



## **HALIFAX REGIONAL SCHOOL BOARD**

### **REQUEST FOR PROPOSAL #3650**

#### **Assistive Technology Full Support Service Provider**

**Closing Date:** FRIDAY, MAY 30, 2014

**Closing Time:** 2:00:00 P.M.

**Closing Location:**

Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, N.S., B3B 1X7

**HRSB Contact:**

Deborah Beck, buyer  
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## 1.0 INTRODUCTION

### 1.1 The Halifax Regional School Board

The Halifax Regional School Board (“**HRSB**”) is the largest public school district in Atlantic Canada serving approximately 49,000 students from early childhood education through to Grade 12. The organization employs over 6,000 full time and temporary staff with programs operating from over 139 schools and buildings. The annual operating budget for the HRSB is approximately \$400,000,000.

### 1.2 Purpose of this Request For Proposal

This Request for Proposal (“RFP”) is to invite experienced and qualified Proponents to submit their detailed proposals for **FULL ASSISTIVE TECHNOLOGY SERVICES** to satisfy the requirements of the HRSB for the services set out in this RFP (“**Proposal**”). The particular number/volume of items and other requirements of the HRSB are set out in the Project Scope. From Proposals received, the HRSB will select contractors which shall be the standard for future orders under the terms of each Contract awarded by virtue of this RFP throughout the Term of such Contracts.

The terms "RFP" and "Proposal" include any revisions, amendments or additional documents made thereto, pursuant to this RFP.

### 1.3 The Proposal

The HRSB is requesting experienced and qualified Proponents to submit Proposals based on the following:

Full Assistive Technology Support Services to HRSB, as outlined in Schedule A, Scope of Work for a 3 year term commencing **June 01, 2014 – May 31, 2017 with option for TWO (2) ONE (1) Year renewals** at the sole discretion of HRSB.

Proponents are requested to provide a Proposal that will meet HRSB's requirements at the best possible overall value, as determined by HRSB in its sole discretion.

### 1.4 Guiding Principles

When preparing your Proposal, you must consider the following principles, which will act as a guide for the HRSB in its evaluation. Further criteria as provided below, may be included in the Project Scope, and may be weighted as to their relative importance to the evaluation process. You must identify in your Proposal how it satisfies these principles:

- **Quality**
- **Value**
- **Reliability**
- **Cost Effectiveness**
- **Time Lines**
- **Related Expertise**

### 1.5 Schedules of Events

The following schedule for this RFP and award of Contract is current as of the release date of this RFP. HRSB reserves the right to, in its sole discretion:

- a) modify any of the dates below; or
- b) modify any of the steps noted below.

<b>STEP</b>	<b>DATE</b>
<b>Release of RFP</b>	<b>April 4, 2014</b>
<b>Close Date</b>	<b>April 25, 2014</b>
<b>Contract Award</b>	<b>To be Determined</b>
<b>Commencement of Obligations</b>	<b>June 1, 2014</b>

Should HRSB enter into negotiations with a preferred Proponent to finalize a Contract as specified in Section 3.2 (b), and such negotiations fail to do so, HRSB reserves the right in its sole discretion to negotiate with other Proponents who submitted acceptable Proposals or to not award a Contract to any Proponent. For further clarification of HRSB’s option to negotiate a final contract, and of its discretion generally, refer to Section 3.2 and Section 5.0 below.

## **2.0 RFP TERMS AND CONDITIONS**

### **CONDITIONS**

This Section describes:

- a) the requirements for all Proposals; and
- b) the procedures, practices and contractual obligations between HRSB and each Proponent that form this RFP process.

Proponents are instructed to read and understand all requirements detailed within this RFP, as failure to meet any requirements fully shall jeopardize and perhaps eliminate the acceptability of the Proposal.

### **2.1 RFP Terminology**

Throughout this RFP, terminology is used that describes the importance of each requirement. Such terminology is as follows:

- “Must”, “Mandatory”, “Shall”** A requirement that **MUST** be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
- “Should”, “Desirable”** A requirement having a significant degree of importance to the objectives of this RFP; and
- “Optional”** A requirement not considered essential, but for which preference may be given.

## 2.2 Glossary of Terms

In addition to terms defined elsewhere in this RFP, the following terms shall have their corresponding meanings:

<b>“Proponent”</b>	<b>A person, firm or company submitting a Proposal in response to the RFP.</b>
	<b>The successful Proponent who is awarded by HRSB a Contract or the right to enter final negotiations with HRS to enter a Contract, pursuant to Section 3.2.</b>
<b>“Proposal Period”</b>	<b>The period of time between the issuance of this RFP and the Close Date.</b>
<b>“Close Date”</b>	<b>The date and time b which a Proponent MUST submit its Proposal to HRSB, as specified in Section 1.5.</b>
<b>“Contract”</b>	<b>The agreement(s) that form the contractual relationship between the Proponent(s) and HRSB, or to be executed by the Proponent and HRSB, as specified in Section 3.3.</b>
<b>“DDP”</b>	<b>“Delivered Duty Paid” being one of the International Chamber of Commerce’s “Incoterms 2000” found at <a href="http://www.iccwbo.org/Index_incoterms.asp">www.iccwbo.org/Index_incoterms.asp</a>.</b>
<b>“Innovative Proposal”</b>	<b>A Proponent’s suggested new and innovative processes it considers to be beneficial to HRSB.</b>
<b>“PO”</b>	<b>A purchase order issued by HRSB to the successful Proponent.</b>
<b>“Project Scope”</b>	<b>The specific items, equipment, work or services requested by HRSB under this RFP as set forth in Schedule A – “Project Scope”.</b>
<b>“Sites”</b>	<b>All HRSB lands or premises where the equipment will be installed or services performed. Sites may be specified within the RFP and/or the Contract.</b>
<b>“Sub-Contractor”</b>	<b>A person, firm or corporation having a contract with the Proponent to supply equipment or systems or perform services under a Contract.</b>

