

# Infrastructure & Operations

## REQUEST FOR QUOTATIONS

Water Testing Services  
RFQ50709

Release date: July 11, 2024

Quotations will be received up to  
2:00:00 pm local time on, July 31, 2024

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



**EAST HANTS**  
We live it!

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## 1. INSTRUCTIONS TO BIDDERS

### 1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants ("East Hants") requires the services of a laboratory to complete water sample testing for various departments, as further described in Section 2, Statement of Requirements. To this end, East Hants is inviting Vendors to provide competitive Quotations for these services.

### 1.2. DEFINITIONS

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

### 1.3. QUOTATION DEADLINE & SUBMISSION REQUIREMENTS

- 1.3.1. Quotations will be received up to 2:00:00 pm local time on July 31, 2024 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 Go to <https://www.easthants.ca/procurement/>, select the applicable competition, and register using a valid email address. The online procurement application will generate an automatic email which will provide a link to the competition dashboard through which a bidder may download documents and submit responses.
- 1.3.3. 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.
- 1.3.4. Remember to sign the bid form. Electronic signatures are acceptable.
- 1.3.5. 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 **11:00AM** local Nova Scotia time on **July 24, 2024**.
- 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 chooses to act based on information

received in any other way than an approved Addendum or communication, in writing, from the representative named in this section.

#### 1.5. WITHDRAWING OR MODIFYING A BID

- 1.5.1. Quotations can only be withdrawn by 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.

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

- 1.6.1. This document and Request for Quotation process does not constitute a call for Tenders. This RFQ process will not give rise to any Contract A-based tendering law duties or legal obligations.
- 1.6.2. This Request for Quotations neither expresses nor implies any obligation on the part of East Hants to enter into a contract with any party submitting a response or responses.
- 1.6.3. All Quotations become the property of East Hants once submitted.
- 1.6.4. Late Quotations will be rejected and will be returned unopened. Incomplete Quotations may be rejected.
- 1.6.5. Any Quotation that does not include all of the information required in this RFQ may be considered incomplete and may be rejected. East Hants will, in their sole discretion, determine if the missing information is material to their ability to evaluate a response; if East Hants believes they have sufficient information to evaluate, it may proceed to do so.
- 1.6.6. Bidders undertake any expenditure related to the submission of a Quotation at their own risk. The Bidder is responsible for all costs associated with preparing and submitting this Quotation. This includes, without limitation, any and all costs, fees, expenses (travel, accommodations or meals) or other incidentals related to preparing, printing, binding, transporting, presenting, defending, or clarifying the Quotation.
- 1.6.7. East Hants may include evaluation criteria within this Request for Quotation document to be used as a guideline for Quotations. East Hants reserves the right to deviate from the evaluation criteria where it is in the best interests of the Municipality. Without limiting the generality of the foregoing, decisions to deviate from the evaluation criteria may be made based on budgetary and/or service delivery considerations having regard to all of the Quotations received and the needs of East Hants.
- 1.6.8. East Hants does not bind itself to accept any Quotation, but may accept any Quotation, in whole or in part, or discuss with any Bidder different or additional terms to those described in this RFQ or in such Bidder's Quotation. East Hants may:
  - reject any or all of the Quotations;
  - accept any Quotation;
  - if only one Quotation is received, choose to accept or reject it;
  - choose not to accept the lowest bid price;



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



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

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

## 1.7. QUOTATION OPENINGS

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

## 1.8. QUOTATION VALIDITY

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

## 1.9. RATES

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



- 1.9.2. Unless otherwise specified herein, the Rates submitted by the Bidder for the Services must be the total cost to provide the Services. Each Rate must include all costs related to delivering the specified testing Services, including, without limitation, overhead and profit, loading and handling, travel time, supplies and materials, training (where specified), and any other such costs. The Rates must also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the services in a timely fashion.

