

Subject: Tender 3610 - Construction Management Assistance - Tender Clarifications and Responses.

1. Is there a list of the individual projects planned under the energy upgrade program including budgets for each?
A tentative list of schools is available and attached. The budget for each school is confidential until tendered.
2. Will each of the individual projects planned under the energy upgrade program be procured through a traditional hard bid lump sum tender or are alternate delivery methods envisaged?
The measures are and will be tendered out through separate traditional lump sum bids.
3. Will the successful proponent firm under this RFP be precluded from bidding on the projects falling under the energy upgrade program?
To avoid a conflict of interest, yes the successful proponent will be precluded from the future projects under this program.
4. Please provide details of 'travel compensation at the approved provincial rate'.
The current mileage rate is 43.66 cents/kilometre.
5. Is the 15hrs/week intended to represent an average over the course of the program or is it a rigid 2 days/week every week?
The 15 hours per week is the expected level of effort (attending prescheduled meetings and site visits). This is not meant as an average.
6. Will the HRSB be providing a land line and internet access to the DCAM who will be working out of the HRSB office?
Yes, we will provide a cubical in the HRSB operations office with a phone extension and internet access.
7. In order to recruit and retain the DCAM the proponent will have to offer vacation, sick and personal days off within the employment offer package. What will the proponent 's obligation be to the HRSB to cover the time that the DCAM is not in the office?
The obligation of the successful proponent is for 15hrs/week for 40 months. Time off should be coordinated during the project with the HRSB Energy Manager and should not be taken during critical times of the project. The DCAM may be required to make up the missed hours, or, adjust/reduce the HRSB monthly invoice, at the discretion of the HRSB Energy Manager. A replacement DCAM would not be practical for this project.

Tyler Bell, P.Eng., CMVP, LEED AP BD+C
Energy Manager
Operations Services Department
Halifax Regional School Board
33 Spectacle Lake Dr.
Dartmouth, NS B3B 1X7
T: 902.464.2000 ext. 5119
Em: tbell@hrrsb.ns.ca