## 2.3 The General Response

You are responsible for providing complete and accurate information pertaining to the following general areas in respect of the Proposal. These general areas are subject to change in the Project Scope and, if applicable, the Innovative Proposal.

- Equipment/system information
- Pricing information
- Maintenance/service information
- Compatibility to existing equipment/systems
- Installation information

Your Proposal must address each of these areas of responsibility or any additional responsibilities you deem appropriate in order to supply quality equipment, systems, support, and service to the HRSB.

## 2.4 The Innovative Proposal

Bidders are encouraged to supply Innovative Proposals. The Innovative Proposal **must** be set out **entirely separately** in your Proposal and will only become a Contract if and when specifically agreed upon between you and the HRSB apart from any acceptance of the Proposal. The Innovative Proposal should address all purchase and service requirements of the HRSB and will be considered by HRSB in its sole discretion.

## 2.5 Confidentiality and FOIPPA

Information pertaining to HRSB obtained by the Bidder, its employees and agents as a result of its participation in this RFP, is confidential and **must** not be disclosed by the Bidder except as authorized in advance and in writing by HRSB.

HRSB shall endeavour to keep all Proposals and accompanying documentation received as confidential and used only for the purposes of evaluation of the Proposal, however, HRSB provides no warranty with respect to confidentiality and shall incur no liability from any disclosure. The Bidder hereby grants to HRSB the right to copy any documents (regardless of form) provided in or with the Proposal for the purposes of such evaluation.

Proposals are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**"). While this Act allows persons a right of access to records in HRSB's custody or control, it also prohibits HRSB from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Section 15 and 16 of the FOIPPA. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

## 2.6 Full Disclosure

Bidders **must** provide a statement providing a full and complete disclosure of:

- a) any personal relationship to any employee of HRSB who makes recommendations concerning the award of the services or works contemplated in the RFP or of any employee (or immediate relative of any employee) of HRSB with any direct, or indirect pecuniary interest, ownership or directorship with respect to the Bidder; and
- b) any business relationship, monetary or other support of HRSB through any of its Sites or with respect

to any of its staff including employees, officers or Trustees.

Bidders must advise the Buyer of any change in the foregoing throughout the Bidding Period and Term. HRSB reserves the absolute right to eliminate any Proposal or terminate any resulting Contract for failure to disclose the information required in this Section.

## **2.7 Place and Time For Proposal Submission**

The Proposals **must** be clearly marked "Request For Proposal" with reference to the specific RFP number, and **must be signed by the Bidder** and returned to HRSB in a sealed envelope with reference to the specific RFP number on the exterior of the envelope. The Proposal **must** include the signature form specified in Section 4.0(t) below. The Proposal **must** be submitted in hard copy **in duplicate, (2 copies)],** to the following address:

HALIFAX REGIONAL SCHOOL BOARD  
Purchasing Division  
33 Spectacle Lake Drive  
Dartmouth, NS., B3B 1X7

The HRSB will not accept Proposals via facsimile or electronically. The Proposal **must** be type written and complete. Proposals not sent to the foregoing address will not be considered. Proposals **must** be received by the Close Date, at the defined time, failing which the Proposal will be disqualified and unopened. Proposals will be received with a time and date stamp and the signature of the HRSB employee who received the Proposal.

## **2.8 Communications during Bidding Period**

Questions, clarification or information regarding the RFP process or the Project Scope **must** be directed exclusively to the Buyer specified above and **must** be in writing. The Buyer may direct such questions, clarification or information of a technical or business nature to other HRSB employees or consultants, in which event the Bidder shall copy the Buyer on all such further questions, clarifications or information posed to the designated HRSB employee or consultant. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFP document be found, the Bidder shall bring the matter to the attention of the Buyer, at least ten (10) days prior to the Close Date. HRSB may, in its sole discretion, determine that such information should result in a revision to this RFP, in which event Section 2.10 below shall apply. Additionally, in order for the HRSB to deal effectively with any Bidder concern or question, such concern or question should be communicated to the HRSB at least ten (10) days prior to the Close Date. Questions and answers may be copied by HRSB and distributed to all Bidders by way of email or fax.

## **2.9 Evaluation of Proposals**

Upon receipt of Proposals, the HRSB will screen each to ensure the Bidder's compliance with the requirements of this RFP and as outlined in the Project Scope. HRSB shall be at liberty to exercise its discretion as set forth in Section 5.0 below. After a Proposal has passed the initial screening, the HRSB will analyse the detailed specifications of the Proposal.