#### 1.10. QUOTATION REQUIREMENTS

- 1.10.1. The Services required are described in Section 2, Statement of Requirements. East Hants has tried to clearly describe what it is looking for, how the Services must be supplied, and any support or after sales services it expects from a Vendor.

- 1.10.2. The Bidder must include in their quotation:

- A brief overview of your company (name, years in business, etc.);
- An overview of your quality program, including the standards applicable to the type of test and analysis East Hants requires;
- A brief overview of your capacity to do this testing (number of staff, equipment, etc.);
- Summary of experience doing each type of testing, including current contact information for each company in case we wish to reach out to the reference;
- The cost to complete the Services as specified in the Rates tables. The cost of reporting will be included in the applicable rates;
- A statement of the hourly rates that would apply for any work East Hants may wish to complete in addition to the Services specified (hourly technician rates, for example);
- Copy of your Workers' Compensation Board of Nova Scotia (WCBNS) letter of Good Standing; and
- Proof of insurance (we will need to be added to the successful Bidder's certificate as an additional insured only after award).

- 1.10.3. Bidders are must complete and submit with their Quotation Appendix A, the Quotation Form.

- 1.10.4. 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.

- 1.10.5. 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.

- 1.10.6. 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.

- 1.10.7. The successful Bidder will be expected to accept the Terms and Conditions listed in Section 3. If there are objections to the Terms and Conditions, please identify them before the period for questions ends. Failure to accept these Terms and Conditions may result in the rejection of the Bidders quotation or the cancellation of award.

#### 1.11. QUOTATION EVALUATION

- 1.11.1. East Hants will review each compliant Quotation and assign it points up to the maximum number of points available for each criterion. The points will be assigned based on the information provided by the Bidder, East Hants' understanding of the information submitted by the Bidder, East Hants' understanding of its needs, and, in East Hants' sole opinion, how well the Quotation addresses those needs.

1.11.2. 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.

1.11.3. Total Price will be established by multiplying each Rate by the corresponding quantity for each year contemplated in the Rates Table. The sum of all products in a row will be the price for that test for the Term.

Ex: Rate Year 1: \$5.00; Rate Year 2: \$5.10; Rate Year 3: \$5.20; Quantity: 60.  
 Test Price = (60x\$5.00) + (60x\$5.10) + (60x\$5.20) = \$918.00

1.11.4. The sum of all test prices, for both divisions, for the Term will be the Total Price, which will be evaluated using the following formula:

(Lowest Total Price divided by Bidder's Total Price) multiplied by the Available Points

1.11.5. The following table shows the criteria against which your Quotation will be reviewed and the number of points available for each criterion. The Quotation which is awarded the most points may be selected for award. In the case of a tie, East Hants may use any method it chooses to determine award, including flipping a coin.

Criteria for Services Award	Available Points
Total price (exclusive of HST)	70
Demonstrated Experience	10
Demonstrated Quality Program	10
Description of Capacity	10
<b>Total Points:</b>	<b>100</b>

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



## 2. STATEMENT OF REQUIREMENTS

The Municipality of the District of East Hants (“East Hants”) requires the services of a laboratory to test water samples for both the East Hants’ water utility and the Waste Management Centre (“WMC”). The following describes the services required for each division.

### WATER & WASTEWATER

The Water and Wastewater division of East Hants’ Infrastructure and Operations department requires regular testing of water samples to ensure their continued compliance to regulations. Water results are to be compared to *Health Canada Guidelines for Canadian Drinking Water Quality and Guidelines for Monitoring Public Drinking Water Supplies*. Wastewater results will be compared by East Hants.

Total Coliforms & E. Coli (P/A) testing is done weekly in multiple locations. Most other tests are completed monthly. Sampling frequency and parameters can be found in Schedule 1. The Pricing Table provides a summary of the total tests required. East Hants will provide the samples.

