

# Infrastructure & Operations

## REQUEST FOR QUOTATIONS

Industrial Services - Vacuum and Hydro Excavation  
RFQ50745

Release date: September 24, 2024

Quotations will be received up to  
2:00:00 pm local time on October 16, 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!

# Contents

<b>1. INSTRUCTIONS TO BIDDERS.....</b>	<b>5</b>
1.1. INTRODUCTION.....	5
1.2. DEFINITIONS .....	5
1.3. QUOTATION DEADLINE & SUBMISSION REQUIREMENTS .....	5
1.4. INQUIRIES .....	5
1.5. WITHDRAWING OR MODIFYING A BID .....	6
1.6. QUOTATION ACCEPTANCE (PRIVILEGE CLAUSE).....	6
1.7. QUOTATION OPENINGS .....	8
1.8. QUOTATION VALIDITY.....	9
1.9. RATES.....	9
1.10. QUOTATION REQUIREMENTS.....	9
1.11. QUOTATION EVALUATION .....	9
<b>2. STATEMENT OF REQUIREMENTS.....</b>	<b>11</b>
2.1. GENERAL .....	11
2.2. SERVICES .....	12
2.3. BASIS OF RATES .....	13
2.4. MUTUAL OBLIGATIONS .....	14
2.5. REPORTING REQUIREMENTS.....	15
2.6. EQUIPMENT AND MATERIALS.....	15
<b>APPENDIX B - BIDDER QUESTIONNAIRE .....</b>	<b>18</b>
<b>APPENDIX C - SAMPLE AGREEMENT .....</b>	<b>27</b>
BACKGROUND .....	27
DEFINED TERMS.....	27
CONTRACT DOCUMENTS .....	27
INTENT .....	27
TERM .....	28



PAYMENT .....	28
INDEPENDENT STATUS .....	29
PERSONNEL.....	29
SUBCONTRACTOR .....	29
CONFIDENTIALITY .....	30
INFORMATION COLLECTED .....	31
INDEMNIFICATION .....	31
INSURANCE .....	31
ISSUE REPORTING .....	32
REGULATIONS.....	33
TAXES .....	33
WORKERS' COMPENSATION.....	33
CONFLICT OF INTEREST .....	33
PRIORITY .....	33
PERFORMANCE.....	33
CHANGES TO SERVICES .....	34
RESPONSIBILITY FOR DAMAGE .....	35
MAINTAINING SECURITY .....	35
SAFETY .....	35
TERMINATION .....	36
RECEIVERSHIP.....	36
ASSIGNMENT .....	36
ENTIRE AGREEMENT .....	36
INTERPRETATION.....	36
NOTIFICATION .....	37
GOVERNING LAW .....	37
ENUREMENT .....	37
SEVERABILITY .....	37



**WAIVER** ..... 38



## 1. INSTRUCTIONS TO BIDDERS

### 1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants (“East Hants”) requires jet rodding, vacuum, video inspection, and hydro excavation services on an as-and-when needed basis, collectively referred to as “industrial Services”, as further described in Section 2, Statement of Requirements (the “Services”).
- 1.1.2. To this end, East Hants is seeking competitive Quotations from the marketplace to identify a Vendor to possibly supply these Services.
- 1.1.3. The actual value of these Services will vary each year based on the needs for such services that East Hants encounters. Based on recent activity, the anticipated costs per year for these Services would be approximately \$45,000.00 plus HST per year.

### 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 **October 16, 2024** by upload only using the East Hants online procurement application.
- 1.3.2. 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 is responsible for uploading and submitting all documents by closing time. The Bidder must account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and Bidder releases East Hants from, any damage or loss of any kind whatsoever related to Bidder’s failure to submit documents by closing time for any reason.
- 1.3.4. 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 **11:00 am** local Nova Scotia time on **October 9, 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.
- 1.6.1. 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; while some negotiation may be acceptable, if a Bidder 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. East Hants may, at their sole discretion, consider objections raised in bids, but the extent to which a Bidder accepts, rejects, or proposes modifications to contract terms may be taken into account when evaluating Bids. In the absence of 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.
- 1.6.2. 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.
- 1.6.3. 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.
- 1.6.4. 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 Bidder will present their Quotation as Rates in accordance with the requirements of this RFQ; if you are unsure of how this Rate is to be structured, please send in a question prior to the end of the period for Inquiries.
- 1.9.2. The Rates provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.3. The Rates and resulting Contract Price must represent all costs related to the performance of the Services for which the Bidder may wish to be compensated. As the Rates are monthly, the Bidder must reflect in each monthly rate a portion for elements of the Services which occur less than on a monthly basis.
- 1.9.4. The Rates must represent all costs which may apply, including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), placement, training (where specified), and any other such costs. The Rates, where specified, 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. Bidders must provide realistic cost and level of effort figures as part of their Quotation. The Bidder must include in their quotation:
- 1.10.3. Bidders must complete and submit with their Quotation Appendix A, the Quotation Form and Appendix B, Bidder Questionnaire.
- 1.10.4. 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 may be required to show proof of insurance. Insurance requirements, if any, will be listed in the sample agreement included as Appendix C.
- 1.10.8. The successful Bidder will be expected to deliver the Services specified in Section 2, Services Description. The Sample Agreement included as Appendix C represents the terms and conditions which East Hants expects will govern the performance of the Services.