18-Nov-13 1:30 PM

Building Name	Street Address	Floor Area ft2	Community	Family
A.J. Smeltzer Junior High	46 Prince St	57,923	Lower Sackville	Sackville
Admiral Westphal Elementary	6 Fourth St	68,804	Dartmouth	Prince Andrew
Atlantic Memorial - Terence Bay Elementary	3591 Prospect Road	25,400	Shad Bay	Halifax West
Atlantic View Elementary	3391 Lawrencetown Rd	20,368	Lawrencetown	Cole Harbour
Auburn Drive High	300 Auburn Dr	129,427	Dartmouth	Auburn Drive
Beaver Bank - Kinsac Elementary	28 Kinsac Rd	30,451	Beaver Bank	Lockview
Beechville Lakeside Timberlea (Gr 3-5)	24 James St	46,043	Timberlea	Sir J. A. MacDonald
Beechville Lakeside Timberlea (Gr P-2)	22 James St	50,440	Timberlea	Sir J. A. MacDonald
Bel Ayr Elementary	4 Bell St	24,994	Dartmouth	Prince Andrew
Bell Park Academic Center	4 Thomas St	37,483	Lake Echo	Auburn Drive
Bicentennial Junior High	85 Victoria Rd	64,749	Dartmouth	Dartmouth
Brookhouse Elementary	15 Christopher Ave	36,051	Dartmouth	Prince Andrew
Brookside Junior High	2239 Prospect Rd	51,246	Hatchet Lake	Halifax West
Burton Ettinger Elementary	52 Alex St	50,590	Halifax	Halifax West
Caudle Park Elementary	35 McGee Dr	29,090	Lower Sackville	Sackville
Cavalier Drive Elementary/Junior High	116 Cavilier Dr	51,500	Lower Sackville	Sackville
Charles P. Allen High	670 Rocky Lake Drive	116,763	Bedford	C.P. Allen
Chebucto Heights Elementary	230 Cowie Hill Rd	62,241	Halifax	J. L. Ilsley
Citadel High	1855 Trollope St	180,000	Halifax	Citadel
Clayton Park Junior High	45 Plateau Cres	51,770	Halifax	Halifax West
Cole Harbour District High	2 Chateau Cres	100,321	Dartmouth	Cole Harbour
Colonel John Stuart Elementary	5 John Stewart Dr	22,254	Dartmouth	Cole Harbour
Halifax Central	1787 Preston St	42,367	Halifax	Citadel
Crichton Park Elementary	49 Lyngby Ave	27,075	Dartmouth	Dartmouth
Cunard Junior High	121 Williams Lake rd	31,934	Halifax	J. L. Ilsley
Dartmouth High School	95 Victoria Rd	143,044	Dartmouth	Dartmouth
Dartmouth Teachers Centre	35B Major St	27,000	Dartmouth	HRSB
Duc d'Anville Elementary	12 Clayton Park Dr	52,809	Halifax	Halifax West
Eastern Shore District High	35 West Petpeswick Rd	68,697	Musquodoboit Harbour	Eastern Shore
Elizabeth Sutherland Elementary/Junior High	66 Rockingstone Rd	56,407	Halifax	J. L. Ilsley
Ellenvale Junior High	88 Belle Vista Dr	56,449	Dartmouth	Prince Andrew
Eric Graves Memorial Junior High	70 Dorothea Dr	43,752	Dartmouth	Prince Andrew
Fairview Heights Annex Elementary	210 Coronation Ave	21,756	Halifax	Halifax West
Fairview Heights Annex Elementary	141 Rufus Ave	13,700	Halifax	Halifax West
Fairview Junior High	155 Rosedale Ave	70,904	Halifax	Halifax West
George Bissett Elementary	170 Arklow Dr	30,740	Dartmouth	Cole Harbour
Georges P. Vanier Junior High	1410 Fall River rd	58,804	Fall River	Lockview
Gorsebrook Junior High	5966 South St	47,168	Halifax	Citadel
Graham Creighton Junior High	72 Cherry Brook Rd	70,000	Cherry Brook	Auburn Drive
Grosvenor-Wentworth Park Elementary	4 Downing St	42,741	Halifax	Halifax West
Halifax West High	283 Thomas Raddall Dr	184,100	Halifax	Halifax West
Hammonds Plains Consolidated Elementary	2180 Hammonds Plains Rd	52,519	Hammonds Plains	C.P. Allen
Harbour View Elementary	25 Alfred St	77,311	Dartmouth	Dartmouth
Harold T. Barrett Junior High	862 Beaver Bank Rd	40,837	Beaver Bank	Lockview
Harrietsfield Elementary	1150 Old Sambro Rd	21,934	Harrietsfield	J. L. Ilsley
Hawthorn Elementary	10 Hawthorne St	41,498	Dartmouth	Dartmouth
Herring Cove Junior High	7 Lancaster Dr	44,700	Herring Cove	J. L. Ilsley
Highland Park Junior High	3479 Robie St	29,005	Halifax	Citadel
Hillside Park Elementary	15 Hillside Ave	29,770	Lower Sackville	Sackville
Holland Road Elementary	181 Holland Rd	33,223	Fletchers Lake	Lockview
Humber Park Elementary	5 Smallwood Ave	24,670	Dartmouth	Auburn Drive
Ian Forsyth Elementary	22 Glencoe Dr	38,123	Dartmouth	Prince Andrew
Inglis Street Elementary	5985 Inglis St	42,863	Halifax	Citadel
J. L. Ilsley High	38 Sylvia Ave	148,523	Halifax	J. L. Ilsley
John W. MacLeod-Fleming Tower Elementary	25 Randolph St	33,922	Halifax	J. L. Ilsley
John W. MacLeod-Fleming Tower Elementary	159 Purcell's Cove Rd	9,464	Halifax	J. L. Ilsley
Kingswood Elementary	34 Vrege Crt	67,921	Hammonds Plains	C.P. Allen
Michael Wallace Elementary	24 Andover St	24,003	Dartmouth	Prince Andrew

