



Purchasing Division

***TENDER #3745
ICE SALT SAND & SHOVELS***

Addendum #1

**June 23rd, 2015
10:31 A.M.**

To: Bidders

From: Deborah Beck, Buyer

Pages: 1

phone: 464-2000 (ext. 2011)

The bid documents shall be amended and new drawings and clauses added, and shall become part of the contract documents:

See Page 21 of 21 of Tender Documents (Order Form):

The first item listed on the order form should read “10kg bag of Ice Salt”

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470



Halifax Regional
School Board

TENDER

#3745

ICE SALT SAND & SHOVELS

Closing Date: **TUESDAY, JUNE 30TH, 2015**
Closing Time: **2:00:00 P.M.**
Opening Time: **2:00:00 P.M.**

Closing Location:

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

HRSB Contacts:

Deborah Beck, Buyer
Tel: (902) 464-2000 #2011
Fax: (902) 464-0161

Project Location:

Various Schools/Offices

To download document in .pdf format go the School Board's Website: www.hrsb.ns.ca
Search on "Tenders" and choose "Tender Listings".

The Halifax Regional School Board encourages equity and affirmative action programs.

Halifax Regional School Board

TENDER #3745
ICE SALT/SAND AND SHOVELS
CLOSING TUESDAY, JUNE 30, 2015 2:00 P.M.

OBJECTIVE:

The Halifax Regional School Board maintains 137 schools and offices throughout Halifax Regional Municipality. It is the Board's intention to enter into a contract with one company for all products or to one company for salt/sand and another company for all shovels, at the discretion of the Board, based on the total price for the basket of products provided. **The Board does not guarantee the purchase of any minimum quantities over the term of the proposed contract and items must be shipped to individual schools/offices as required.** HRSB spent \$74,000 between May 2011 and April 2015 to purchase ice salt/sand and shovels.

1. Tenders MUST be properly sealed and marked “#3745 ICE SALT/SAND AND SHOVELS” on the outside of the envelope. Tenders MUST be received at the Halifax Regional School Board, 33 Spectacle Lake Drive, Dartmouth NS, B3B 1X7 by **2:00:00 p.m. TUESDAY, JUNE 30, 2015**. It is the responsibility of bidders to ensure tenders are received by the Board on time. Late bids WILL NOT be accepted. Bids will be opened immediately following tender closing. The tender opening is intended to publicly record receipt of bids.
2. Faxed bids WILL NOT be accepted.
3. The term of this Standing Offer will be three (3) years with two (2) one (1) year options for renewal at the discretion of the Board.
4. Pricing MUST be shown by “UNIT” as indicated on the bid form. The attached bid form MUST be completed and returned. An electronic copy of the form is available by emailing: Deborah Beck, Buyer dbeck@hrsb.ca.
5. The successful proponent MUST guarantee adequate supply of goods as **BACK ORDERS ARE NOT ACCEPTED**. Inadequate supply of goods will result in cancellation of the contract by the Board. HRSB requires a **maximum 72 hour delivery time to individual destinations from the time vendors receive purchase orders**.
6. Invoices must be mailed to Marie Fagan, Coordinator of Operations – Custodial, 33 Spectacle Lake Drive, Dartmouth NS B3B 1X7. HST MUST NOT be included in bid price but will be charged on each invoice. Vendor's HST number MUST appear on each invoice.
7. The Halifax Regional School Board pays invoices thirty (30) days after receipt.

8. The Halifax Regional School Board encourages the promotion of business with suppliers who have put in place employment equity and affirmative action programs and practices in accordance with federal and provincial legislation and guidelines.
9. Inquiries MUST be directed to Deborah Beck, Buyer at 464-2000, Ext. 2011.
10. The Halifax Regional School Board reserves the right to reject any tender in its sole and absolute discretion for any reason whatsoever. The Halifax Regional School Board reserves the right to reject all tenders if none are considered satisfactory in the Halifax Regional School Board's sole and absolute discretion and, in that event, at its option, to call for additional tenders.

Without limiting the generality of any other provision herein, the Halifax Regional School Board reserves the right to reject any tender:

- a) that contains any irregularity, informality, condition or qualifications;
- b) that is not accompanied by any required bid security documents;
- c) is not properly signed by or on behalf of the proponent;
- d) that contains an alteration in a quote price that is not initialed by or on behalf of the proponent;
- e) that is incomplete or ambiguous or;
- f) that does not strictly comply with other requirements contained in these instructions.

The Halifax Regional School Board shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality, or non-conformance with these instructions in any tender received by the Halifax Regional School Board.

No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the Board or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.

11. Bids shall be evaluated on unit price X number of units purchased over the last budget year and the ability of a vendor to provide timely delivery. After determination of the lowest responsible bidder(s), consideration will be given to alternatives and tender price adjustments if applicable.
12. Products MUST meet the specifications as outlined on the specification sheet.
13. The Bidder's Information Sheet MUST be signed by an authorized signing authority.
14. **Delivery charges MUST be indicated on the HRSB Bid Form. Minimum order product quantities are indicated on the HRSB Bid Form.**
15. The successful supplier may be asked to provide a usage report to the Board upon request which includes total units purchased for each product number.

VENDOR INFORMATION FORM

**TENDER #3745
ICE SALT/SAND AND SHOVELS**

**THREE (3) YEAR TERM WITH TWO (2) ONE (1)
YEAR OPTIONS FOR RENEWAL AT THE
DISCRETION OF THE BOARD**

FIRM _____

ADDRESS _____

E-MAIL ADDRESS _____

POSTAL CODE _____ PHONE _____ FAX _____

NAME OF PERSON SIGNING FOR FIRM _____

POSITION OF PERSON SIGNING FOR FIRM _____

I/WE, the undersigned, having carefully examined the 3745 ICE SALT/SAND AND SHOVELS tender documents, and having read, understood, and accepted the Conditions of the tender which form part of 3745 ICE SALT/SAND AND SHOVELS documents, hereby offer to supply ICE SALT/SAND AND SHOVELS related items in strict accordance with the 3745 ICE SALT/SAND AND SHOVELS documents, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing, and may be sent by prepaid post, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of mailing of such notification.