## **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. Contract Price will be determined using the following methodology:

- 1.11.3.1. Unit Rate is multiplied by the Estimated Quantity for each Item, calculated for each Year to determine the Annual Cost for each Item for each Year of the contract Term;
- 1.11.3.2. The Annual Cost for each Item for each Year are added together to determine Total Cost per Item for the entire Term of the contract; and
- 1.11.3.3. The Total Cost Per Item for each Item are added together to determine the Contract Price.
- 1.11.3.4. Traffic Control and Percentage Mark-up will not be considered in the financial analysis, but can be considered under the Value criterion.

Example of a Two-Year Contract:

Item	Unit of Measure	Estimated Annual Quantity	Unit Rate Year 1	Unit Rate Year 2	Annual Cost per Item Year 1	Annual Cost per Item Year 2	Total Cost per Item (Term)
Example 1	Hour	50 hours	\$100	\$110	\$5,000	\$5,500	\$10,500
Example 2	Lump Sum	2	\$1,200	\$1,500	\$2,400	\$3,000	\$5,400
Example 3	Hour	100	\$25	\$30	\$2,500	\$3,000	\$5,500
<b>Contract Price (Term)</b>							<b>\$21,400</b>

1.11.4. Contract Price will be evaluated using the following formula:

(Lowest Contract Price divided by Bidder's Contract 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 chance.

Criteria for Services Award	Available Points
Contract Price (exclusive of HST)	50
Bidder Questionnaire Responses (capacity, equipment, response times)	40
Value (other Rates, exclusions, caveats which affect the value of the services)	10
<b>Total Points:</b>	<b>100</b>

1.11.6. East Hants may make calculations based on the information provided by the Bidder to help determine total cost of ownership or similar metrics and they may use such calculations in determining best value.

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

## 2. STATEMENT OF REQUIREMENTS

### 2.1. GENERAL

- 2.1.1. The Contractor will supply vacuum, video inspection, hydro excavation, and associated services (the “Services”) on an as-and-when needed basis, on demand, for both planned and unplanned (emergency) work.
- 2.1.2. The Contractor will be available to respond 24 hours per day, seven days a week, including all holidays and week-ends. This may include simultaneous assignments within East Hants.
- 2.1.3. The Contractor will provide the Services based on the table of Rates included in the PAYMENT section of the Agreement.
- 2.1.4. This Agreement is primarily for use by the department in East Hants’ Infrastructure & Operations Water and Wastewater division. Other departments and divisions within East Hants may choose to use the Contractor for these types of Services, but they are not obligated to.
- 2.1.5. Locations for the Services will depend on where they are needed. Services are typically required where there is sewer or water infrastructure. A map of this the areas associated with this infrastructure is included as Exhibit 1. This does not mean Services will not be requested for other areas, but the majority of calls will be in the Corridor area and areas associated with this infrastructure.
- 2.1.6. East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed. Rates will be charged based on the actual number of hours, or part thereof, or other units of measure, or portion thereof, required to actually complete the Services, except where a minimum call out has been agreed to.
- 2.1.7. The Contractor warrants that their Rates represent the total cost to provide the Services and include all costs related to delivering the Services including, without limitation, overhead and profit, loading and handling, travel time, reporting to the location specified by East Hants, unloading, set up time (if required), placement, fuel, maintenance, equipment costs, training costs, materials, and any other such costs that may apply, for which the Contractor wishes to be reimbursed. The Rates, except where specified, also include such labour as will be required to provide the Services in a safe, competent, and professional manner sufficient to complete the Services in a timely fashion.
- 2.1.8. East Hants will work with the Contractor to establish a clear understanding of the Service requirements during the initial weeks of the agreement. East Hants may, during the Term, provide additional direction or correction with respect to the quality of the work.
- 2.1.9. The Contractor declares they understand these requirements. The Contractor understands East Hants will not agree to any request for increase in Rates or delay to completing the Services on the basis that the Contractor was unaware of the requirements.