Building Name	Street Address	Floor Area ft2	Community	Family
Millwood Elementary	190 Beaver Bank Cross Rd	38,019	Lower Sackville	Millwood
Millwood High	141 Millwodd Dr	82,450	Lower Sackville	Millwood
Musquodoboit Valley Education Centre	120406 Highway 224	50,000	Middle Musquodoboit	Musquodoboit
Ocean View Elementary	51 Oceanview School Rd	44,061	Eastern Passage	Cole Harbour
Oldfield Consolidated Elementary	72 Halls Rd	11,788	Enfield	Lockview
Oxford Elementary/Junior High	6364 North St	88,069	Halifax	Citadel
Oyster Pond Academy	10583 Highway 7	82,000	Oyster Pond	Eastern Shore
Prince Andrew High	31 Woodlawn Rd	145,911	Dartmouth	Prince Andrew
Prospect Road Elementary	2199 Prospect Rd	22,907	Hatchet Lake	Halifax West
Robert Kemp Turner Elementary	141 Circassion Dr	27,148	Dartmouth	Cole Harbour
Rockingham Elementary	31 Tremont Dr	49,703	Halifax	Halifax West
Rockstone Heights Elementary/Junior High	1 Regan Dr	47,202	Halifax	J. L. Ilsley
Ross Road Elementary/Junior High	336 Ross Rd	54,029	Westphal	Cole Harbour
Sackville Heights Junior High	956 Sackville Dr	73,044	Lower Sackville	Millwood
Saint Marys Elementary	5614 Morris St	13,630	Halifax	Citadel
Sambro Elementary	3725 Old Sambro Rd	17,405	Sambro	J. L. Ilsley
Shannon Park Elementary	7 Iroquois Dr	59,850	Dartmouth	Dartmouth
Sir Charles Tupper Elementary	1930 Cambridge St	33,352	Halifax	Citadel
Sir John A. MacDonald High	31 Scholars Rd	99,847	Upper Tantallon	Sir J. A. MacDonald
Sir Robert Borden Junior High	16 Evergreen Dr	58,106	Dartmouth	Cole Harbour
Smokey Drive Elementary	241 Smokey Dr	27,125	Lower Sackville	Sackville
South Woodside Elementary	5 Everette St	27,232	Dartmouth	Dartmouth
Southdale North Woodside Elementary	36 Hastings Dr	52,500	Dartmouth	Dartmouth
Springvale Elementary	92 Downs Ave	36,425	Halifax	Citadel
St. Agnes Junior High	6981 Mumford Rd	48,947	Halifax	Citadel
St. Catherines Elementary	3299 Connolly St	51,642	Halifax	Citadel
St. Stephen's Elementary	3669 Highland Ave	46,678	Halifax	Citadel
Sycamore Lane Elementary	69 Sycamore Lane	24,108	Lower Sackville	Sackville
Tallahassee Community Elementary	168 Redoubt Way	64,600	Eastern Passage	Cole Harbour
Tantallon Elementary (Junior)	1 French Village Station Rd	29,224	Upper Tantallon	Sir J. A. MacDonald
Tantallon Elementary (Senior)	3 French Village Station Rd	50,464	Upper Tantallon	Sir J. A. MacDonald
Westmount Elementary	6700 Edward Arab Ave	42,398	Halifax	Citadel



REQUEST FOR PROPOSAL

#3610

CONSTRUCTION MANAGEMENT SUPPORT SERVICES

HRSB ENERGY UPGRADE PROJECT

CLOSING: THURSDAY, NOVEMBER 21ST, 2013, 2:00:00 P.M.