The HRSB proposes to use specific evaluation criteria to rate various requirements for evaluation purposes. Unless otherwise specified in the Project Scope, such a rating will be confidential, and no totals or scores of such a rating will be released to any Bidder. At a minimum, the selection (if any) of Proposals will be based on the following criteria (not necessary equally weighted):

EVALUATION CRITERIA	POTENTIAL SCORE
<p><b>Experience and Qualifications of Proponent in the support of Special Education setting:</b></p> <ul style="list-style-type: none"> <li>• Authorized reseller of all products listed in “Schedule A: Scope of work”</li> <li>• Please identify in the RFP which product lines you can’t supply</li> <li>• Level of Expertise</li> </ul> <p><b>Experience and Qualifications of Technicians in the support of special Education setting:</b></p> <ul style="list-style-type: none"> <li>• Multiple technical expertise per product</li> <li>• Level of Expertise</li> </ul>	<b>20%</b>
<p><b>Price Structure:</b></p> <ul style="list-style-type: none"> <li>• Based on the date of submission, indicate your tier pricing for the following: <ul style="list-style-type: none"> <li>○ Kurzweil V.13 WL</li> <li>○ Classroom Suite 4</li> <li>○ Clicker 6</li> <li>○ Solo 6</li> <li>○ Switch It Maker, Choose It Maker, Jigsaw Maker</li> <li>○ Symwriter</li> </ul> </li> <li>• Price changes to be adjusted continually based on the exchange rate</li> <li>• Tracking and recording of serial numbers of all AT software at HRSB and all HRSB schools</li> </ul>	<b>45%</b>
<p><b>Service Guarantee</b></p> <ul style="list-style-type: none"> <li>• Unlimited, immediate, ongoing, collaborative support/repair of AT products and services</li> <li>• Immediate defective product replacement</li> <li>• Continuous, best practice, new product, new version updates</li> <li>• Regarding updated and/or new AT products, professional development is provided</li> </ul>	<b>20%</b>
<p><b>Value Added (Innovative suggestions / ideas )</b></p>	<b>10%</b>
<p><b>Response to Questions ( Appendix A)</b></p>	<b>5%</b>

HRSB reserves the right to seek clarification on any Proposal submitted by a Bidder to assist in making its evaluation, without notifying any other Bidder of such.

The opening of Proposals will be closed to the public.



## 2.10 Revisions

Should HRSB determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing to all Bidders. HRSB may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all Bidders to consider and respond to a revision, and will advise all Bidders of such in writing. It is the sole responsibility of the Bidder, prior to the Close Date, to ensure they have received all revisions pertaining to the RFP.

***Once provided to HRSB, the Proposal is irrevocable and may not be unilaterally amended by the Bidder.***

## 2.11 Extensions Requested by Bidder

Extensions to the Close Date will only be considered if requested by a Bidder no less than seventy-two (72) hours prior to the Close Date. An extension may only be granted by the HRSB Coordinator of Purchasing Services in his or her sole discretion and may be granted to all Bidders as a result of such request.

## 2.12 Non-Compliance Identified

The Bidder **must** specifically identify any terms and conditions of this RFP with which they are unable to comply. It will be assumed that all terms and conditions are acceptable to the Bidder unless otherwise noted and all such terms and conditions will form part of the Contract. Bidder hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRSB, in HRSB's sole discretion.

## 2.13 Return of Proposal

A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Bidder are the property of HRSB and will not be returned.

## 2.14 Release of Bidder Information

HRSB reserves the right to publish the names of responding Bidders and any summary cost information deemed appropriate.

## 2.15 Liability for Errors

HRSB or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of Bidders, and the Bidder hereby releases HRSB and its Trustees, employees and agents from any such liability whatsoever.

## 2.16 Preparation Costs

Any and all preparation costs incurred by the Bidder in developing Proposals, presentations, demonstrations, or any other activity related to Bidder's response to this RFP (including attending Site visits), are solely the responsibility of the Bidder.

## 2.17 Consortium Bids

In the case of consortium bids, all organizations comprising the consortium **must** be identified. The

business relationship and responsibility of each Bidder to its consortium member in relation to the Proposal **must** be clearly outlined and there must be evidence of a consortium management approach that will ensure clear lines of communication and delivery of the goods or services for the duration of the Contract. As well, the Bidder **must** be designated and assume responsibility and liability for the acts and omissions of all consortium members, and have the authority to sign on behalf of such consortium members and bind each consortium member to all statements or agreements made on behalf of or by the consortium.

#### **2.18 Subcontracted Work**

The Bidder is considered an independent contractor to HRSB in the performance of its obligations. Should the Bidder intend to subcontract any part of the Project Scope, including through a consortium as contemplated in Section 2.17 above, it **must** so specify the equipment or services to be subcontracted and list the name and address of proposed Subcontractors. Unless otherwise expressly approved by HRSB in writing, Bidder shall perform the Project Scope itself without the use of Subcontractors. The Bidder submitting the Proposal **must** assume overall coordination and responsibility for the Proposal and shall assume responsibility and liability for the acts and omissions of all Subcontractors whatsoever.

