

# Infrastructure & Operations

## REQUEST FOR QUOTATIONS

Streetlighting, Installation, Maintenance & Repair  
RFQ50759

Release date: November 12, 2024

Quotations will be received up to  
3:00:00 pm local time on Tuesday, December 3<sup>rd</sup>, 2024

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Procurement Officer  
Municipality of East Hants  
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# 1. INSTRUCTIONS TO BIDDERS

## 1.1. INTRODUCTION

- 1.1.1. The Municipality of East Hants (“East Hants”) has approximately 2000 LED streetlights. East Hants would like to establish a new contract with a qualified Vendor which includes the installation of new light fixtures where none have previously been installed, the replacement of light fixtures where there is an existing fixture, and the maintenance or repair of fixtures where replacement is not required, 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.

## 1.2. DEFINITIONS

- 1.2.1. **Bidder:** An individual or company who submits a Quotation.
- 1.2.2. **Successful Bidder:** the 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 December 3, 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 **November 26, 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; 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.
- 1.6.24. 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. The East Hants' Procurement Officer will open all submissions. 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. PRICE**

- 1.9.1. The Prices provided in the Quotation must be in Canadian dollars, exclusive of harmonized sales tax (HST).
- 1.9.2. Unless otherwise specified herein, the Prices submitted by the Bidder for the Services must be the total cost to provide the Services. The Prices must represent all costs related to delivering the Services, including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, provision of a suitable bucket truck, set up time (if required), placement, supplies and materials (unless otherwise specified), inventory management, demobilization, and any other such costs. The Prices, where applicable, 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.
- 1.9.3. East Hants will supply the successful Bidder with light fixtures and a quantity of photocells, light engines, and other parts which the Bidder recommends be obtained to support repair and maintenance activities. The Bidder is to include any consumables (shrink tube, tape, etc.), shop supplies, and specialized equipment in their Prices.
- 1.9.4. Bidders must provide Prices for all items specified in the table. If a Price is the same as another price, rewrite the price in each space (do not rely on "ditto" marks). Each price must be the full price (not including HST), not an addition or subtraction to other prices.

## **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:
  - 1.10.2.1. Appendix A, Quotation Form, duly completed. Bidder must supply Prices for each of the Areas indicated in the table;
  - 1.10.2.2. Appendix B, Bidder Questionnaire, duly completed; and
  - 1.10.2.3. A minimum of three current references for similar services. East Hants may not be used as a reference; however East Hants may consider their own experience in dealing with the Bidder when evaluating the Quotations. Include name, company, phone number and email address for each reference. Please verify your references will be available within one week of the closing date in case we need to contact them.
- 1.10.3. 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.
- 1.10.4. 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.
- 1.10.5. The successful Contractor will be required to accept and sign the sample agreement included as Appendix C. Failure to accept these 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. While not part of the evaluation in Total Price, East Hants may consider the cost and quality of the Mounting Bracket and Electrical Connector when considering best value.
- 1.11.3. East Hants will add all of the Prices, as provided by the Bidder, together to determine the Total Price. The Total Price will include the Prices from all Years for all Zones, including the optional Year. Total Price will be evaluated using the following formula.
- (Lowest Total Price divided by Bidder's Total Price) multiplied by the Available Points
- 1.11.4.
- 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
Total Price (exclusive of HST)	60
Quality (References / Experience / Past Experience)	10
Bidder Questionnaire Responses (staff, equipment, methodology, training and safety information, safety questionnaire)	30
Total Points:	100