Halifax Regional School Board

33 Spectacle Lake Drive

Dartmouth, Nova Scotia

B3B 1X7

Board Contact – General/Technical Questions

Tyler Bell, P. Eng., HRSB Energy Manager

(902) 464-2000, Ext #5119

tbell@hrsb.ca

HRSB encourages employment equity and affirmative action programs.

TABLE OF CONTENTS

OVERVIEW:

INTRODUCTION	2
PROJECT SUMMARY	2
SUBMISSION REQUIREMENTS	2

SUBMISSION REQUIREMENTS:

CONFIDENTIALITY	2
PROPOSAL SCHEDULE	3
QUESTIONS & CLARIFICATIONS	3
RFP SUBMISSIONS	3
RFP TERMS & CONDITIONS	4
RIGHTS RESERVED BY HRSB	4
INSURANCE AND INDEMNIFICATION.....	4
CONFLICT OF INTEREST	5

SERVICES:

CONSTRUCTION MANAGEMENT SUPPORT SERVICES	6
DESIGNATED CONSTRUCTION ASSISTANCE MANAGER	6

PROPOSAL FORMAT:

SECTION 1 – OVERVIEW	8
SECTION 2 – WORK PROGRAM	8
SECTION 3 – ORGANIZATION	8
SECTION 4 – WORKPLACE SAFETY	9
SECTION 5 – PRICE PROPOSAL	9

PROPOSAL EVALUATION:

EVALUATION TEAM/CRITERIA	9
SHORT LIST INTERVIEW.....	9

SAMPLE CONTRACT	10
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OVERVIEW

INTRODUCTION

The Halifax Regional School Board (HRSB) was created in 1996 through the amalgamation of three individual boards that operated schools in Halifax, Dartmouth, Bedford and Halifax County.

Serving approximately 49,000 students in 137 schools, HRSB is the largest school board in Atlantic Canada.

PROJECT SUMMARY

HRSB is in the process of implementing a \$34.1M project to upgrade and improve the energy efficiency of approximately 90 schools across Halifax Regional Municipality.

The work will consist of various upgrades including but not limited to:

- Oil to Natural Gas boiler conversions;
- Building automation systems (BAS) installations and upgrades;
- Lighting systems conversions and redesigns;
- Ventilation upgrades and optimization; and
- Building envelope upgrades.

The Energy Upgrade project has already started and is scheduled for completion on or before March 31, 2017.

Through this Request for Proposal (RFP) HRSB is seeking proposals from construction management proponents who can provide expert construction management support to HRSB in the delivery of the project.

This RFP contains all the information necessary to prepare a submission to HRSB for the project management services under consideration.

SUBMISSION REQUIREMENTS

Confidentiality

A Proponent receiving this RFP may not use, disclose, or duplicate it for any purpose other than to prepare a response. The Proponent shall keep HRSB's data confidential and shall not disclose its content to any other party, other than to those internal employees or agents responsible for preparing a submission, without prior written approval of HRSB. Receipt of this RFP does not entitle the Proponent to associate its services with HRSB in any way, nor represents in any way that HRSB has employed or endorsed the Proponent's services. Any such association or endorsement being contemplated by the Proponent must receive prior written approval of HRSB.

HRSB will not disclose or share one Proponent's response to this RFP with other Proponents or other organizations, except as required by Nova Scotia FOIPOP Requirements, see link to regulations: <https://www.novascotia.ca/JUST/regulations/regs/foiregs.htm>

The submission of a proposal indicates acceptance by the respondent of all of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the formal contract between HRSB and the Proponent. **Deviations from the Request for Proposal must be clearly identified in the written submission.** Award to the successful proponent is subject to a formal contract being negotiated, prepared and executed. HRSB reserves the right to negotiate the terms and conditions of the contract.