When drinking water results exceed the Health Canada Guidelines for Canadian Drinking Water Quality Maximum Acceptable Concentration (MAC), the laboratory is required to immediately notified East Hants by phone. The frequency of testing, the number of samples, and the nature of testing is subject to changes to our approvals to operate in a given facility and changes to legislation. Should a change in legislation or in the approval to operate require testing not specified in this document, East Hants may, at their sole discretion, add the additional testing to this agreement, provided:

- The Supplier is capable to perform the additional testing; and
- The Supplier provides a reasonable rate which is competitive in the market.

East Hants will only pay for the testing and analysis of the samples it provides. If a sample is omitted by East Hants, the Supplier will not charge for that test or analysis; they will, however, provide a placeholder representing the location that was omitted in their report, noting that no testing was done for that location in the period being reported on.

The Supplier will perform the Services in accordance with accepted industry practice and any applicable legislation or standards. The Supplier will use tools and equipment appropriate for the purpose, cleaned and sanitized to prevent contamination, and consistently maintained and, where applicable, calibrated. The Supplier will provide coolers, completed labels, and clean containers appropriate to the samples to be collected, including any lids required to transport the samples and facilitate the Services. The Supplier must have the following weeks’ bottles ready for pickup and labelled on a weekly basis by Monday of the previous week (i.e. drop off samples on the week of the 14th and pick up bottles for the week of the 21<sup>st</sup>). If applicable, the Supplier will provide a list of handling procedures to ensure samples are collected in accordance with their quality regime.

If a sample must be transported from the Supplier’s facility to another facility for testing, the Supplier is responsible for, without limitation, all costs associated with the packing, shipping, transportation, and testing by the third-party. The Supplier must maintain chain of custody and the samples must be transported in such a way to keep the samples viable for testing.

East Hants will:

- Collect all samples in the containers provided by the Supplier, in accordance with any requirements the Supplier may have, and complete the initial labelling;
- Handle samples in accordance with any reasonable instructions provided by the Supplier;
- Store samples in coolers to maintain an appropriate temperature;
- Transport samples to the Supplier’s premises in a timely fashion; and
- Fill out Chain of Custody forms for submission with the samples.

The Supplier will:

- Accept samples when delivered by East Hants and return any coolers used to transport the samples;
- Handle the samples in accordance with their quality program and industry standards to avoid loss, contamination, or other occurrence which may affect the samples viability for test and analysis;
- Accept and process the Chain of Custody form for the samples;
- Test and analyze according to the test type specified;
- Except in the case of the fish toxicity report which must be provided annually, provide a signed laboratory report to East Hants within seven (7) business days of the samples being provided; and
- Provide a certificate with each report which verifies all laboratory quality assurance and quality control (QA/QC) standards were met.

If results cannot be reported within the seven (7) days of the samples being provided, the Supplier must notify East Hants, in writing and prior to the due date of the report, of the delay and provide a revised date as to when the reports will be provided. If delays affect East Hants' obligations under their approval to operate, such delays may result in termination of the agreement.

Online access to results is not a requirement of this agreement, but, if available, is to be provided at no additional charge.

#### **WASTE MANAGEMENT CENTRE**

East Hants Waste Management Centre ("EHWMC") in Georgefield, NS, with respect to Nova Scotia Environment Approval to Operate No. 2007-2535041-02.

East Hants will provide the samples, which will come from two sources, Groundwater Wells and Surface Water sources. Sampling frequency and parameters can be found in Schedule 2. This schedule coincides with requirements as per the approval to operate which are outlined in Nova Scotia Environment and Climate Change's Solid Waste Management Facility Guidelines for Construction and Demolition Debris Storage, Transfer, Process and Disposal - Effective July 5, 2023.

Groundwater:

- There are 33 well locations & two field duplicates for quality assurance.
- Groundwater results are to be compared to Health Canada Guidelines for Canadian Drinking Water Quality ("GCDWQ"), which is consistent with the Nova Scotia Contaminated Sites Regulations Environmental Quality Standards ("EQS") for potable sites.