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

## 2. STATEMENT OF REQUIREMENTS

### 2.1. SERVICES

- 2.1.1. The Municipality of East Hants ("East Hants") has approximately 2000 LED streetlights installed throughout the Municipality, the distribution of which is described in the maps provided for reference in Exhibit 1. East Hants has further established a series of zones for the purposes of this contract, with each Zone establishing a geographic area where lights are located and for which the Contractor has provided Pricing related to performing the Services.
- 2.1.2. The following are the three geographic areas in which most of the work will take place, though there may still be some work outside of these Zones (see Zone map in Exhibit 1):
  - Zone 1 - Lakelands, Mount Uniacke, East Uniacke, South Uniacke
  - Zone 2 - Enfield, Elmsdale, Belnan, Nine Mile River, Lantz
  - Zone 3 - Milford, Shubenacadie, Mill Village
- 2.1.3. In the event work outside of a Zone is required, the Contractor will provide a quotation prior to the work being assigned; if the quotation is reasonable (e.g. relatively similar to other cost identified in the contract) East Hants may choose to proceed with the work. If East Hants feels, in their sole discretion, that the quotation is unreasonable, they may choose to forego the work or obtain additional quotations.
- 2.1.4. East Hants installs an average of 10 new fixtures per year, many of them in business park expansion areas or locations where gaps are present. Council may direct that a larger number of installations be made above the typical average.
- 2.1.5. East Hants currently repairs or replaces fixtures only when they are no longer working. East Hants intends to do more preventative maintenance, looking at older fixtures in their network and preemptively repairing (typically replacing light engines or connectors) or replacing them. East Hants will provide replacement parts related to preventative maintenance.
- 2.1.6. The Contractor will be responsible to obtain any permission or authorization necessary to complete the Services, in particular any permission required from the owner of the pole. Where the Contractor needs confirmation from East Hants to satisfy owner of the pole, such confirmation will be promptly provided.
- 2.1.7. East Hants have identified different scopes of work for which the Contractor has provided Prices, categorized as follows:
  - 2.1.7.1. Repair or Maintenance: This is the repair or maintenance of a streetlight where the entire fixture does not require replacement. This includes, without limitation, all of the equipment, plant, labour, consumables, and shop supplies necessary to travel to the location of the fixture which isn't working, disassemble and assess the fixture, diagnose the problem(s), complete the repair, test the fixture, reassemble, and demobilize.
  - 2.1.7.2. Install New Fixture: This is the installation of a streetlight where no fixture has previously been installed. This includes, without limitation, all of the equipment, plant, labour, consumables, and shop supplies necessary to travel to the location where the fixture is to be installed, install the fixture, test the fixture is working properly, dispose of packaging, and demobilize.
  - 2.1.7.3. Replace Fixture: This is the replacement of a streetlight where repair is not possible or where East Hants believes it is not desirable. This includes, without limitation, all of the equipment, plant, labour, consumables, and shop supplies necessary to travel to the location of the fixture which isn't working, disassemble and assess the fixture, diagnose the problem(s), replace the fixture with a new one, test the fixture, dispose of the fixture that was removed in accordance with the contract (or salvage for repairs), dispose of the packaging, and demobilize.