## 2.2. SERVICES

2.2.1. The Contractor shall be responsible to:

2.2.1.1. Respond to request for Services within the following limits:

Event	Requested Response Time	Maximum Response Time
Initial Call	Immediate	Callback 15 minutes
Dispatch Confirmed with ETA	Immediate	Callback 30 minutes
Arrival at site	Minimum time from initial call (e.g. travel time)	Two Hours from Initial Call

2.2.1.2. Provide an all-hours access number for requesting and dispatching the Contractor's Services.

2.2.1.2.1. The number for the dispatch centre must be answered at any time, within the service level promised by the Contractor in their Quotation (e.g. number of rings);

2.2.1.2.2. Such number must go to a live operator who can accept requests and confirm dispatch. The Contractor's operator will confirm the estimated time of arrival ("ETA") at the location where Services are required; and

2.2.1.2.3. The Contractor will provide alternative contact numbers for on-call supervisors who can be reached when the dispatch number does not answer.

2.2.1.3. Respond to every request for Services East Hants may make.

2.2.1.3.1. In the event that the Contractor cannot respond or that their response may be delayed beyond the operational tolerances of the situation, East Hants will not be prevented from obtaining Services from another provider and the Contractor shall have no claim for damages or lost revenue related to Services not provided or lost opportunities.

2.2.1.3.2. Repeated failures to respond to calls in accordance with the provisions of this Agreement may result in the Agreement being Terminated in accordance with the Termination clauses. See PERFORMANCE requirements of the Agreement.

2.2.1.3.3. Where a request is outside of the capabilities or capacity of the Contractor, the Contractor will identify the issue(s) and applicable constraint(s), in writing, the following business day in accordance with the NOTIFICATION provisions of the Agreement.

2.2.1.4. Have and maintain equipment and staffing levels suitable to the requirements.

2.2.1.4.1. Equipment must have a minimum capacity of 9,000 litres.

2.2.1.4.2. **Sewer cleaning:** Equipment must have jet rodding and vacuum hoses to fit standpipes and laterals (~4") and sewer mains (~16").

2.2.1.4.3. **Hydro Excavation:** Equipment must have vacuum hoses suitable to remove gravel, native soil, any form of liquid for use at, though not limited to, curb stops, water service boxes, locates, and underground infrastructure.

- 2.2.1.4.4. **Lift Stations and Wastewater Facilities:** Equipment must have capability to remove fat, oil, grease, and sludge. Personnel should have experience assisting in debris/object removals.
- 2.2.1.4.5. **Video Inspection:** video inspection services in line with the specifications from the Contractor's bid.
- 2.2.1.4.6. Contractor must have the capacity to provide pressure washing.
- 2.2.1.4.7. Personnel may be required to complete physical tasks and must be able to complete these tasks if so requested. The following are examples of typical tasks/environments in which the Services may have to be completed:
  - 2.2.1.4.7.1. Remove manhole covers or open access doors (approximately 50lb lift).
  - 2.2.1.4.7.2. Work around open trenches, sewage, bodies of water (e.g. lagoons), in all weather conditions.
  - 2.2.1.4.7.3. Confined space is not a requirement.

## 2.3. BASIS OF RATES

- 2.3.1. East Hants expects that the Contractor will be able to dispatch equipment appropriate to the need based on East Hants' description of the need when it is requested as compared to the availability of equipment at the time the request comes in. Not all capabilities will be needed for every request, though ideally the Contractor will have equipment with versatility to respond to multiple needs.
- 2.3.2. **NOTE:** Where different terminology is used in different companies, the Contractor will match the defined terms below to the closest appropriate role in their organization when completing the Bidder Questionnaire.
- 2.3.3. **Equipment Rates** do not include the Operator in the base Rate. Hydrovac/combination units, vacuum trucks, and jet rodding are priced without an operator.
- 2.3.4. **Operator Rates** are hourly Rates which apply when equipment requires an operator. **Lead-hand Rates** apply to employees who are not Operators.
- 2.3.5. **Third-party Mark-up Rate:** Any Services requested by East Hants and not invoiced directly to East Hants may be marked-up no more than this Rate.
- 2.3.6. **Traffic Control.** Where traffic control is required and within the Contractor's capability to provide it, this Rate will apply. Where traffic control must be outsourced, the Mark-up Rate will apply. The Rate shown is the basic traffic control personnel and the basic equipment (stop/slow sign). This Rate does not include other signage, cones, or mobile traffic control.
- 2.3.7. **Jet Rodder:** Rate per hour for all associated equipment.
- 2.3.8. **Video Inspection Rates:** When video inspection is requested, this Rate will apply. The Rate will include the operator, providing the video to East Hants, and providing an inspection report. This Rate would apply during regular business Hours.



- 2.3.9. **Overtime:** Overtime Rates will be applied to personnel Rates during periods identified in the Contractor's schedule of Rates where overtime would be applicable, typically times outside of the Contractor's normal business hours on regular business days and week-ends.
- 2.3.10. **Double-time:** Double-time Rates will be applied during periods identified in the Contractor's schedule of Rates where double-time would be applicable, typically only statutory holidays. Double-time is not included in the evaluation of Rates.
- 2.3.11. Where a Contractor has specified a minimum call-out duration, personnel on site will advise East Hants' personnel on site what that duration is and, where possible, when the minimum has been met. East Hants may release the Contractor before the minimum is met, but understands they must pay for the entirety of the minimum call-out period. Include minimum call-outs, if any, in the supplemental Rate sheets.