Surface Water:

- There are six surface locations & one field duplicate for quality assurance.
- Surface water results are to be compared to the Canadian Council of Ministers of the Environment ("CCME") Summary of Canadian Environmental Quality Guidelines for Freshwater Aquatic Life ("FWAL").
- A water sample from the sedimentation pond discharge water ("SS-Out") is collected annually and must be analyzed for trout toxicity (lethality) testing. Toxicity testing shall be conducted using the 96-hour Acute Lethality test of Effluent to Rainbow Trout, Environment Canada, Reference Method EPS-1/RM/13.
- A water sample from the sedimentation pond discharge water ("SS-Out") is collected weekly for Total Suspended Solids (TSS) (excluding the quarterly sampling events which includes TSS).
- A water sample from the sedimentation pond discharge water ("SS-Out") is collected monthly for BOD<sub>5</sub> (excluding the quarterly sampling events which includes BOD<sub>5</sub>).



Note that East Hants intends to only pay for the testing and analysis of the samples it provides. If a sample is omitted by East Hants, due to a dry well or other reason, the Supplier will not charge for that test or analysis; they will, however, provide a placeholder representing the location that was omitted in their report, noting that no testing was done for that location in the period being reported on.

The Supplier will perform the Services in accordance with accepted industry practice and any applicable legislation or standards. The Supplier will use tools and equipment appropriate for the purpose, cleaned and sanitized to prevent contamination, and consistently maintained and, where applicable, calibrated. The Supplier will provide clean containers appropriate to the samples to be collected, including any lids and labels required to transport the samples and facilitate the Services. If applicable, the Supplier will provide a list of handling procedures to ensure samples are collected in accordance with their quality regime.

East Hants will:

- Collect all samples in the containers provided by the Supplier, in accordance with any requirements the Supplier may have, and complete the initial labelling;
- Conduct field filtering for groundwater dissolved parameters;
- Handle samples in accordance with any reasonable instructions provided by the Supplier;
- Store samples in coolers to maintain an appropriate temperature;
- Transport samples to the Supplier's premises in a timely fashion; and
- Fill out Chain of Custody forms for submission with the samples.

The Supplier will:

- Prepare a bottle order as per the sampling schedule requirements provided by East Hants;
- Accept samples when delivered by East Hants and return any coolers used to transport the samples;
- Handle the samples in accordance with their quality program and industry standards to avoid loss, contamination, or other occurrence which may affect the samples viability for test and analysis;
- Accept and process the Chain of Custody form for the samples;
- Test and analyze based on the applicable analytical suite specified in Appendix A. East Hants will specify to which analytical suite to test the field duplicate samples;
- Except in the case of the annual trout toxicity report which must be provided annually, provide a signed laboratory report to East Hants within 10 business days of the samples being provided; and
- Provide a certificate with each report which verifies all laboratory quality assurance and quality control (QA/QC) standards were met.
- Failure to protect the sample while in the Supplier's care, resulting in loss of sample, will be resolved at the Suppliers' cost.

If results cannot be reported within the ten (10) days of the samples being provided, the Supplier must notify East Hants, in writing and prior to the due date of the report, of the delay and provide a revised date as to when the reports will be provided. If delays affect East Hants' obligations under their approval to operate, such delays may result in termination of the agreement.

### 3. TERMS AND CONDITIONS

The successful Bidder will be referred to as the Supplier and will be subject to the following Terms and Conditions after award.

#### GENERAL

The Supplier will pay all Federal and Provincial Taxes as required by the appropriate enactments.

The Supplier 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.

#### TERM

The Term of this agreement shall be from September 1, 2024 until:

- August 31, 2027, unless extended for an additional period by East Hants, in writing. This agreement may be extended, in East Hants' sole discretion, for up to one additional year; or
- In the event of Termination in accordance with the terms of this agreement.

#### INVOICES

The Supplier must indicate on each application for payment, as a separate amount, the Harmonized Sales Taxes that East Hants is legally obligated to pay. This amount will be included in payments to the Supplier.