Proposal Schedule

Task	Date
Issue Request For Proposal	November 7, 2013
Deadline for Receipt of Proposals	November 21, 2013 2:00:00 P.M.
Proponent Interviews	Subsequent to Review of Proposals
Contract Commencement	December 2, 2013

Questions and Clarifications

Inquiries regarding this Request for Proposal are to be sent in writing to **Tyler Bell, P.Eng., HRSB Energy Manager, via email to tbell@hrsb.ca**. Inquiries must not be directed to other HRSB employees. No clarification requests will be accepted by telephone. Responses to clarification requests will be provided to all interested parties.

Any and all changes to the RFP required before the proposal closing will be issued in the form of a written Addendum. If Addenda are issued, the Proponents must acknowledge receipt in the appropriate section on the Addenda Form. HRSB will assume no responsibility for oral instructions or suggestions.

RFP Submissions

Proponents are required to submit three (3) bound copies of their proposal on 8 ½ x 11 paper and one (1) electronic copy, in a sealed envelope, clearly identified as **RFP # 3610 Proposal for Construction Management Support Service – Energy Upgrade Project**, to:

Halifax Regional School Board Office
 33 Spectacle Lake Drive,
 Dartmouth, NS B3B 1X7

Proposals **MUST** be received at the above address by **2:00:00 p.m., THURSDAY, NOVEMBER 21, 2013**.

RFP Terms and Conditions

Proposals received later than the specified closing time will be rejected by HRSB. The terms and conditions of the proposal offer shall remain firm and open for acceptance by HRSB for a period of ninety (90) days from date of closing.

Final acceptance of the proposal will be subject to the successful negotiation and execution of a written contract meeting the expenditure limits and required terms and conditions acceptable to HRSB. The acceptance or rejection of any proposal will be made pursuant to the policies of HRSB – see link to HRSB policies: <http://www.hrsb.ns.ca/content/id/541.html>

Rights Reserved by HRSB

HRSB is not liable for any costs incurred by interested parties in the preparation of their response to this request or subsequent interviews. Furthermore, HRSB shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by HRSB of any response, or by reason of any delay in the acceptance of the response.

HRSB reserves the right to request Proponents to provide additional information and address specific requirements not accurately or adequately covered in their initial submissions.

HRSB reserves the right to modify any and all requirements stated in the Request for Proposal via addendum no less than three (3) business days prior to RFP closing date and time.

Insurance and Indemnification

The successful Proponent shall at its own expense obtain and maintain until the termination of the contract, and provide HRSB with evidence of:

1. Professional Liability insurance covering the work and services described in this Agreement for an amount not less than two million dollars (\$2,000,000) per occurrence.
2. Comprehensive General Liability insurance on an occurrence basis for an amount not less than five million (\$5,000,000) dollars.
3. Automobile Liability insurance for an amount not less than one million (\$1,000,000) dollars, on forms meeting statutory requirements covering all vehicles used in any manner in connection with the performance of the work of this Agreement.

The policies described above will not be cancelled or permitted to lapse unless the insurer notifies HRSB in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

Conflict of Interest

The Proponent agrees to be bound by the following requirements. Except as identified in the proposal or as specified in the contract, the Proponent must certify in its proposal:

- That the company or individuals within the company do not currently receive remuneration for any type for work related to the HRSB Energy Performance Contract, and
- There is no collusion or arrangement between the Proponent and any other Proponent(s) in connection with this project.

Proponents chosen to participate in this RFP process shall disclose prior to entering into an agreement any potential conflict of interest.

Neither the Proponent nor any employee of the Proponent shall offer or receive any entertainment, gifts, gratuities, donations, discounts, fees, payment, commission, reward, special service, incentive, or other remuneration or compensation of any kind (“inducement”), regardless of value, to or from any employee of HRSB, any consultant or contractor employed by HRSB, or any vendor of goods or services to the project. The Proponent agrees to inform HRSB immediately upon being offered any such inducement.

The Proponent chosen to provide service to the project shall continue to be bound by the foregoing prohibitions after the execution of a contract agreement.