## 2.4. MUTUAL OBLIGATIONS

- 2.4.1. The Contractor must, without limitation:

- 2.4.1.1. Properly train all staff engaged in the Services. Employees must fully understand the requirements, in particular the quality and response time expectations. East Hants may verify training at any time by speaking to employees performing the Services;
- 2.4.1.2. Have and maintain sufficient staff and resources to carry out the Services.
- 2.4.1.3. Supply all the necessary equipment, labour, and materials required to complete the Services, except as specified in this agreement. It is the Contractor's full responsibility to determine the equipment, labour, and material needs to meet the requirements of the agreement and to be prepared to provide the same.
- 2.4.1.4. The Contractor shall have equipment inspected regularly by a competent authority to ensure proper working order and performance.
- 2.4.1.5. Initiate, organize, direct and supervise the necessary resources to achieve the prescribed performance standards;
- 2.4.1.6. Comply with the Nova Scotia Work Place Traffic Control Manual and providing, when so required, traffic control and protection during operations. Where traffic control is deemed by the Contractor to be required, they will arrange for and oversee traffic control.
- 2.4.1.7. Cooperate fully with East Hants as they investigate and respond to complaints and inquiries from the East Hants concerning the Services. The Contractor is to direct any inquiries from the public to East Hants for response;
- 2.4.1.8. Provide a high level of customer service. This will include, at minimum, provision of sufficient contact points so that East Hants can reach the Contractor at any time (24/7). Preference is for the Contractor to provide a dedicated contact or contacts. There must be a primary contact who will be responsible to day-to-day customer service related to invoices, complaints, and general contract administration.
- 2.4.1.9. Select and use equipment and methods that minimize the potential for damage to property when completing the Services.

- 2.4.2. East Hants will:



- 2.4.2.1. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;
- 2.4.2.2. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
- 2.4.2.3. Direct changes to the frequency or quality of the Services and document these changes to verify the acceptance of reduced or increased performance; and
- 2.4.2.4. Record, investigate and respond to inquiries and complaints from the public.

## 2.5. REPORTING REQUIREMENTS

- 2.5.1. The Contractor shall maintain complete and accurate records of work completed by the Contractor and events that occur within the contract. The following information shall be documented and copies provided to East Hants Representative when requested. The Contractor will keep records with respect to:
  - 2.5.1.1. When work was commenced and completed;
  - 2.5.1.2. Labour and material used during the day;
  - 2.5.1.3. Any discussions or calls with or from East Hants; and
  - 2.5.1.4. Equipment breakdowns.
- 2.5.2. East Hants will work with the Contractor to determine the content of the inspection report based on the data available.
- 2.5.3. Accidents and near misses must be reported to the East Hants Representative as soon as practical after occurrence. Damage to Municipal property must be reported to the East Hants Representative as soon as practical after occurrence and before it is repaired; if repairs are urgent and cannot wait until after reported, document the repairs made with photographs or video.

## 2.6. EQUIPMENT AND MATERIALS

- 2.6.1. The Contractor is responsible to provide all labour, equipment and materials necessary to complete the Services.
- 2.6.2. Equipment must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services and, notwithstanding any additional requirements we may require, properly insured.
- 2.6.3. The Contractor is responsible to ensure the equipment is operated safely, in compliance with the manufacturer's guidelines and best practice for the industry. Where applicable, the Contractor will ensure all safety mechanism are working properly, that staff are trained in their use, and that guards are in place.
- 2.6.4. The Contractor is responsible to manage their employees, including, without limitation, training, ensuring their licenses are up to date, and to monitor safe work practices.
- 2.6.5. Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.



## APPENDIX A - QUOTATION FORM

### 1. Contact information for Bidder:

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

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

Item	* Unit of Measure	Qty	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate (Optional)	Year 5 Rate (Optional)
Vacuum Truck	Hour	35					
Hydro Excavation / Combination unit	Hour	35					
Jet Rodding	Hour	225					
Operator	Hour	200					
Lead-hand	Hour	50					
Operator Overtime	Hour	90					
Lead-hand Overtime	Hour	30					
Video Inspection	Hour	20					



Video Inspection Overtime	Hour	10					
Informational Rates			Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate (Optional)	Year 5 Rate (Optional)
Mark-Up	%	N/A					
Traffic Control Personnel (basic)	Hour	200					

Year 1 is anticipated to commence on the first day of the month following award (“Effective Date”) and will run to the last day of the month prior to the anniversary date, at which time Year 2 would commence. Year 3 would commence on the same schedule. East Hants will determine whether to accept an optional year during the expiring Term, early enough to plan and execute a new procurement process before the Term has expired.