East Hants requires that Invoices be submitted for each set of samples. Invoices:

- Must be submitted by email to [vendors@easthants.ca](mailto:vendors@easthants.ca). When a Purchase Order is specified by East Hants, the invoice must reference a Purchase Order, if provided, in order to be processed for payment.
- Must be supported in such detail as East Hants may request;
- Will be reviewed by East Hants for completeness in a timely manner and, if acceptable, will be approved 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. The Supplier will have a duty to make corrections to the Invoice or Services to ensure they are acceptable to East Hants;
- If the Supplier has agreed to electronic payment of invoices and has registered for same, payment will be made on a net thirty (30) days basis from receipt of an acceptable Invoice. East Hants prefer that the Supplier register for electronic funds transfer as the method of payment.
- No payment made by East Hants will constitute acceptance of work or products that are not in accordance with the requirements of the Supplier's Quotation or the terms of this document; and
- Registration with the Workers' Compensation Board of Nova Scotia (WCBNS) is required as a condition of providing these Services; a valid Clearance Letter must be included with each Invoice.

#### INDEMNIFICATION

The Supplier shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, 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 Supplier in accordance with this agreement, and shall survive this agreement.

## LIMITATION OF LIABILITY

In the event liability is shared by the parties to this Agreement, each party shall contribute in the amount of its proportionate share for all actions, claims, liability, damages, losses, expenses or judgments.

Notwithstanding anything to the contrary, (i) neither party shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party, (ii) no punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances and (iii) the total liability of one party to the other shall not exceed the limit of the Supplier's insurance for negligent professional acts, errors or omissions.

## INSURANCE

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

- Commercial General Liability (CGL) insurance on an occurrence basis with a minimum limit of \$2,000,000 for bodily injury including death, personal injury and property damage including loss of use, and shall include, but not be limited to the following clauses: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability. In addition:
  - The property damage and/or bodily injury deductible for such insurance must be stated on the Certificate of Insurance
  - Such insurance shall have a general aggregate of not less than \$5,000,000.
  - Such insurance shall contain both cross-liability and severability of interest clauses.

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

- The Certificate must list the competition number and the description of the Services being performed under the agreement.
- The Certificate for CGL must list the Municipality of the District of East Hants as an additional insured. The Certificate must provide for 30 days' written notice of cancellation or material change. Any changes to coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

The Supplier shall provide proof that they have Professional Liability insurance in the amount of \$2,000,000 which provides coverage for acts, errors, and omissions arising from their professional services performed under this agreement. The proof shall be in the form of a certificate of insurance; such certificate will be provided to East Hants within 10 business days of notification of award, upon each renewal of this insurance during the Term, and within 10 days of a request from East Hants, acting reasonably, during the Term.

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

## TERMINATION

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

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

Supplier may terminate this Agreement for any material failure by East Hants to comply with this Agreement, provided that the Supplier gives East Hants thirty (30) days' prior written notice of its intention to terminate for such failure and affords to East Hants an opportunity to cure such failure within said thirty (30) days.

## SAFETY

East Hants expects that any Supplier capable to perform the Services will perform them to a reasonable level of quality and safety common to their industry. East Hants will monitor performance and work with the Supplier to help the Supplier meet or exceed East Hants' expectations.

Supplier must take reasonable precautions in completing the work, including, without limitation, the use of appropriate personal protective equipment (PPE) and high visibility clothing by them and their staff.

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

## CONFIDENTIALITY

Information provided by East Hants is to be treated as confidential and is not to be disclosed to any third party without the written permission of East Hants except as necessary to perform the Services, and except as required by law, court order or governmental demand.

## COMPLIANCE

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

## GOVERNING LAW

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.