SERVICES

CONSTRUCTION MANAGEMENT SUPPORT SERVICES

The Proponent chosen will be responsible to provide support for the planning and implementation of the Energy Upgrade Project. It is essential to the success of the project that the successful Proponent communicate the project schedules to ensure that all project stakeholders stay informed of the worked planned and any potential impacts to the day-to-day operation of the school. By attending weekly construction meetings, site inspections and monitoring the construction activities, the successful Proponent, will ensure that work is performed safely and as specified in the design documents. The Construction Manager will work collaboratively as a member of the Operations Services team and will report directly to the Energy Manager. It is anticipated by HRSB that effort for the construction support services will require fifteen (15) hours per week for approximately forty (40) consecutive months.

Following is the scope of construction management services that HRSB will expect from the successful Proponent:

General Responsibilities

1. Attend weekly or biweekly construction meetings with construction team
2. Assist in the communication of construction schedules and potential impacts with school staff
3. Assist in coordinating access to facilities
4. Attend both mechanical and electrical inspections
5. Attend monthly sponsor group meetings as required
6. Assist in the review of contemplated change orders
7. Review construction schedules and report on potential delays or significant deviations

DESIGNATED CONSTRUCTION ASSISTANCE MANAGER

Each Proponent shall identify within their proposal submission an individual who shall be the Designated Construction Assistance Manager (“DCAM”). The DCAM shall be the project management firm’s project manager responsible for the delivery of service to the project. The DCAM, and not subordinate staff, shall at all times be directly responsible for the management of the project. The DCAM shall be responsible for attending and chairing meetings of the project team for the duration of the project. The DCAM shall not be replaced without the prior written consent of HRSB.

The DCAM must, at the time of proposal submission, be competent in the following:

- Knowledge and experience in the installation, both new and retrofits, of mechanical and electrical systems including building automation systems;
- A thorough understanding of construction management principles;
- The ability to interpret and communicate design drawings, specifications and changes;
- The ability to work in a team environment while leading multiple projects and adapting to frequently changing priorities and tight timelines;
- The ability to apply knowledge and experience of Occupational Health & Safety Standards and Department of Labour procedures;
- The ability to recognize and identify priorities in scheduling of work requirements, staff and other

resources;

- The ability to effectively communicate both internally within Operations Services, externally to other Departments of the board, and third parties including the consumers of services offered by the Board;
- Strong interpersonal, oral and written communication skills; and
- The ability to promote and maintain confidentiality as the norm.

The DCAM would preferably, at the time of proposal submission, be competent in the following:

- Knowledge and experience with HVAC control logic, energy management strategies and indoor air quality;
- The ability to apply knowledge and experience of building codes and regulatory requirements to meet building construction, operation and health and safety standards;
- A working knowledge of emerging energy management strategies;
- Knowledge and experience working for institutional organizations similar to HRSB; and
- Ability to work within both office and construction environments.

The DCAM will be required to:

- Report to the Energy Manager, 33 Spectacle Lake Drive, Dartmouth, NS, and work from an assigned office cubicle as required to support project delivery;
- Adhere to established Halifax Regional School Board central office work hours during the normal course of work. These are typically 8 am-4:30 pm;
- Be available to work alternate hours (before or after normal office hours) as required to accommodate access to schools or close up of schools, inspection, training, etc. when necessary;
- Have a valid driver's license and vehicle for travel to project sites (schools) throughout HRM;
- Accept travel compensation at the approved provincial rate as applicable; and
- Provide proof of a Criminal Records Check and Child Abuse Registry Search conducted within the last 3 months.