\* In the event the Unit of Measure does not match your normal method of supplying the Service, let East Hants know prior to the end of the question period.

**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 costs indicated in their Quotation Form.

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

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

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

\_\_\_\_\_  
Date

## APPENDIX B - BIDDER QUESTIONNAIRE

### 1. Contact information for Bidder:

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

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

- a) Briefly describe your company and its capabilities with respect to providing vacuum, hydro excavation, and video inspection services.

---

---

---

---

---

---

---

---

- b) It's important East Hants understand if the responding bidder has the capacity to respond to multiple simultaneous requests for Service, either within East Hants or East Hants and the bidder's other service contract. Discuss the overall capacity (equipment and personnel) and, if East Hants's requirements are new to your company, what actions you will need to take to provide these Services to East Hants. Question c. addresses the list of equipment and specific details. Question e. asks more detailed questions about personnel.

---

---

---

---

---

---

---

---

---

---



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- c) What equipment do you have available to provide these Services? Identify the number of vehicles which can complete the Services we've described, with the capacity and capabilities we've identified. Specifically include:
- i. Truck Capacity(ies):
  - ii. Length of jet rodder hose and types of attachment:
  - iii. Video inspection equipment specifications, size(s), and length(s). **Include an example of a typical video inspection report with your response.**

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

---

---

---

---

- d) Provide an overview of how you dispatch Services, including the process to obtain after-hours services. If there are Services that may not always be available after-hours or which are more limited after-hours, please identify those.

Call Response: \_\_\_\_\_ (Number of rings)

Live operator: \_\_\_\_\_ (Yes or No)

Alternative calling for live response: \_\_\_\_\_ (Yes or No).

[illegible]

- e) Describe the personnel resources available, what the roles do, the titles, and when they are typically dispatched. For example: in addition to the driver, what resources must be dispatched with a truck when responding to a service call? Additional helpers? Supervisors? Are such additional personnel required or optional? Discuss qualifications, training, availability after-hours, and overall ability to respond to requests for Services from East Hants with the personnel you have (e.g. staffing levels).

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- f) East Hants is looking for reasonable certainty around Rates but understands there are factors which may affect the Rates which are out of the control of the Bidder. East Hants may consider an escalation clause which could be applied to Rates if factors the Bidder identifies were to come to pass. Identify triggers for escalation and a desired escalation clause. East Hants is not obligated to accept an escalation clause, but it would form the basis for discussion with the highest-rated bidder. Escalation will not apply to Year 1 or Year 2.

---

---

---

---

---

---



---

---

---

---

---

---

---

---

---

---

- g) In addition to the requested Rates, provide a complete list of Rates including any applicable overtime and double-time Rates. Provide an overview of when regular Rates, Overtime Rates and Double-time Rates will apply. Include minimum call-outs, if any.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

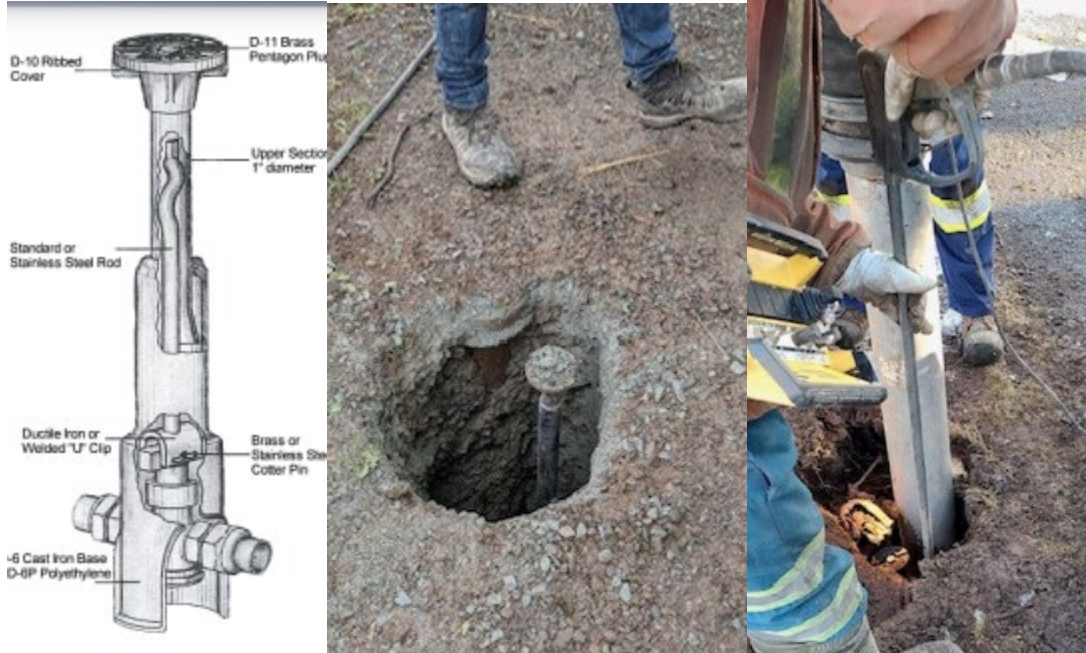


This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

- i) Discuss disposal of materials excavated or removed during the Services. Does your company have a disposal site? Is there risk that site may cease to accept waste materials? East Hants may, where allowed, direct disposal to certain of their own sites within East Hants.