#### **2.19 Right to Contact and Visit Clients of Bidders**

HRSB reserves the right to contact or visit any client of the Bidder without permission or assistance of the Bidder. If specified in the Project Scope, a current client list is to be provided to HRSB and shall include information regarding client size, environment, and the scope of goods provided or services performed for such clients.

#### **2.20 Proposal Pricing**

Pricing shall be in Canadian Dollars. Prices included in the Proposal shall be DDP. Destination to the designated Site(s) in Halifax, Nova Scotia unless clearly stated otherwise. Discounts offered for early payment **must** be clearly stated. **Pricing shall be in accordance with the evaluation criteria established in section 2.9.**

#### **2.21 Hardware Proposal and Specification**

Proposals **must** specifically list in detail the necessary hardware specifications for all equipment required for the proposed system, if such is not detailed in the Project Scope. Pricing for the hardware and software must be included in the Proposal, as separate components, HRSB reserves the right to purchase equipment from other sources at its sole discretion.

#### **2.22 Proposal Validity**

To enable HRSB to complete its approval processes, Proposals submitted **must** remain valid for a period of not less than one hundred eighty (180) days. Acceptable system solutions **must** be proven and be operating without defect in at least one (1) major customer site to be considered.

#### **2.23 Bidder Debriefing**

HRSB will, at its discretion, arrange a debriefing for the purpose of informing a Bidder why its Proposal

was not selected. Debriefings will be restricted to the Bidder's submission and not the process in general.

## **2.24 Best and Final Offer**

HRSB reserves the right, in its sole discretion, to request short-listed Bidders to enter into a "best and final offer" process. If employed, this process will be conducted under the following terms:

- a) Bidders will be selected from the short-list process to prepare a "best and final offer";
- b) each Bidder will be provided a two (2) week period to confirm assumptions under which their Proposals were developed (i.e. conduct reasonable further due diligence), prepare revisions to their Proposals, and provide more specific and detailed Proposals on particular subjects and topics as may be identified by HRSB;
- c) during this two (2) week period, the Bidders will be requested to develop a work plan, in addition to that work done in Proposal preparation. Bidders may work with HRSB on a real problem (e.g. developing the transition plan to the Bidder's provision of the services). This will provide HRSB another opportunity to test the skills and management fit of the Bidder;
- d) following Bidder presentations of final Proposals, the evaluation and selection of the preferred Bidder will be made. Any modifications to approaches, prices or commitments contained in the original Proposals on the short-list presentations **must** be clearly identified and justified on the basis of new or additional information secured during this process; and
- e) final determination and award to the preferred Vendor shall be at HRSB's sole discretion notwithstanding the "best and final offer" process.

## **3.0 THE CONTRACT**

### **3.1 Binding Effect of Proposal and Contract Finalization**

The Bidder hereby acknowledges that its Proposal constitutes a contract with HRSB, and the terms and conditions of this RFP and the Proposal (with the RFP taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon Bidder until the earlier of:

- a) written notice from HRSB that the Bidder's Proposal is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the Bidder with respect to this RFP, pursuant to Section 3.2(a), and upon such issuance, the Bidder shall be regarded as the Vendor hereunder; or
- c) execution of the Contract by both HRSB and the Bidder pursuant to Section 3.2(b); or
- d) written notice from HRSB that it has entered a Contract with a Vendor and that the Bidder has been unsuccessful under this RFP.

### **3.2 Right to Negotiate**

HRSB may, in its sole discretion:

- a) through the issuance by HRSB of its PO to the Bidder or Bidders, award to a Bidder or Bidders the Contract, based on its Proposal, without further negotiation or documentation; or
- b) award to a Bidder or Bidders the right to negotiate and finalize such further documentation as

HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other Bidders, not award any Contract, or otherwise under Section 5.0.

### **3.3 Contract Documents**

3.3.1 The attached SAMPLE form of contract (Schedule C) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this Tender. It is not to be executed and returned by the bidder as part of it's (proposal or Tender response).

3.3.2 The Contract the Vendor will have with the HRSB, if awarded, will include:

- a) such further documentation as may be negotiated and executed by the HRSB and the Vendor pursuant to Section 3.2(b); and
- b) this RFP and all of its Schedules, including without limitation any PO issued by HRSB to the Vendor, and any revisions, amendments or additional documents made thereto, if any; and
- c) the Proposal, in its entirety and all promises made in the Proposal will be deemed covenants in the Contract and all information, representations and warranties made in the Proposal will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.

For the purposes of evaluation and interpretation of Proposals, in the case of conflicts, discrepancies, errors or omissions between this RFP and any documentation issued or executed pursuant to Section 3.1, and the Proposal, this RFP and such documentation shall take precedence over the Proposal.

### **3.4 Term of the Contract**

Unless otherwise specified in any subsequent documentation, the length of the Contract will be for a 3 year period, commencing on approximately **01, June, 2014** and will be effective until **31, May, 2017** with TWO (2) -ONE (1) year options for renewal after the initial term, exercisable by HRSB in writing, in its discretion (the "**Term**"). Pricing shall remain firm for a 12 month period from the start of the Term and any increases to pricing thereafter must be specified in the Proposal.