- 2.1.8. If a Contractor identifies that Traffic Control is required to comply with the *Nova Scotia Work Place Traffic Control Manual*, they will inform East Hants and obtain written approval before mobilizing to do the work.
  - 2.1.8.1. Traffic Control, for the purposes of this contract, only includes Traffic Control where certified Traffic Control Personnel are deployed. The use of cones or warning signs erected by the supplier is included in the Prices.
  - 2.1.8.2. The Contractor will coordinate all aspects of Traffic Control, including designing the Traffic Control Plan, obtaining an estimate of the cost (prior to approval by East Hants), and the initial payment for Traffic Control.
  - 2.1.8.3. The Contractor will invoice East Hants for Traffic Control as a separate line item on the invoice and the invoice must be supported documentation that the services were provided which comes from the Traffic Control provider. Traffic Control not approved in advance or which does not have documentation from the provider may not be reimbursed. The maximum amount a Contractor may add to Traffic Control for coordination and overhead is 10%.
- 2.1.9. The installation will include, without limitation, connection to the power lines and related materials (except connector), installation of extension arms (except for the arm itself), mounting brackets, and hardware, connection to the fixture and related materials, testing, and any administrative work necessary to document the work done.
- 2.1.10. Certain parts, as listed below, will be provided by the Contractor and may be invoiced separately from the Services. Such parts include:
  - 2.1.10.1. **Extension arms, mounting brackets and hardware.** These are the components which mount the Fixture to the pole. Extension arms, mounting brackets, and hardware must be compatible with the fixture, powder coated (except bolts/washers/nuts), treated to prevent rust, of an appropriate material which is sufficiently strong for the purpose and which will not result in galvanic corrosion with the fixture or fastening hardware.
  - 2.1.10.2. **Electrical connector.** Connectors have been a failure point in the past, so quality of connector is an important consideration. Acceptable connectors will be ANSI C119.4 compliant, ribbed, pre-filled with and oxide inhibitor in rib/connector area. Connector must be able to be crimped using an electrical- or hydraulic-powered crimper. A wide-range aluminum H-tap connector is typical.
- 2.1.11. As East Hants intends to provide the fixtures and commonly replaced parts, these Prices represent the total remaining cost to provide the Services, including the requirement to keep a reasonable number of spare parts and fixtures in their inventory.
  - 2.1.11.1. The Prices must represent all costs related to delivering the Services, including, without limitation, overhead and profit, loading and handling, travel time, delivery the site specified by East Hants, unloading, set up time (if required), provision of a suitable bucket truck or similar equipment, fuel, maintenance, equipment costs, inventory management, training costs, materials, traffic control as described, installation, supplies and materials, demobilization, and any other such costs.
  - 2.1.11.2. The Prices 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.
- 2.1.12. While East Hants expects that these Services will be required during the Term, East Hants does not guarantee that any Services will be required, nor will they pay for Services which are not performed.
- 2.1.13. The Contractor shall be responsible to direct, supervise, and perform the work in accordance with the requirements of the agreement or in response to direction from East Hants.

- 2.1.14. If a light remains non-functional after a repair (for example, does not come on that evening of a repair), the Contractor will be responsible to revisit the site of non-functioning fixture at no additional charge to complete the repair, except where the Contractor can demonstrate to East Hants' satisfaction, acting reasonably, that the second visit was the result of a new fault. The new fault shall not have been a result of the Contractor's original repair.
- 2.1.15. In signing the agreement, Contractor declares they understand these requirements and have thoroughly examined the existing conditions where the Services will be performed. Contractor understands East Hants will not agree to any request for increase in Price or delay to completing the Services on the basis that the Contractor was unaware of the conditions or the requirements.

## 2.2. RESPONSE TIME

- 2.2.1. East Hants does not anticipate any situations where emergency (e.g. same or next day) repairs will be required to streetlights. East Hants' intent is to approach new installations, repairs, and maintenance as efficiently as possible. East Hants will work with the Contractor to establish acceptable response times in line with the following table:

Type of Service	Typical Response Requested	Maximum Response Time
Streetlight not working (repair or replace)	Within 10 business days	One month
New Installation	Within one month	Three months
Scheduled Maintenance	When possible, preferably when other Services are required in the Zone.	Three months

- 2.2.2. When the East Hants representative requests Services, the Contractor will let the East Hants Representative know, as soon as practical after the request, when they estimate the Services can be completed. Once the Contractor develops the final schedule, the Contractor will inform East Hants in writing (including by email) at least two business days in advance of the Services being completed. If East Hants knows of any additional Services that are required in the Zone, they will inform the Contractor and, if the Contractor agrees, such additional Services may be added to the schedule.
- 2.2.3. East Hants will work with the Contractor to establish inventory levels for fixtures, photocells, connectors, and other parts which the Contractor may identify. East Hants will purchase the fixtures and parts and will provide a reasonable number of fixtures and parts to the Contractor to allow them to complete the Services. The Contractor will advise East Hants when the inventory is getting low so that East Hants can replenish the inventory in time. Under no circumstances will East Hants be responsible for expenses the Contractor incurs as a result of a lack of inventory.
- 2.2.4. East Hants currently has a Council project planned for Mount Uniacke which will be looking to install a minimum of 100 lights. The Contractor should be prepared to mobilize to complete this project shortly after award.