## ADDITIONAL PROVISIONS

**Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of this Agreement shall be reserved to East Hants and Supplier. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of East Hants and Supplier that any such person or entity, other than East Hants or Supplier, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**Re-Use.** In the event of any re-use or alteration of documents provided by Supplier under this Agreement, such re-use or alteration shall be the responsibility of East Hants.

**Force Majeure.** Notwithstanding anything to the contrary in this Agreement, if either party is *bona fide* delayed in or prevented from performing any obligation under this Agreement by reason of strikes or other labour disturbances, civil disturbance, restrictive government laws, regulations or directives, acts of public enemy, war, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or Act of God, and not caused by its default and not avoidable by exercise of reasonable effort or foresight, then performance of such obligation is excused for

so long as such cause exists, and the party so delayed shall and is entitled, without being in breach of this Agreement, to carry out such obligation within the appropriate time period after the cessation of such cause.

**Intent.** While the intent of this Agreement is to use the Supplier to complete the testing services specified for the duration of the term, nothing will prevent East Hants from, and East Hants shall not pay any penalty for, obtaining the services from another vendor if the Supplier is unable to complete the services as specified. East Hants will only pay the Supplier for services which have been provided.



## APPENDIX A - QUOTATION FORM

### 1. Contact information for Bidder:

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

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

Test	Approximate Annual Quantity	Rate per Test Year 1	Rate per Test Year 2	Rate per Test Year 3
Total Coliforms & E. Coli (P/A)	428			
Standard Water Analysis	42			
Total Metals	72			
Glyphosate, Atrazine, Metolachlor	4			
TPH & BTEX	4			
THMs & HAAs	28			
DOC	24			
Nitrate Nitrogen	8			
Aluminum	0			
Arsenic	2			
Manganese	3			
Lead	38			
Copper	38			
Chlorite	3			
Chloramines	1			
Total Microcystins	2			
Total Coliforms & E. Coli (MPN)	30			
TKN	30			
TP (low level)	30			
TSS	30			
Ammonia-N	30			





BOD	30			
pH	30			
Calcium	30			
GCDWQ MAC/iMAC excl Cyanobacteria *Every 5 years* next in 2027	3	N/A	N/A	
GCDWQ MAC/iMAC *Every 5 years* next in 2025	2			N/A
Rush Total Coliforms & E.Coli (MPN)	5			
CBOD5	90			
TSS	90			
Fecal Coliform	0			
E.coli	78			
BOD5	24			
Residual chlorine	26			
Ammonia-N	52			
Total Phosphorus	50			
TKN	24			
Fish Toxicity	1			

Waste Management Centre Analytical Suite	Estimated Samples Per Year	Rate Year 1	Rate Year 2	Rate Year 3
C1 Schedule 1: Groundwater, Leachate and Surface Water Monitoring Parameters	132			
C2 Schedule 1: Groundwater, Leachate and Surface Water Monitoring Parameters	24			
C3 Schedule 1: Groundwater, Leachate and Surface Water Monitoring Parameters	45			
BOD <sub>5</sub> SS-OUT	8			
Toxicity Testing SS-OUT	1			
TSS SS-OUT	48			



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

- a. The Bidder has read and understands the requirement of this RFQ and agrees to abide by the terms and conditions.
- b. The Bidder has read and understands the following addenda: Addendum \_\_\_\_\_ to \_\_\_\_\_ (if any). Failure to acknowledge an addendum containing information pertinent to the Services may be cause to reject a Bidders Quotation.
- c. The Bidder has read, understands and will, if awarded the work, comply with insurance requirements specified in Appendix C.
- d. The Bidder will, if awarded the work, obtain and will maintain for the duration of the contract Workers' Compensation Board of Nova Scotia workplace insurance coverage (attach Letter of Good Standing if available).
- e. The Bidder hereby agrees to supply the Services described in Section 2 at the Rates indicated in their Quotation Form.

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

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

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

\_\_\_\_\_  
Date



## SCHEDULE 1 & SCHEDULE 2

Provided as separate PDF files.