### **3.5 Governing Law**

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws rules that may apply therein. Bidder hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

#### 4.0 THE SPECIFIC RESPONSE

The following items should be fully addressed in your Proposal:

**a) Equipment/Services/Support**

Describe in detail all items of equipment (including accessories), service, and support that will be provided.

**b) Warranty**

Give complete information on warranty for each model of equipment proposed (e.g., length of warranty, specific coverage under warranty, servicing on or off site, response and repair times), if applicable.

**c) Training**

Outline type, amount, and schedules of training that will be provided to the HRSB's staff on the daily operation and maintenance of equipment.

All required training shall be without additional cost to the HRSB. Specifically advise in your response if you cannot meet this term.

**d) CSA Approved**

Indicate if equipment is fully CSA approved. If not, please list any regulatory approvals equipment may have.

**e) Bidder Representatives**

Include specifics on qualified Bidder representatives and availability to service the HRSB's account with regards to service information, servicing, maintenance, and product information for equipment.

**f) Implementation and Installation**

Specify lead times required by you to deliver equipment or service. Include any details pertaining to the implementation or installation of the request outlined in the Project Scope. Outline type of assistance that will be provided at the time of installation (e.g., set up, equipment adjustments, testing, etc.). Outline all ongoing training.

**g) Delivery**

For tangible commodities, the HRSB requires that delivery be made DDP to the designated Site(s) in Halifax, Nova Scotia. Specifically advise in your Proposal if you cannot meet this term.

For services, specify the expected date of delivery for service.

**h) Pricing**

Completely describe all prices, which must be net, HST excluded, and DDP destination to the designated Site(s) in Halifax Regional Municipality, school sites and quoted in Canadian dollars. Pricing for all labour rates, travel, equipment, accessories, technical services, and support must be disclosed in the Proposal and if a Contract is awarded, no sums will be paid by the HRSB for any part of the Contract except those disclosed in the Proposal.

Each Proposal should include at least the following price information:

- Labour rates

- Overtime rates
- Travel costs
- Installation costs
- Any additional costs, both one-time and recurring, for which the HRSB will be charged that the Bidder does not include as part of the provided service.
- Itemize and price all items separately
- Pricing to include any applicable duty, freight, insurance and associated costs
- Any increases to any pricing during the Term
- Do not include the HST in pricing quoted
- Value Added Savings

**i) New Equipment**

All equipment proposed should be new. If quoting on reconditioned equipment, please provide alternative pricing along with your Proposal based on new equipment.

**j) Installation**

Fully describe the installation process and the installation services you will provide.

**k) Service**

Service considerations will be of the essence of the Contract; having the right product in the right place at the right time with the right maintenance and support.

Indicate below your firm's provision of the following service levels:

- Response time (Routine vs. Emergency)
- Repair time (average)

Describe methodology of repair. Provide information on service you will provide the HRSB with regards to repairing and maintaining equipment supplied (e.g., on-site repair, depot repair, pickup and delivery, loaner equipment, etc.).

**l) Reports**

Indicate what reports you will make available to the HRSB upon request throughout the Term (e.g., item usage report, monthly/yearly usage report, usage by commodity, usage by the HRSB department/school).

**m) Additional Costs**

Any additional costs should be listed.

**n) Additional Services or Innovative Proposal**

Supply full information (including all pricing) on any additional services or Innovative Proposal associated with this RFP that you are willing to offer to the HRSB. All such services are available throughout the Term and will be ordered and paid for by the HRSB on an "as required" basis. Contractor must supply copies of all HRSB work orders

**o) Detailed List and Literature**

Submit a detailed list of equipment being proposed complete with brochures, user manuals and specifications.

**p) Unique Logistics**

Completely describe how your Proposal will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

**q) Certification**

Include a certificate of good standing from the Nova Scotia Workers' Compensation Board and include an issued or interim Certificate of Recognition (COR) from Nova Scotia Occupational Health and Safety.

**r) Your Contractual Terms**

List separately any contractual terms which must be included as part of the Contract if awarded to you and which would be a condition to HRSB's acceptance of your Proposal.

List separately any contractual terms which you would like the HRSB to consider but which would not be a condition to the acceptance by the HRSB of your Proposal and which would only be part of the Contract with the HRSB with the specific further agreement of the HRSB.

**s) References**

Include a list of references of clients to whom you have supplied similar equipment and services, and or other school boards and public organizations. Please include at least four (4) references, complete with the person to contact, their telephone number, and the type of service or equipment/system provided.

**t) Signature Form**

The final item of your Proposal **must** include the following signature form:

The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not prohibited by any law applicable in Nova Scotia from performing this Contract. The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this RFP and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

---

Company Authorized Signature

---

Date Name and Title (Please Type)

## 5.0 HRSB DISCRETION

The Bidder hereby acknowledges that:

- a) HRSB shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRSB shall have the unrestricted right to:
  - i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or
  - ii) accept a Proposal that is not the lowest price; or
  - iii) reject a Proposal that is the lowest price even if it is the only Proposal received;
- b) HRSB reserves the right to consider, during the evaluation of Proposals:
  - i) information provided in the Proposal itself;
  - ii) information received in response to enquiries of credit and industry references set out in the Proposal;
  - iii) the manner in which the Bidder provides services to others;
  - iv) the experience and qualification of the Bidder;
  - v) the compliance of the Bidder to HRSB's requirements and specifications;
  - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,
  - vii) splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one Bidder;
  - viii) rejecting Bidder's recommendation of an appraiser, Subcontractor or any other third party associated with the Proposal and jointly along with the Bidder, determine alternate acceptable third parties;
  - ix) the Bidder's Innovative Proposal, if any; and
  - x) any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Proposal, the Bidder acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and
- d) HRSB shall not at any time have any obligation to deal exclusively with the Bidder. HRSB expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject matter hereof, from any person whomsoever and at any time.