## 2.3. MUTUAL OBLIGATIONS

- 2.3.1. The Contractor must, without limitation:
- 2.3.1.1. Obtain any permission necessary from the pole owner to complete work on their poles. If there are fees associated with this, the Contractor must include such fees in their Prices. The Contractor is entirely responsible for the relationship with the pole owner;

- 2.3.1.2. Provide personnel who are professional Powerline Technicians (e.g. Red Seal linesmen) and to ensure that their equipment, training, and certifications are up-to-date and suitable for the work being completed.
  - 2.3.1.2.1. Connectors to power line must be installed with an electrically- or hydraulically-powered crimp tool. Hand-crimping will not be accepted; and
- 2.3.1.3. Properly train all staff engaged in the Services. Employees must fully understand the requirements of the contract, in particular the quality and response time expectations. East Hants may verify training at any time by speaking to employees performing the Services;
- 2.3.1.4. Have and maintain sufficient staff and resources to carry out the Services.
- 2.3.1.5. Inventory storage is a requirement of this contract and the Contractor must be able to store light fixtures and parts and to keep parts belonging to East Hants separate from other inventory they may have and provide regular updates as to the inventory on hand;
- 2.3.1.6. 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 to manage material needs to meet the requirements of the agreement and to be prepared with stockpiled materials and repair resources, and contingency in the case of labour or equipment shortages;
- 2.3.1.7. Properly dispose of waste materials, including fixtures which cannot be repaired or salvaged, in accordance with applicable legislation. Source separate recyclable materials;
- 2.3.1.8. Initiate, organize, direct, and supervise the necessary resources to achieve the prescribed performance standards;
- 2.3.1.9. Comply with the *Nova Scotia Work Place Traffic Control Manual* and providing, when so required, traffic control and protection during the Services;
- 2.3.1.10. 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;
- 2.3.1.11. 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 during business hours. There must be a primary contact who will be responsible to day-to-day customer service related to invoices, complaints, and other general contract administration;
- 2.3.1.12. Select and use equipment and methods that minimize the potential for damage to property when completing the Services; and
- 2.3.1.13. Reinstate or repair any damage to the areas where the Services are performed. This includes, but is not limited to, damage caused by outriggers or tires.
- 2.3.2. East Hants will:
  - 2.3.2.1. Verify there is power available before requesting Services;

- 2.3.2.2. Provide the initial understanding of the requirements and timely feedback to the Contractor on their performance;
- 2.3.2.3. Provide guidance to the Contractor in matter of compliance to the terms of the agreement;
- 2.3.2.4. Direct changes to the frequency or quality of the Services and document these changes to verify the acceptance of reduced or increased performance; and
- 2.3.2.5. Record, investigate and respond to inquiries and complaints from the public.
- 2.3.2.6. Periodically audit inventory. East Hants will provide five (5) business days' notice of their intent to review the storage site to conduct a visual inspection of their inventory.

## **2.4. REPORTING REQUIREMENTS**

- 2.4.1. 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, to East Hants' satisfaction, and copies provided to East Hants Representative when requested.
- 2.4.2. The Contractor will maintain records of fixture and part inventory and provide such records when requested to do so by East Hants.
- 2.4.3. East Hants wishes to analyze trends with respect to parts replacement. The Contractor will keep the following records:
  - 2.4.3.1. Spreadsheet that lists the following information: Serial number and part number of the fixture being worked on, date the Services were completed, the location, diagnosis of the failure, description of the repair, itemization of the part(s) replaced, and any special notes. In the event a fixture is replaced, also record the serial number of the new fixture.
  - 2.4.3.2. Pictures of any unsafe conditions or unusual finds at a location;
  - 2.4.3.3. Notes of any discussions or calls with or from East Hants, in particular approvals to replace fixtures (e.g. who approved); and
  - 2.4.3.4. Record of equipment breakdowns or incidents at a location where Services are performed.
- 2.4.4. Accidents or damage to property must be reported according to the provisions of this agreement.