PROPOSAL FORMAT

HRSB is seeking proposals from proponents who are both interested and capable of undertaking the project. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in this Request for Proposal. The responses will be assessed according to how well they assure HRSB of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

Section 1: Overview

(Maximum of two (2) 8 ½" x 11" pages, one sided, size 10 font)

Provide:

- A narrative demonstrating the firm's understanding of the full scope of services
- Confirmation of the firm's services responding to the required Scope of Services

Section 2: Work Program

(Maximum of two (2) 8 ½" x 11" pages, one sided, size 10 font)

Provide:

- Approach and methodology to be pursued for the provision of the services identified in the RFP

Section 3: Organization

(Maximum of four (4) 8 ½" x 11" pages, one sided, size 10 font)

Provide:

The Proponent Organization

- Description of your firm and the type of services offered.
- Ownership
- Organization and management structure

Experience

- Provide a table of comparable projects, involving the provision of project management services for base building and/or fit-up implementation. Include in the table at least the following information:
Project Name
Client Name
Project Description
Project Value
Client Reference (name, title and phone number)
- Demonstration of capability, capacity and experience of the project management firm in providing service to comparable projects.

Project Team

- Identify the Project Team proposed for HRSB assignment
- For each member of the Project Team, confirm if the individual is a full-time, permanent employee of the firm
- Describe the organization of the Project Team and how the team fits within the existing structure of the firm.
- Demonstrate the experience and capability of the members of the Project Team

Designated Construction Assistance Manager

- Confirmation of the individual that will serve as the DCAM for the duration of the project assignment
- Professional references for the DCAM proposed for the project.

Section 4: Workplace Safety

(Maximum of two (2) 8 ½" x 11" pages, one sided, size 10 font)

Consistent with HRSB's efforts to weave health, safety, wellness and respect for the environment into the very fabric of our programs and services, the Proponent shall provide the following:

- evidence of registration and good standing with the Workers' Compensation Board (WCB)
- evidence of the firm's Corporate Health and Safety Policy, and the measures taken to ensure its effective implementation within the work environment

Section 5: Price Proposal

(Maximum of one (1) 8 ½" x 11" page - one sided, size 10 font)

Provide:

- A fixed price proposal to provide the Construction Management Assistance Services described in this RFP for a term of forty (40) months
- An hourly price proposal to provide additional services.

PROPOSAL EVALUATION

Evaluation Team/Criteria

An evaluation team will evaluate proposals. By responding to this RFP proponents agree to accept the recommendation of the Evaluation Team as to the successful proponent and acknowledge and agree that HRSB makes the final decision.

The proposal will be evaluated against the following criteria:

Section 1: Overview	5 points
Section 2: Work Program	15 points
Section 3: Organization:	
Project Management Firm	10points
Project Management Team	5 points
Designated Project Manager	25 points
Section 4: Workplace Safety	5 points
Section 5: Price Proposal	15 points
Short List Interview	20 points
<hr/> Total	<hr/> 100 points

Short List Interview

After review and scoring of all proposals received, HRSB will create a short list of proponents based on the proposals with the highest three (3) scores. HRSB will arrange an interview with the DCAM from each firm on the short list.

Subsequent to interviews, the successful proponent will commence work **MONDAY, DECEMBER 2, 2013**.

SAMPLE AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the XXST day of *NOVEMBER A.D. 2013*.

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

SUCCESSFUL PROPONENT

(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS HRSB has analyzed its needs and requirements for ***CONSTRUCTION MANAGEMENT ASSISTANCE - ENERGY UPGRADE***;

AND WHEREAS based on HRSB's analysis, HRSB prepared a detailed RFP setting out their needs and requirements ("**RFP # 3610**"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto.

AND WHEREAS HRSB submitted the RFP to a number of companies capable of providing ***CONSTRUCTION MANAGEMENT ASSISTANCE - ENERGY UPGRADE***;

AND WHEREAS **SUCCESSFUL PROPONENT** provided a detailed response to **RFP # 3610** (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS **SUCCESSFUL PROPONENT** in the Response made certain representations with respect to its capabilities.

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF WORK

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, of **RFP # 3610**, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix A may be adjusted from time to time by mutual agreement between the Board and the Contractor.