## **6.0 LIMITATION OF LIABILITY**

Bidder, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

## **7.0 BID REJECTION**

The HRSB shall not accept any bids to this Tender from any Contractor that has existing or pending litigation proceedings against the HRSB, its employees, or agents or from any other Contractor that has an ongoing dispute regarding a past or existing contract, bid or tender with the HRSB, its employees or agents

## SCHEDULE "A" SCOPE OF WORK

Software has evolved to such a complex state, that reliable service and support must be assured not only for the technical applications of the product, but also for directional possibilities within the settings that are unique to our Board, particularly when it involves a Board wide initiative.

Assistive Technology, HRSB, is seeking a Full Service Provider for products used by Assistive Technology within Halifax Regional School Board.

When vendors are not fully aware of how a school board distributes its programming, and thus the possibilities within, confusing conversations regarding product type and installation ensue. When incorrect information is passed along, costly errors and endless paperwork occur. Establishing complete confidence and reliability in a vendor involves years of ongoing conversations, visits and the unique ability to listen to what the customer actually wants.

In our endeavour to move forward in supporting the students in Halifax Regional School Board, Assistive Technology, HRSB, requires:

1. Timely supply and support of the following product lines:
  - Intellitools
  - Kurzweil 3000 English
  - Kurzweil 3000 French
  - Don Johnston
  - Mayer Johnson
  - AMDI
  - Widgit
  - Madentec
  - Inclusive
  - Ablenet
  - Adaptavation
  - Attainment
  - Softtouch
  - Crick
  - Assistive Technology Inc.
  - Applied Human Factor
  - Quillsoft
  - Nectar Foundations
  - Ginger Software
2. personal visits to demonstrate updates (as requested/or appropriate)
3. teleconference on request, regarding technical install details prior to purchase
4. demonstration of leadership in communication regarding software installation with HRSB technical support
5. expansive knowledge of the software and hardware applications used by HRSB, Assistive Technology
6. timely inventory availability
7. reliable, efficient and effective communication regarding complicated technological procedures for setting up and administering Board wide initiatives
8. timely response to phone calls and emails regarding details of software function and install
9. complementary large group training sessions with HRSB teachers when vendor is in town
10. multiple staff/product expertise to create seamless, immediate support

This full service vendor, must engage in depth, knowledgeable conversations in relation to all of our software and hardware, and its applications. Vendors may be required to make a one hour presentation.

Please submit resumes and backgrounds of your support staff.

**The successful contractors will be required to sign a service agreement similar to that proposed in this tender, under Schedule C.**

**Contractor must include their material mark up rates, as well any invoice admin costs.**

Manufacturer's names, makes, brands, or models used to describe any item or component is meant to be descriptive, not restrictive. It is intended only that such description be used to indicate the character, quality, or measured properties of the specified item or component.

Alternative quotations of equal quality may be considered if supported by sufficient descriptive literature and specifications.

Equipment, unless otherwise indicated, furnished free for evaluation purposes.

Warranty provisions to be indicated, if applicable.

Products shall conform to standards legislated federally and provincially.

## **Technical Contact Information:**

Sean Murphy, Facilitator, Programs and Student Services for any questions related to the scope of work requirements.

Phone: 902 464-2000, Ext. 4407

Fax: 902 464-2013

Email: [smurphy@hrsb.ns.ca](mailto:smurphy@hrsb.ns.ca)

## **Contract Contact Information:**

Kathryn Burlton, Manager of Accounting & Purchasing

Phone: 902 464-2000, Ext. 2843

Fax: 902 464-0161

Email: [kburlton@hrsb.ca](mailto:kburlton@hrsb.ca)

All formal requests must be submitted in writing, via fax, email to the Purchasing Manager for consideration.

## SCHEDULE "B" RISK MANAGEMENT AND SAFETY

### A. INDEMNIFICATION AND INSURANCE

#### 1. Indemnity and Waiver:

Vendor shall be liable to HRSB for and shall indemnify and save harmless HRSB from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRSB that arise out of, result from, are based upon or are in any way connected with this Contract, including without limitation:

- (a) those resulting from any act or omission on the part of Vendor or its employees, agents and subcontractors;
- (b) those resulting from any action, suit or proceeding brought by any third party;
- (c) those brought in respect of personal injury (including injury resulting in death) or damage or destruction of tangible or intangible property, including HRSB's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Vendor, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in this Contract or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Contract;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trade mark, copyright, trade secret or other intellectual property right, including breach of obligations of confidentiality; and
- (i) any other claims, expenses, costs, and losses suffered, incurred or sustained by HRSB.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with this Contract and by whomsoever made, regardless of whether it was caused by the negligence of Vendor or otherwise. Vendor shall make no claim or demand against HRSB for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Vendor or any other person which arises out of, or is connected, with this Contract or anything done or not done as required hereunder, or any other errors or omissions of Vendor, and hereby waives as against HRSB all such claims and demands.