## **2.5. EQUIPMENT AND MATERIALS**

- 2.5.1. The Contractor is responsible to provide all labour, equipment, and consumables necessary to complete the Services, except as specified.
- 2.5.2. Such equipment must be safe, in compliance with any applicable regulation related to operating the type or class of equipment, reliable, suitable to complete the Services, inspected by a competent authority as required by legislation, and, notwithstanding any additional requirements we may require, properly insured.
- 2.5.3. 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. All booms must be dielectrically inspected and certifications must be up to date at least annually.

- 2.5.4. All PPE, in particular gloves, must be of the appropriate type, inspected regularly and, where required, recertified, tested, or calibrated.
- 2.5.5. 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.
- 2.5.6. Any materials used to complete the Services must be appropriate to the requirement and compatible with the surfaces on which they are being used.
- 2.5.7. East Hants will not be responsible in any way for lost, stolen or damage materials or equipment.

**2.6. EAST HANTS REPRESENTATIVE**

- 2.6.1. The East Hants Representative(s) for this contract will be Ben Herman & Jessica Silva, Civil Engineering Technologists.



## APPENDIX A - QUOTATION FORM

### 1. Contact information for Bidder:

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

The Bidder must complete the following table of Rates to be submitted with their Quotation. Prices are not to include Harmonized Sales Tax (HST). Each Price must be the full price for the goods or services.

Description	Year 1 Award to November 30, 2025	Year 2 December 1, 2025 to November 30, 2026	Year 3 (Optional) December 1, 2026 to November 30, 2027
<b>ZONE 1 - Lakelands, Mount Uniacke, East Uniacke, South Uniacke</b>			
Repair or Maintenance			
Install new Fixture			
Replace Fixture			
<b>Zone 2 - Enfield, Elmsdale, Belnan, Nine Mile River, Lantz</b>			
Repair or Maintenance			
Install New Fixture			
Replace Fixture			
<b>Zone 3 - Milford, Shubenacadie, Mill Village</b>			
Repair or Maintenance			
Install New Fixture			
Replace Fixture			
<b>Accessories</b>			
Extension arm, mounting Bracket and hardware (unit price)			
Electrical Connector (unit price)			

**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 Prices indicated in their Quotation Form.
- f. The Bidder has completed and includes with their submission Appendix B and C.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
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 paper. If using a separate paper, indicate so on this form and write the letter assigned to the question by the appropriate response.

- a) Does your company have specific experience repairing, maintaining, and installing streetlighting? If so, describe?

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- b) What equipment do you intend to use for this work, including the quantity of equipment available? Please describe each piece of equipment, including its age, the manufacturer, and any other details which might demonstrate is sufficient to complete the Services.

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- c) East Hants have provided a lot of latitude with respect to scheduling the Services. Are there any circumstances where you might not be able to meet the schedule to which you have committed (other customers or priorities)? If so, describe.

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- d) How will you verify to East Hants that the Services have been completed? What testing do you do to ensure the fixtures are working when you leave?

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

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- f) Available inventory and storage are a key component of this project. Where would you store the inventory, what kind of capacity does your storage area have, and how would you ensure East Hants inventory is accurate?

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- g) What levels of inventory do you keep on hand for connectors and arms? What is the lead time for ordering new should you run out/need more?

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- h) Do you subcontract any of the work performed? If so, the subcontractor must meet the same requirements as the primary contractor. List any planned subcontractors below.