TERM

- 2.0 This Agreement shall be in effect from and including the **2ND day of DECEMBER, 2013 and shall continue for FORTY (40) MONTHS until 31th of MARCH 2017**, unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the

Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

PAYMENT PROCEDURE

- 4.0 Invoices shall be submitted by the Contractor to: ***Tyler, Bell, HRSB Energy Manager, Halifax Regional School Board, 33 Spectacle Lake Drive, DARTMOUTH NS B3B 1X7***
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the Board shall cause the invoice to be paid.

WITHHOLDING PAYMENT

- 5.0 The Board shall be entitled to withhold payment to the Contractor:
- (a) Where there is unsatisfactory performance of the services to be performed by the Contractor as described under articles 1.0, 3.0 and 5.1 of this Agreement;
 - (b) For any portion of the invoice which the Board disputes;
 - (c) To the extent necessary to protect the Board in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and
 - (d) As provided in article 11.1.

- 5.1 In the event of there being unsatisfactory performance by the Contractor, then the Board shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the Board of such deficiencies.

EXPENSES

- 6.0 Expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement. The only costs covered by the Board will be the successful proponent's fixed price, hourly price for additional services, and travel compensation, paid at the provincial rate.

INDEPENDENT CONTRACTOR

- 7.0 The Board and the Contractor agree that the Contractor is an independent contractor and not an employee of the Board, nor is the Contractor a partner with the Board.
- 7.1 The Board and the Contractor agree that any personnel supplied by the Contractor to the Board shall be considered employees of the Contractor and not employees of the Board.

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- 8.0 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia)

and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.

- 8.1 The Contractor shall be responsible to deduct from the payments received from the Board, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

TAXES

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.

- 9.1 The Contractor shall invoice the Board for Goods and Services tax and shall identify its goods and services tax registration number on each invoice and identify the amount of goods and services tax on each invoice.

- 9.2 In the event that the Contractor does not invoice the Board for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$5,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.

- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement, Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than \$2,000,000.00.
- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than ONE Million Dollars (\$1,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.
- 10.3 Such insurance shall include blanket contractual liability.
- 10.4 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.5 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The Board shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.

- 11.1 The Contractor shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

TERMINATION

- 12.0 This agreement may be terminated by HRSB at any time during the term, in whole or in part, in HRSB's sole discretion without cause or liability to Contractor, by HRSB providing to Contractor at least **THIRTY (30) days** prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the Board shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.

- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the Board's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- 12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

Dispute Resolution

Arbitration:

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:
- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
 - (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
 - (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
 - (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.

- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

CONFIDENTIALITY AND OWNERSHIP OF PROPERTY

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the Board in the performance of this Agreement, shall be the sole property of the Board.
- 14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

COMPLIANCE WITH LAWS AND POLICIES

- 13.0 In performing the services under the terms of this Agreement, the Contractor and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.

14.1 If unfamiliar with Board policies and regulations, the Contractor shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the Board.

NON-ASSIGNABILITY

16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

INCONSISTENCY

17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

NOTICE

18.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

***Tyler Bell, HRSB Energy Manager
Halifax Regional School Board
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7***

To the Contractor at:

***SUCCESSFUL PROPONENT
ADDRESS***

- 18.1.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.

- 18.1.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

SUCCESSORS

19.0 This Agreement shall enure to the benefit of and be binding upon, the parties to this Agreement, and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have executed this agreement as of the day and year first above written.

SUCCESSFUL PROPONENT	

Signing Authority Name	_____
	Date

Witness	

HALIFAX REGIONAL SCHOOL BOARD	

Elwin LeRoux, Superintendent	_____
	Date

Witness	

CONTRACT SCHEDULE A

HRSB RFP/RFP DOCUMENT

(PROVIDED TO ALL BIDDERS AND ON FILE BY RFP NUMBER AT HRSB PURCHASING DIVISION)

CONTRACT SCHEDULE B

CONTRACTOR'S BID RESPONSE TO RFP

(ON FILE BY RFP NUMBER AT HRSB PURCHASING DIVISION)