if known), and any other identifying information reasonable to record. The inventory will, to the extent possible, identify the corresponding keys and any existing master keying systems.
- 2.2.1.2. **Deliverable 2:** Perform a gap assessment for CCTV to compare the existing distribution of cameras with a recommended distribution of cameras. The intent is to transition to the Axis family of cameras and the placement of cameras across the site to reduce the number of areas vulnerable to vandalism or mischief. The deliverable is a report which states the number of cameras needed, the type of camera, the applicable Axis-brand camera(s) which would suit this need including Axis part number, a brief specification which can be used to procure the installation of the cameras which includes a description of the cabling requirements and the approximate position and orientation of each camera, and a budgetary cost to complete the entire replacement (including estimates for labour). The report will include a sketch showing the position of each camera based on building plans East Hants will provide.
- 2.2.1.3. **Deliverable 3:** Provide a recommended master key and access control strategy for the Sportsplex. The intent is to replace all previous keys with new ones in an efficient manner, ideally in a master key configuration which is compatible with other Municipal key systems. Provide a budget estimate to complete the re-keying activities and provide new keys. If re-keying is not possible, identify locks which would need to be replaced and include these in the budget. Deliverable is a report which describes the key strategy, identifies all of the keyed locks and their placement within the strategy. Where a keyed lock is recommended to be replaced by a swipe card, retain the lock on the list but identify it as a possible replacement. The report should contain a concise description of the work sufficient to aid East Hants in the procurement of the services of a locksmith to complete the work.
- 2.2.1.4. **Deliverable 4:** Investigate the potential and feasibility to install electronic door controls and swipe cards on all entrances and personnel-only areas. East Hants uses a Keyscan system at

other locations and would like to be able to use the same cards, where applicable, to access the Sportsplex. Provide a scope of work which lists the work necessary to convert an existing key lock to scan excess, including the components needed (control panel, access readers, electronic latches) and the types of cabling necessary. Provide a budget estimate to supply and install all cabling, applicable latches, access readers, and an appropriate controller. If East Hants' existing system must be configured to work with the new system, include any third-party support necessary as part of the budget; East Hants want to be able to set up cards and control access without needing to go through a third party.

- 2.2.1.5. **Deliverable 5:** Complete an inventory of current alert systems in place (panic alarms, intrusion, fire alarm, generator, ice plant alarms, etc.) Perform a gap assessment for alert system to compare the existing alert systems in place with a recommended alert system. Provide a budget to add any new recommended alert system, including the cost of the systems and the labour/material to install them.
- 2.2.1.6. All recommendations provided by the Consultant must identify any other changes which would need to be completed in order to implement their recommendations. To the extent possible, the budget should include these necessary activities.
- 2.2.2. In order to determine the appropriate camera requirements, the Consultant should consider, but not be limited to, the following:
 - Building and surrounding signage;
 - Nearby buildings or property uses that may pose a risk factor;
 - Fencing, landscaping and vegetation;
 - Access to roof(s);
 - Perimeter door and window security, including material type and thickness, and all associated hardware;
 - Exterior lighting; and
 - Critical equipment located in specific locations of each building.
- 2.2.3. The Consultant may wish to, but is not required to, comment on the following in context to their other work:
 - Contractor, visitor, and internal staff sign-in; and
 - Panic and duress systems and emergency readiness.
- 2.2.4. The Consultant will conduct this review in accordance with their proposal, but will include, at minimum, the following methods:
 - Interviews with Staff, including Frontline Staff, Managers, Operational Staff, and any other staff members as appropriate;
 - Perimeter walks; and
 - Digital research.

2.3. REPORTING

- 2.3.1. The Consultant may provide one report or multiple reports.
- 2.3.2. Final reports will be provided in PDF format. Background data, tables, and research will be provided in Excel or similar spreadsheet format.

2.4. PROJECT SCHEDULE

2.4.1. The following schedule is preliminary subject to the availability of the Consultant.

Description of Task	Timeline Comments
Award of RFP	Anticipated in early June 2024
Kick Off Meeting	Within one week of award
Door Key Recommendations	Within two weeks of award
CCTV Camera Recommendations	Within three weeks of award
Alarm Recommendations	Within three weeks of award
High Level Budget	Within three weeks of award

2.5. EAST HANTS REPRESENTATIVE

2.5.1. The East Hants Representative for these Services is Scott Preston, Manager of Recreation & Aquatics. East Hants may, through the Representative or their designate, supply either verbal or written instructions to a Consultant with respect to the Services to be completed.

APPENDIX A - COST FORM

1. Contact information for Proponent:

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

3. COST

The Proponent must complete the following table to be submitted with their Proposal. While the intent is to complete all Service Elements, budget considerations, findings from the analysis, Schedule or, without limitation, other considerations may impact East Hants's ability or desire to complete Elements. By providing a price for a Service Element, the Proponent acknowledges that East Hants may, at its sole discretion, award or not award any Service Element.