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- k) Are you currently WCB Safety Certified ([click link](#))? If yes, provide proof of certification with your submission. Remember, this is a separate WCBNS program which is **different** from Workplace Injury Insurance.

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- l) Do you require permission from or notice to the pole owner to work on their poles? If so, discuss the process that you use to obtain permission. Note any insurance requirements the pole owner requires.

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- i) Describe the Mounting Bracket you will use. If more than one bracket will be used, describe all. Include model number, part number, material, rust coatings, warranty (if any), durability characteristics (wind load, etc.). Include brochures or hyperlinks to manufacturer's data.

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- j) Describe the Electrical Connector to be used. Include model number, part number, material, warranty (if any), durability characteristics. Include technical datasheet or hyperlinks to manufacturer's data. Describe crimp tool to be used.

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## APPENDIX C - SAMPLE AGREEMENT

THIS AGREEMENT is effective <<date>> (“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 installation, maintenance, and repair services for streetlighting (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.
- 4 **Contractor and Consultant** mean the same under this agreement.

### CONTRACT DOCUMENTS

- 5 This agreement consists of the following documents:
  - a. This Agreement;
  - b. Section 2, Services Description;
  - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
  - d. <<insert additional documents as applicable>>.

### INTENT

- 6 East Hants hereby engages the Contractor to supply the Services described herein and the Contractor agrees to provide these Services.
- 7 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.
- 8 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

- 9 The contract consists of two consecutive one-year terms which shall commence on the Effective Date and shall end:
  - a. **November 30, 2026**; or
  - b. In the event of Termination in accordance with the terms of this agreement.
- 10 The Contractor has provided pricing for one optional year. East Hants may, in their sole discretion, choose to accept the optional year at any time prior November 30, 2026 and the optional year shall commence December 1, 2027 and shall end November 30, 2028, unless otherwise terminated in accordance with this agreement.
- 11 East Hants may, in their sole discretion, further extend the contract beyond November 30, 2028 by providing notice in writing.

## PAYMENT

- 12 East Hants shall remunerate the Contractor <<insert applicable means of remuneration based on the dates in the Quotation Form>>.
- 13 In addition:
  - a. Payment, 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. Invoices for Services must be submitted at minimum monthly by the Contractor and must be supported in such detail as East Hants may request.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. Payment will be made on a net thirty (30) days' basis from receipt of an acceptable invoice.
  - h. 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.
  - i. 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.

- j. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the 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.
- o. 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.

#### INDEPENDENT STATUS

- 14 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.
- 15 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.
- 16 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

- 17 The Contractor is advised that East Hants expects personnel having the skills, training and appropriate qualifications to perform the Services indicated. The Contractor must obtain written permission from East Hants before changing the training or qualifications required for the work team. In the case of personnel being changed, the new personnel being assigned must have a similar skills, training and qualifications as the personnel being replaced and they must otherwise be acceptable to East Hants.
- 18 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 evocations, or demonstrated incompetence may be cause to have an employee removed.

#### SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the 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."

- 19 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.
- 20 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.

- 21 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

- 22 The Contractor agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Contractor's employees or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Contractor agrees that if a subcontractor, an employee, or agent will receive Confidential Information, it will obtain a confidentiality agreement from such employee or agent which provides equal or greater protection to the Confidential Information than set out in this section and that they will provide proof of same to East Hants upon obtaining a fully executed agreement.
- 23 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.

#### INFORMATION COLLECTED

- 24 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

- 25 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

**Note:** The insurance requirements may be adjusted to align with the pole owners' insurance requirements. Shown are the minimums regardless of a lower requirement from the pole owner.

- 26 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.