The foregoing indemnity and waiver given by Vendor shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be upon Vendor. HRSB shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings, specifications, supplies, equipment, procedures or services of Vendor.

For the purposes of this Section, any reference to "HRSB" shall include HRSB, together with the employees, directors, officers, superintendents, trustees, representatives and agents of HRSB; and any reference to "Vendor" shall include Vendor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

## 2. Insurance:

Vendor shall, at its own expense, obtain and maintain during the term of this Contract, in a form and with an insurance company satisfactory to HRSB, policies of:

- (a) Commercial General Liability insurance with a limit of not less than Two Million Dollars (\$2,000,000) for any one loss or occurrence and in the aggregate with respect to bodily injury, personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement:
    - (i) include HRSB, its officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Vendor under this Contract;
    - (ii) provide that, in relation to the interests of each additional insured, the Insurance shall not be invalidated by an action or inaction any other person other than the respective additional insured;
    - (iii) include a "cross liability" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
    - (iv) extend to cover blanket contractual liability, including the insurable liabilities assumed by Vendor under this Contract;
    - (v) extend to cover products and completed operations; such products and completed operations coverage, whether by specific policy endorsement respecting the services or by renewal of any annual practice policy, shall be kept in force during the supply of services and for a further period of 24 months following completion of supply of the services;
    - (vi) extend to cover non-owned auto liability coverage; and
    - (vii) not exclude any existing property of HRSB, but shall treat same as "third party property".
  - (b) Employer's Liability Coverage which shall not be less than \$5,000,000 for each employee where Workers' Compensation coverage does not exist or the profession/trade has been indicated to be exempted from Workers' Compensation coverage.
  - (c) Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Vendor and used in connection with this Contract; and
  - (d) Property "All Risks" insurance covering Vendor's owned property, including Vendor's equipment, where applicable, and property of others in the care, custody, or control of Vendor or for which the Vendor has assumed liability, all including while in transit or storage, on a replacement cost basis. With respect to any property of HRSB, such policy shall contain a loss payee clause in favour of HRSB;
- (collectively, the "Insurance").

Vendor shall ensure that the above Insurance policies:

- (a) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- (b) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and

- (c) take the form of an occurrence basis policy and not a claims-made policy.

Vendor shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the HRSB to terminate the contract or at the HRSB's option, to supply such insurance and charge the cost to vendor. The HRSB may require vendor to have the HRSB added as an insured party to the insurance policy and/or require vendor to furnish a certified copy of the policy for such insurance.

Vendor shall not make or cause to be made any modification, or alteration to the Insurance, nor do or leave anything undone, which may invalidate the Insurance coverage. Vendor shall be responsible for any deductible and excluded loss under the Insurance.

Vendor shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

Vendor agrees that the insurance coverage required to be maintained by it under the provisions of this Contract shall in no manner limit or restrict its liabilities under this Contract. HRSB reserves the right to maintain the insurance in good standing at Vendor's expense and to require Vendor to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

## **B. COMPLIANCE WITH LEGISLATION AND REGULATIONS**

### **1. Compliance**

Vendor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Vendor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Vendor to provide its goods and services and otherwise perform its obligations under the Contract.

### **2. Labour Code**

Vendor shall comply with all applicable provisions of the *Labour Code* (Nova Scotia) and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

### **3. Workers' Compensation Legislation**

Vendor shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

- (a) if any employees perform or assist in the performance of this Contract, the Vendor shall submit, at any time requested by the HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that Vendor has an account in good standing with the Worker's Compensation Board;
- (b) the Vendor will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Contract; and (c) the Vendor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRSB under the Contract.

### **4. Canada Safety Council and Associated Standards**

All electrical, electronic and gas-fired equipment must bear the required approval markings, being

C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals must also be obtained. It shall be the responsibility of the Vendor to obtain all applicable approvals, at its own expense.

**5. Nova Scotia Occupational Health and Safety Legislation**

Vendor shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and it's amendments thereto.

**C. SAFETY REQUIREMENTS**

**1. Safety Responsibility**

Vendor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRSB's operations. Vendor shall provide to its agents, employees and subcontractors, at its own expense, any and all safety gear required to protect against injuries during the performance of the services and shall ensure that its agents, employees and subcontractors are knowledgeable of and utilize safe practices in the provision of the services, such practices to be at least as stringent as those set out in HRSB's safety standards provided to Vendor from time to time.

**2. Project Site Protection and Safety**

The Vendor shall protect the HRSB's property, staff and students, the Vendor's staff and the public, from damage or injury by providing adequate precautions to make the work site a safe environment at all times. In addition to complying with any safety standards provided to the Vendor by HRSB, the Vendor shall:

- (a) provide all guards and fences and other safety equipment;
- (b) respond to reports of hazards by HRSB;
- (c) do the following when work generating vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRSB property, staff, students or operations.
  - (i) coordinate with HRSB representatives;
  - (ii) schedule and coordinate hours of work with HRSB input; and
  - (iii) stop operations generating vibration, noise or safety concerns when instructed by HRSB.