[illegible]

- j) One particular challenge is repairing water service boxes. One of our incumbent suppliers has developed a specialized long-reach plier/tool (60"+/-) to remove/install cotter pins when replacing the rod (see photos). This method allows for the service box to be hydro excavated and repaired without a larger trench. Does your company have an efficient method for this repair?

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

## SAFETY

- l) Describe how your company manages safety. Do you have a health and safety policy? Safe work procedures? How is safety communicated within your organization?

[illegible]

---

---

---

---

---

- m) Does your company have any non-compliance or outstanding issues with the Nova Scotia Department of Labour and Advanced Education or Nova Scotia Department of Environment, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? If so, describe the circumstances and provide a summary of actions take to prevent reoccurrence.

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---

---

---

---

---

---

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

---

---

---

---

---

---

---



## APPENDIX C - 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 "Contractor")

### BACKGROUND

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

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

### DEFINED TERMS

- 1 **Services** means the services supplied by the Contractor as specified within this Agreement.
- 2 **East Hants Representative** means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this Agreement.
- 3 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.

### CONTRACT DOCUMENTS

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

### INTENT

- 5 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services. This Agreement is unit rate Agreement whereby the Supplier agrees to provide the Services for the stipulated Rates specified in the PAYMENT section, subject to the CHANGE and, where applicable, ADJUSTMENT provisions of the Agreement.
- 6 East Hants expects that any Contractor capable to perform the Services will perform the Services in a manner consistent with the degree of care, skill, and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances. East Hants expects the Contractor to act with good faith and in the interests of East Hants.

- 7 The Contractor warrants that it has the necessary resources to complete the Services in a safe, competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, plant, equipment, materials, adequate financial resources, and any other unique or general resources necessary to complete the Services.

#### TERM

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

#### PAYMENT

- 9 East Hants shall remunerate the Contractor <<insert applicable means of remuneration>>.
- 10 In addition:
  - a. Remuneration, or part thereof, is only payable when the Contractor, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Contractor.
  - b. All invoices submitted by email must be sent to [vendors@easthants.ca](mailto:vendors@easthants.ca). Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment. Include the name of the East Hants Representative on the invoice.
  - c. Invoices must be submitted in accordance with the schedule established by East Hants at the beginning of the contract, at least monthly, and must be supported in such detail as East Hants may request.
  - d. NTD: if a fuel surcharge forms part of the contract, insert: "The Fuel Surcharge must be specified separately on an invoice and is to be reconciled on a frequency as specified in the Fuel Surcharge subsection.">>
  - e. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval.
  - f. East Hants may reject an invoice on the basis that the Services it refers to were not performed in accordance with the requirements of the Agreement. In the case where the Services are deemed unsatisfactory, the Contractor will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in East Hants' sole opinion, East Hants may terminate the Agreement.
  - g. No payments will be made by East Hants to the Contractor unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.
  - h. Payment will be made on a net thirty (30) days basis from receipt of an acceptable invoice.
  - i. No payment made by East Hants under this Agreement shall constitute acceptance of work or products that are not in accordance with the requirements of the Agreement.
  - j. All expenses and disbursements are considered to be included in the total cost unless authorized, in writing, by East Hants to be reimbursed separately. Disbursements and expenses so authorized



shall be reimbursed to the Contractor at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.

- k. The Contractor shall not be entitled to payment in respect of costs incurred by the Contractor in remedying errors and omissions in the Services that are attributable to the Contractor, the Contractor's employees, or persons for whom the Contractor had assumed responsibility in performing the Services.
- l. In the event the Agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Contractor shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination. Upon payment for services completed in accordance with this Agreement to the date of termination, the Contractor will have no further claim against East Hants for any damages related to termination of this Agreement.
- m. The Contractor shall be solely responsible to pay all costs and expenses arising out of this Agreement, whether or not they may qualify for reimbursement. The Contractor is responsible to maintain a thorough cumulative record of all costs, fees, expenses and disbursements over the term of the Contract. The Contractor must provide East Hants with an electronic copy of such record upon request.