- 27 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.
- 28 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.
- 29 The COI for Commercial General Liability insurance must provide for 30 days' and the automobile insurance must provide for 15 days' written notice of cancellation. The Contractor must provide a new certificate of insurance each time the insurance is renewed, for the duration of this contract.
- 30 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.
- 31 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 equal to that required of the Contractor under this agreement.
  - c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
  - d. If a Contractor no longer is in Good Standing with WCBNS, the Contractor must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
  - e. East Hants will not accept any provisions which seek to limit the liability of the Contractor with respect to these insurance requirements;
  - f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
  - g. Changes to insurance coverage must be disclosed to East Hants prior to the next performance of Services after the change and the Contractor must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

## ISSUE REPORTING

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

## REGULATIONS

- 33 The Contractor shall comply with all applicable Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Contractor shall also comply

with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

#### **TAXES**

- 34 The Contractor shall pay all Federal and Provincial Taxes as required by the appropriate enactments.
- 35 The Contractor shall 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 Contractor.
- 36 In the event of changes in applicable tax legislation to provide additional tax relief during the course of this agreement, it is the intent of the parties that any benefits therefrom shall accrue to the Municipality who shall deduct any overpayment of taxes from moneys due to the Contractor.
- 37 In the event of additional taxes being imposed during the course of the agreement, it is the intent of the parties that the additional amounts paid by the Contractor will be reimbursed by East Hants in accordance with the requirements of the applicable tax act.

#### **WORKERS' COMPENSATION**

- 38 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**

- 39 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.

#### **PERFORMANCE**

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

investigate the determinations made by East Hants and shall have reasonable time to effect corrections. East Hants may, at its discretion:

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

#### CHANGES TO SERVICES

- 44 Requests for changes to the Services must be submitted in writing by the party requesting the change. Changes to the Services may only be made when the other party approves the change in writing and submits the approval to the party requesting the change. No verbal agreement or conversation between any officer, agent or employee of a party shall affect or modify any of the terms or obligations specified in the agreement;
- 45 If a change requested by either party will impact the cost of the Services to be changed, the increase or decrease in cost must be clearly identified on the change request. The Contractor must provide an explanation of any price increase they may request. Such increases must be reasonable and reflective of the actual increase in the Contractor's cost brought about by the change. When a change can be shown to decrease the scope of Services, a reasonable decrease in the cost of Services is expected;

#### RESPONSIBILITY FOR DAMAGE AND LOSS

- 46 The Contractor shall, at their sole expense, repair and restore to its original condition any material or surface damaged by their operations.
- 47 The Contractor is responsible for any loss or damage of inventory entrusted to their care, regardless of the reason for the loss or damage.

#### SAFETY

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

- 49 Failure to consistently use appropriate personal protective equipment (PPE) in the performance of this work may result in Termination of the agreement for these Services. At minimum, East Hants requires the use of safety footwear, protective eyewear, hearing protection (when required) and high visibility vests or similar clothing when performing such Services.

#### **TERMINATION**

- 50 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.
- 51 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.
- 52 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable. Both East Hants and Contractor agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Contractor by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 53 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.
- 54 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**

- 55 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**

- 56 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**

- 57 The agreement, together with the 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**

- 58 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**

59 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.

60 The Notifications shall be addressed as follows:

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

Municipality of East Hants  
**RFP50759 - Streetlighting, Installation, Maintenance & Repair**  
Box 230, Suite 170  
15 Commerce Court  
Elmsdale, NS B2S 3K5

Attention: Manager of Administrative Services

b. By email to East Hants:

Primary: [jsilva@easthants.ca](mailto:jsilva@easthants.ca); [bherman@easthants.ca](mailto:bherman@easthants.ca)  
Cc: [mhatfield@easthants.ca](mailto:mhatfield@easthants.ca)

c. By mail to the Contractor:

<<Company Name>>  
**RF<<x#> - Streetlighting, Installation, Maintenance & Repair**  
<<Address>>

Attention: <<Name>>

d. By email to Contractor:

Primary: <<email address>>

## GOVERNING LAW

61 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

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

## SEVERABILITY

63 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

63 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: _____