**3. Hazardous Materials**

The Vendor shall:

- (a) develop and implement a written "Hazardous Materials Information" document to ensure that all persons at the work site are made aware of the existence of any hazardous materials such as asbestos, lead-based products, and PCB's;

**D. VENDOR EVALUATION**

**1. Audit**

The HRSB reserves the right to audit Vendors and their subcontractor's health and safety performances during the term of the Contract and upon its conclusion.

## **2. Evaluation**

The HRSB reserves the right to evaluate the performance of the Vendor and such evaluation will be based upon accident/injury data and adherence to this Schedule "B", the HRSB health and safety policies, applicable legislation, and periodic inspections and reports from HRSB employees. Information collected as part of such evaluations may be used for future reference.

## **E. HRSB REMEDIES FOR VENDOR NON-COMPLIANCE**

### **1. Emergency Work Stoppage**

The HRSB has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The Vendor hereby agrees that no claim for loss of time or materials may be made with respect to such stoppage unless the claim for the time and materials and their value are certified in writing by the HRSB as allowable.

### **2. Termination for Non-Compliance**

HRSB may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Vendor or any subcontractor of the Vendor, as constituting a material breach of this Contract. In addition, the HRSB reserves the right to stop the work of the Vendor in the event of Vendor's non-compliance with applicable legislation or good industry practice. Such work stoppages shall not postpone any agreed to completion dates and any additional cost resulting from such work stoppages shall be borne by the Vendor. Work shall not resume until the Vendor rectifies the reason for non-compliance, to HRSB's satisfaction.

### **3. Non-Exclusive Remedies**

Vendor acknowledges and agrees that the foregoing remedies available to HRSB are non-exclusive to, and may be exercised in conjunction with, any other rights or remedies available to HRSB, under the Contract, at law or in equity, in the event of threatened or actual breach of this Contract, including injunctive relief.



**SCHEDULE "C"**

**SAMPLE FORM OF CONTRACT – DO NOT COMPLETE**

THIS AGREEMENT made the                    day of                    A.D. 2014.

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD  
(the "Board")

OF THE FIRST PART

- and -

(the "Contractor")

OF THE SECOND PART

**RECITALS**

WHEREAS the HRSB has analyzed its needs and requirements for

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

AND WHEREAS the HRSB submitted the "RFP or Tender" to a number of companies capable of providing.

AND WHEREAS XXXXXX provided a detailed response to the RFP or Tender # XXXX (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS XXXXXX 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 SERVICES**

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, Schedule A – Functional Requirements, and Schedule B, Technical Requirements, of Request for Proposal (RFP) or Tender XXXX, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Schedule “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 XX day of MONTH and shall continue until the xx day of MONTH, 20XX 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 will be submitted by the Contractor to the Board, Attention: Accounts Payable, on a monthly basis.
- 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 All 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.

## **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 Board shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the 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 \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 Such insurance shall include blanket contractual liability.
- 10.2 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.

- 10.3 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 of this contract.

## **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 the 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 ninety (90) 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**

- 15.0 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.
- 15.1 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**

- 17.0 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:

To the Contractor at:

- 17.1 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.
- 17.2 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**

18.0 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.

<p><b>PROPONENT'S NAME</b></p>  <hr/> <p>Signing Authority Name</p> <hr/> <p>Date</p> <hr/> <p>Witness</p>
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<p><b>HALIFAX REGIONAL SCHOOL BOARD</b></p>  <hr/> <p>Kathryn Burlton, Manager of Accounting &amp; Purchasing</p> <hr/> <p>Date</p> <hr/> <p>Witness</p>
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## APPENDIX A

### Supplementary Company Specific Information:

1. What is Kurzweil WL?
2. How are the licenses managed?
3. How does a school board manage the licenses for each school, having purchased individual and varying numbers of licenses?
4. Describe your experience in support of Kurzweil 3000 in schools.
5. What were the specific challenges?
6. Given continuous development of AT products how has your company provided professional development for AT software in the past and what could your company provide to HRSB in terms of professional development?
7. How many days of professional development for AT products, are contracted for 2014/2015?
8. What are the targeted products, and designated audiences, for that contracted 2014/2015 professional development?
9. Do you have P-12 educators on your team? If so, what role do they play?
10. In the event of product malfunction, what services does your company provide?
11. Describe your company's support procedure for technical assistance.
12. What supports/lessons/program development has your company created to support Learning Disabled students?
13. Give an example of how your company has supported individual students.
14. Indicate how your company is involved with "best practice research".
15. Indicate how your company is prepared to support AT Specialists.
16. Describe your priorities as they relate to Assistive Technology in the last five years.

### Contract Expectations

1. Hands on training
2. Loan library
3. Web "member" teacher resources
4. Organize and develop an annual conference
5. Key Contacts for particular products

**APPENDIX B**

***Halifax Regional School Board***

**PROPONENT INFORMATION FORM**

FIRM \_\_\_\_\_

\_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

NAME OF PERSON SIGNING FOR FIRM \_\_\_\_\_

POSITION OF PERSON SIGNING FOR FIRM \_\_\_\_\_