#### INDEPENDENT STATUS

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

#### PERSONNEL

- 14 The Contractor is advised that East Hants expects personnel having the skills, training, and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training, and qualifications as the personnel being replaced and they must be acceptable to East Hants.
- 15 East Hants reserves the right to require the Contractor to remove an employee from the Services if that employee acts contrary to the terms of this Agreement. Certain behaviors, including, without limitation, swearing, smoking in areas other than those approved for smoking, inappropriate language, comments or gestures, unsafe work practices, alcohol-related convictions or revocations, or demonstrated incompetence may be cause to have an employee removed.
- 16 East Hants reserves the right to request drivers' abstracts for any drivers the Contractor may propose to use to provide the Services and to reject drivers who have alcohol-related convictions or revocations in their drivers' abstract within 5 years of the Effective Date.

#### SUBCONTRACTOR

**NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the Agreement and additional conditions may apply."**

- 17 The Contractor is advised that the subcontractor listed in the Contractor's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Agreement.
- 18 If the Contractor finds that a subcontractor named in this Agreement cannot perform some or all of the Services for which they were named, the Contractor may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Contractor must:
  - a. Identify the reasons why the named subcontractor cannot complete the Services;
  - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
  - c. Make such request in writing; and
  - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 19 Permission to replace a subcontractor will not be unreasonable withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Contractor may name. The rejection of a replacement subcontractor shall not relieve the Contractor of their obligation to perform the Services under this Agreement.

#### CONFIDENTIALITY

- 20 In the course of discharging its duties under this Agreement, the Contractor, its subcontractors, its agents, and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Contractor, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 21 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants.
- 22 The Contractor agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information. All Confidential Information in the possession of the Contractor must be destroyed or returned to East Hants upon Termination of the contract.
- 23 The use and disclosure of the confidential information shall not apply to information which
  - a. Was known to the Contractor before receipt of same from East Hants; or
  - b. Becomes publicly known other than through the Contractor; or
  - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.
- 24 The Consultant shall utilize reasonable precautions, including administrative, physical, and technical safeguards, to protect the information and data associated with the Services from unauthorized access, disclosure, acquisition, destruction, use, or modification. The Contractor shall adhere to any applicable law relating to data security. The Contractor shall not disclose such information and data associated with the Services to any third party except where required by law.



**INFORMATION COLLECTED**

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

**INDEMNIFICATION**

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

**INSURANCE**

- 27 The Contractor shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$5,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 28 The Contractor must provide a certificate of insurance from their insurer for this coverage. The Certificate, at a minimum, must:
- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
  - b. The Contractor's insurance must provide for bodily injury or property damage that may result from the Contractor's performance of the Services; and
  - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 29 The Contractor must have and must maintain automobile insurance in the amount of \$5,000,000.00 for the duration of the Agreement and must provide a certificate of insurance confirming this coverage. This insurance shall not contain any endorsement that excludes the operation of attached machinery.
- 30 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation and the automobile insurance must provide for 15 days' written notice of cancellation. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this Agreement.

- 31 The Contractor is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the Agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 32 In addition:
- a. The Contractor's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
  - b. In the case where the Contractor will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is applicable to the services they will provide and which is acceptable to East Hants, including, at minimum, Commercial General Liability insurance.
  - c. Failure to maintain the required insurance coverage may be grounds for termination of the Agreement;
  - d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the Agreement;
  - e. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
  - f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
  - g. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this Agreement or otherwise acceptable to East Hants.

## ISSUE REPORTING

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

## REGULATIONS

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

## TAXES

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

## WORKERS' COMPENSATION

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

## CONFLICT OF INTEREST

- 38 The Contractor must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Contractor, either direct or through a third party, which may appear to create an unfair advantage for the Contractor or where it may appear that an employee of East Hants may personally benefit from this Agreement, must be identified.

## PRIORITY

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

## PERFORMANCE

- 40 Consistent and reliable response is the primary measure of the success of this Agreement. While East Hants understands there may be occasions where events outside of the Contractor's control may impact their ability to respond, repeated failure to respond may result in Termination of the Agreement. East Hants may consider the Performance unacceptable if:
- a. The Contractor does not answer calls within the number of rings specified in their response on repeated instances which East Hants can document and, upon this being identified, the Contractor cannot or will not remedy the issue;
  - b. The Contractor cannot or will not dispatch equipment in response to an emergency call out or does not show up for planned work.
    - i. Depending on the severity of the non-performance, a single refusal is unlikely to result in Termination. However, East Hants will want to understand the reason for each instance of non-performance.
    - ii. If there are consecutive refusals in a short period or multiple refusals over a longer period, the Contractor, upon request from East Hants, will provide a corrective action plan which will address the reasons for the non-performance in order to reduce or prevent reoccurrence. Failure to provide or act on a corrective action plan may result in notice of Termination.
    - iii. Repeated instances on being late for planned work will be documented and, if not corrected, may result in corrective action up to, and including, Termination.
- 27 If any part of the Services is found to be deficient or not in accordance with the terms of this Agreement, East Hants may, at its sole discretion:

- a. Require the Contractor to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the Agreement; or
  - b. If the Contractor cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Contractor until the entire amount is offset or, where there is not amount to offset, the Contractor must pay any remaining cost back to East Hants in the form of credits of payments already made; or
  - c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the Agreement value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
  - d. East Hants may terminate the Agreement in accordance with the Termination clauses herein.
- 41 East Hants shall be the sole judge of the performance of the Contractor in providing the Services. East Hants will document performance and advise the Contractor when performance is not adequate and why. The Contractor shall be given adequate time to investigate the determinations made by East Hants and shall have reasonable time to effect corrections. Unsafe behaviour, poor attitude, or inefficient or unacceptable work behaviours (smoking, swearing, etc.) will not be tolerated.
- 42 East Hants may, at its discretion:
- a. Audit or inspect any aspect of the Contractor's performance with respect to the Services, including observing the performance of the Services, requesting reports or information from the direct recipients of the Services, or using third party evaluation tools;
  - b. Request, and the Contractor may not unreasonably withhold, vehicle inspection records, maintenance logs or other vehicle records in order to verify that the equipment is in good running order and is being properly maintained;
  - c. Request, and the Contractor may not unreasonably withhold, licenses, training records or other employee records related to the employee's eligibility or competence in completing the Services; and
  - d. Investigate and document reports, whether solicited or unsolicited, with respect to the driving, conduct, or performance of the Contractor's equipment or employees, whether or not that equipment or employee was engaged in performing Services for East Hants.

## CHANGES TO SERVICES

- 43 If instructions provided by East Hants are interpreted by the 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 East Hants may, at its sole discretion, discontinue all or a portion of the Services described under this Agreement by providing the Contractor with 30 days' written notice of such discontinuation. In the event that East Hants chooses to discontinue a Service through the Contractor, nothing in this Agreement will prevent East Hants from obtaining the same or similar Services through another provider, nor will East Hants be obligated to the Contractor, in any way, for Services not performed.
- 45 The unwillingness or inability of the Contractor to comply with this Agreement in an instance will not, under any circumstances, constitute acceptance by East Hants to a change to the Services, nor will acceptance of a delay act as a waiver of East Hants' rights under this Agreement.

## RESPONSIBILITY FOR DAMAGE

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

## MAINTAINING SECURITY

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

## SAFETY

- 51 Prior to the commencement Services, the Contractor, with the cooperation of East Hants where necessary, must:
- Perform a hazard assessment;
  - Remove or mitigate all known hazards;
  - Post any required warning signs or install any necessary guards or barriers;
  - Identify and, if necessary, mark any municipal or other services such as water, sewer, electrical, communications, etc. that may be affected by the Services as identified in the hazard assessment;
  - Locate and confirm clearances from nearby structures and overhead obstructions such as power lines;
  - Design and provide traffic control, if required; and
  - Identify and remove any other potential hazards which might result in damage or harm to public property or individuals.
- 52 The Contractor must, over the Term of the Contract, advise East Hants if the information submitted on their Safety Questionnaire changes.
- 53 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

- 54 East Hants may terminate this Agreement at any time, for any reason, by providing thirty days' written notice to the Contractor. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Contractor of their duty to remedy and under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 55 Notwithstanding the above, East Hants may terminate this Agreement without notice if the Contractor makes changes to the approved list of Contractor's personnel tasked to complete the Services or to the subcontractor engaged to complete the Services without first obtaining the written permission of East Hants.
- 56 East Hants may terminate this Agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable.
- a. Under no circumstances may such remedy represent additional cost to East Hants.
  - b. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the Agreement.
- 57 East Hants reserves the right to terminate this Agreement if the Contractor fails to act in accordance with their safety protocols or where, in East Hants' sole opinion, there have been an unreasonable number of safety violations, near misses, or orders/corrective actions issued to the Contractor by government officials.
- 58 East Hants reserves the right to terminate this Agreement, without penalty of any kind, if the Contractor is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 59 Termination of the Agreement by East Hants shall not relieve that Contractor of any obligations or liability it may have to East Hants except as provided for herein.

## RECEIVERSHIP

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

## ASSIGNMENT

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

## ENTIRE AGREEMENT

- 62 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

- 63 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

64 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.

65 The Notifications shall be addressed as follows:

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

Municipality of East Hants  
RF<<x#> - Industrial Services  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: <<Title>>

b. By email to East Hants:

Email: [cgreenham@easthants.ca](mailto:cgreenham@easthants.ca)  
Cc: [procurement@easthants.ca](mailto:procurement@easthants.ca)

c. By mail to the Contractor:

<<Company Name>>  
RF<<x#> - Industrial Services  
<<Address>>

Attention: <<Name>>

d. By email to Contractor:

Email: <<email address>>

## GOVERNING LAW

66 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

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

## SEVERABILITY

68 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**

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

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

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