Service Elements	Cost	Expenses (if any)	Total Cost per Element
Deliverable 1: Inventory of all existing systems			
Deliverable 2: CCTV			
Deliverable 3: Access control strategy and keyed locks			
Deliverable 4: Feasibility for electronic access and related			
Deliverable 5: Alarm systems and related deliverable			
Total Cost All Elements			

All fees shown will be exclusive of Harmonized Sales Tax (HST).

3. BY SIGNING BELOW THE BIDDER AGREES THAT:

- a. The Proponent has read and understands the requirement of this RFP and agrees to abide by the terms and conditions.
- b. The Proponent 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 Proponent's Proposal.
- c. The Proponent has read, understands and will, if awarded the work, comply with insurance requirements specified in the Sample Agreement.
- d. The Proponent 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 Proponent hereby agrees that the work proposed in the table will be completed by the dates stated in the Schedule for the costs indicated in the table above, inclusive of, without limitation, all fees, expenses or costs for which the Proponent may wish to be reimbursed, except HST.

Authorized Signature

Name (Printed)

Title (Printed)

Date



APPENDIX B - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>>, 2024 ("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 "Consultant")

BACKGROUND

East Hants wishes to retain the Consultant to provide a security assessment (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 Consultant as specified within this Agreement. The Services consist of several Service Elements, the authorization to complete which has been identified in this Agreement.
- 2 **Service Element** means a portion of the Services identified as a deliverable in the Services Description. Each deliverable has been assigned a lump sum cost by the Consultant and East Hants has specified in the PAYMENT section which Service Elements are authorized to be completed. East Hants may, in their sole discretion, authorize additional Work Elements during the Term of the Agreement.
- 3 **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.
- 4 **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

- 5 This Agreement consists of the following documents:
 - 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 Consultant to supply the Services described herein and the Consultant agrees to provide these Services. This Agreement is a **lump sum** Agreement whereby the Supplier agrees to provide the authorized Service Elements for the stipulated lump sum stipulated in the PAYMENT section, subject to the CHANGE provisions of the Agreement.



- 6 East Hants expects that any Consultant 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 Consultant to act with good faith and in the interests of East Hants.
- 7 The Consultant 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. Full completion of the Services to the satisfaction of East Hants; or
 - b. <<date>>, unless extended for an additional period by East Hants, in writing; or
 - c. Termination in accordance with the terms of this Agreement.

PAYMENT

- 9 East Hants shall pay the Consultant for each Service Element, at the stipulated lump sum for the Service Element, for each Service Element authorized in the table below:
- 10 In addition:
 - a. Payment, or part thereof, is only payable when the Consultant, 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 Consultant.
 - c. 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.
 - b. 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.
 - c. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
 - d. 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 Consultant 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.
 - e. No payments will be made by East Hants to the Consultant unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.
 - f. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
 - g. 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.

- h. 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 Consultant at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.
- i. The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the Consultant's employees, or persons for whom the Consultant had assumed responsibility in performing the Services.
- j. In the event the Agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Consultant 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 Consultant will have no further claim against East Hants for any damages related to termination of this Agreement.
- k. The Consultant shall be solely responsible to pay all costs and expenses arising out of this Agreement, whether or not they may qualify for reimbursement. The Consultant is responsible to maintain a thorough cumulative record of all costs, fees, expenses and disbursements over the term of the Contract. The Consultant must provide East Hants with an electronic copy of such record upon request.

INDEPENDENT STATUS

- 11 The Consultant will provide the Services to East Hants as an Independent Consultant and not as an employee. The Consultant agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Consultant or amounts paid by the Consultant to its employees or contractors.
- 12 The Consultant 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 Consultant is free to provide services to other clients, so long so long as there is no interference with the Consultant's contractual obligations to East Hants.

PERSONNEL

- 14 The Consultant is advised that East Hants expects personnel having the skills, training, and appropriate qualifications to perform the Services indicated. The Consultant 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 Consultant 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.

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 Consultant 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."

- 16 The Consultant is advised that the subcontractor listed in the Consultant'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.
- 17 If the Consultant finds that a subcontractor named in this Agreement cannot perform some or all of the Services for which they were named, the Consultant may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Consultant must:
- Identify the reasons why the named subcontractor cannot complete the Services;
 - Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - Make such request in writing; and
 - Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 18 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 Consultant may name. The rejection of a replacement subcontractor shall not relieve the Consultant of their obligation to perform the Services under this Agreement.

CONFIDENTIALITY

- 19 In the course of discharging its duties under this Agreement, the Consultant, 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 Consultant, 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").
- 20 The Consultant agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Consultant'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.
- 21 The Consultant 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 Consultant must be destroyed or returned to East Hants upon Termination of the contract.
- 22 The use and disclosure of the confidential information shall not apply to information which
- Was known to the Consultant before receipt of same from East Hants; or
 - Becomes publicly known other than through the Consultant; or
 - 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 Consultant shall adhere to any applicable law relating to data security. The Consultant 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 Consultant 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 Consultant understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Consultant 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 Consultant 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 Consultant, 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 Consultant in accordance with this Agreement, and shall survive this Agreement.

INSURANCE

- 27 The Consultant 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 Consultant 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 Consultant's insurance must provide for bodily injury or property damage that may result from the Consultant'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 Consultant must have and must maintain automobile insurance in the amount of \$1,000,000.00 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage.
- 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 Consultant must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 31 The Consultant 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 Consultant'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 Consultant 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 Consultant no longer is in Good Standing with WCBNS, the Consultant 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 Consultant 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 Consultant must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

REGULATIONS

- 33 The Consultant shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Consultant 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 Consultant shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

WORKERS' COMPENSATION

- 35 The Consultant 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 Consultant 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 Consultant, either direct or through a third party, which may appear to create an unfair advantage for the Consultant or where it may appear that an employee of East Hants may personally benefit from this Agreement, must be identified.

PERFORMANCE

- 37 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 Consultant 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 Consultant 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 Consultant until the entire amount is offset or, where there is not amount to offset, the Consultant 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.

CHANGE

- 43 If instructions provided by East Hants are interpreted by the Supplier as increasing or decreasing the scope of the Services, they must inform East Hants of this opinion, in writing, prior to acting on these instructions. If such instructions will result in a change to the contract value or schedule, a Change Order must be approved by East Hants prior to the change taking effect.
- 44 Any change in scope that affects the cost of the Services or the schedule must be approved by East Hants in writing; changes which are not approved by East Hants, in writing, may not be compensated.
- 45 To effect a Change Order, the Supplier must provide, at minimum, the following:
 - a. A description of the change in Services as a result of the instructions;
 - b. The reason for the change;
 - c. The impact, if any, on the Schedule;
 - d. The amount, exclusive of HST, by which the cost will either be increased or decreased; and
 - e. A summary of the activities and costs which make up the amount of increase or decrease.
- 46 East Hants may, at its sole discretion, discontinue all or a portion of the Services by providing the Consultant with 30 days' written notice of such discontinuation.
 - a. The Consultant 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 Consultant must identify, in writing, any consumable or equipment items which are stored at the location and which will be removed once Services are discontinued.
- 47 East Hants wishes the Consultant 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 Consultant 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 Consultant must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Consultant'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;

RESPONSIBILITY FOR DAMAGE

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

MAINTAINING SECURITY

- 49 The Consultant will be provided with keys, access cards and security codes as necessary to perform the Services and which will be unique to the Consultant. The Consultant and their employees must take reasonable safeguards to ensure keys, access cards and security codes are kept safe. In the event the Consultant or an employee loses a key or access card or discloses a security code, the Consultant must immediately inform East Hants so that corrective action may be taken. The Consultant may be held responsible for the consequences of lost or stolen keys, access cards or security codes.
- 50 Without limiting the foregoing, the Consultant 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 Consultant at a rate of \$100.00 per instance.
- 51 The Consultant must ensure that security alarms, where applicable, are enabled after each instance when the Services are completed. In addition, the Consultant must take reasonable precautions to secure any location when the employee performing the Services must temporarily leave the location unattended, up to and including setting the alarm.
- 52 The Consultant will be responsible to report any false alarms to the appropriate Alarm Reporting Station immediately and to East Hants no later than the following business day. If East Hants is invoiced for a false alarm as a result of the actions, or inaction, of the Consultant or their employee, the Consultant must reimburse East Hants for the related cost.

SAFETY

- 53 Prior to the commencement Services, the Consultant, 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.

54 The Consultant must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.

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

TERMINATION

56 East Hants may terminate this Agreement at any time, for any reason, by providing thirty days' written notice to the Consultant. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Consultant 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 Consultant makes changes to the approved list of Consultant'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 Consultant 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 Consultant by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.

64 East Hants reserves the right to terminate this Agreement if the Consultant 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 Consultant by government officials.

60 East Hants reserves the right to terminate this Agreement, without penalty of any kind, if the Consultant is judged to be bankrupt or makes general assignment for the benefits of its creditors.

61 Termination of the Agreement by East Hants shall not relieve that Consultant of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

62 In the event that a Receiver is appointed to manage the affairs of the Consultant, 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 Consultant.

ASSIGNMENT

63 The Consultant 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

- 64 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

- 65 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

- 66 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.

- 67 The Notifications shall be addressed as follows:

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

Municipality of East Hants
RFP50693 - Security Assessment, Sportsplex
 Box 230, Suite 170
 15 Commerce Court
 Elmsdale, NS B2S 3K5

Attention: <<Title>>

- b. By email to East Hants:

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

- c. By mail to the Consultant:

<<Company Name>>
RFP50693 - Security Assessment, Sportsplex
 <<Address>>

Attention: <<Name>>

- d. By email to Consultant:

Email: <<email address>>

GOVERNING LAW

- 68 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

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

SEVERABILITY

- 70 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

- 71 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:

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