SIGNED AT _____ IN THE COUNTY OF
_____ THIS ____ DAY OF _____, 2015.

AUTHORIZED SIGNATURE

REFERENCES:

REFERENCE CONTACT NAME	PHONE NUMBER	ITEMS PURCHASED
_____	_____	_____
_____	_____	_____
_____	_____	_____

SUGGESTIONS THAT MAY SAVE THE BOARD MONEY:

PERCENTAGE ABOVE VENDOR COST TO BE APPLIED FOR
PRODUCTS NOT INCLUDED ON THE PRODUCT LIST _____ %

SAMPLE

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the *XX day of MONTH A.D. 2015.*

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD

(the "Board")

OF THE FIRST PART

- and -

CONTRACTOR'S NAME

(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for ***ICE SALT/SAND AND SHOVELS;***

AND WHEREAS based on the HRSB's analysis, the HRSB prepared a detailed request for proposals setting out their needs and requirements in TENDER #3745, a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto;

AND WHEREAS the HRSB advertised TENDER #3745 to a number of companies capable of providing ***ICE SALT/SAND AND SHOVELS;***

AND WHEREAS **CONTRACTOR'S NAME** provided a detailed response to TENDER #3745 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto;

AND WHEREAS **CONTRACTOR'S NAME** 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 TENDER #3745, 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 **15th DAY OF OCTOBER 2015 TO 14TH DAY OF OCTOBER 2018 with two (2) one (1) year options for renewal at the discretion of the Board.**

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: ***Marie Fagan, Coordinator of Operations – Custodial, Halifax Regional School Board.***
- 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

- 4.0 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 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 **(FOR CONSULTANTS ONLY)**
- 10.2 Where applicable, 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 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 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

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:

***Kathryn Burlton, Manager of Accounting & Purchasing
Halifax Regional School Board
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7***

To the Contractor at:

18.1 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.

18.2 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.

CONTRACTOR	
_____	_____
Name	Date

Witness	

HALIFAX REGIONAL SCHOOL BOARD	

Marie Fagan	
Operations Services Co-ordinator - Custodial	

	Date

Kathryn Burlton, Manager of Accounting & Purchasing	

SCHEDULE A

HRSB TENDER DOCUMENT

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

SCHEDULE B

CONTRACTOR'S BID RESPONSE TO TENDER

(ON FILE BY TENDER NUMBER AT HRSB PURCHASING DIVISION)

HALIFAX REGIONAL SCHOOL BOARD

ICE SALT/SAND & SHOVELS TENDER #3745

THE BOARD DOES NOT GUARANTEE PURCHASE OF ANY QUANTITIES - ESTIMATED USAGE IS FOR INFORMATION ONLY

TERM OF STANDING OFFER: OCT 15/15 - OCT 14/18 WITH TWO (ONE) YEAR OPTIONS TO RENEW

ORDERS FOR SAND AND/OR SALT MUST BE A MINIMUM \$100 OR MORE

	<u>Product - Description</u>	<u>U/M</u>	<u>ESTIMATED USAGE</u>			<u>UNIT Price</u>
			2012/2013	2013/2014	2014/2015	
1	10 KG BAGS OF TRACTION SAND (MINIMUM OF 5 BAGS PER ORDER)	10 KG BAG		700	2545	\$
2	18 KG BAGS OF TRACTION SAND (MINIMUM OF 5 BAGS PER ORDER)	18 KG BAG				\$
3	20 KG BAGS OF ICE SALT (MINIMUM OF 10 BAGS PER ORDER)	20 KG BAG	1100	700	670	\$
4	PALLET (56) OF 20 KG BAGS OF ICE SALT	PALLET				\$

ORDERS FOR SHOVELS MUST BE A MINIMUM OF \$75 OR MORE

	<u>Product - Description</u>	<u>U/M</u>	<u>ESTIMATED USAGE</u>			<u>UNIT Price</u>
			2012/2013	2013/2014	2014/2015	
4	NPSS18 GARANT SLEIGH SHOVEL	EACH			20	\$
5	NP139KD GARANT SNOW SHOVEL (D HANDLE)	EACH			20	\$
6	NPP21KD GARANT SNOW PUSHER (D HANDLE)	EACH			20	\$
7	YFSW9 GARANT ICE SCAPER	EACH			20	\$
8	NA11OLS GARANT ALUMINUM BLADE SNOW SHOVEL (LONG HANDLE)	EACH			20	\$

DO NOT INCLUDE HST IN BID

THE RIGHT TO AWARD ALL PRODUCTS TO ONE COMPANY OR TO AWARD THE SALT/SAND TO ONE COMPANY AND ALL SHOVELS TO ONE OTHER COMPANY WILL BE AT THE DISCRETION OF THE HALIFAX REGIONAL SCHOOL BOARD

IF ALL PRODUCTS ARE AWARDED TO ONE COMPANY THE \$100 MINIMUM WILL INCLUDE SAND SALT AND SHOVELS

INDICATE DELIVERY CHARGE FOR SCHOOLS WITHIN 41 KM OF MCKAY BRIDGE
 INDICATE DELIVERY CHARGE FOR SCHOOLS OVER 41 KM FROM MCKAY BRIDGE

\$
\$

THERE ARE 12 SCHOOLS MORE THAN 41 KM FROM THE MACKAY BRIDGE:

Duncan MacMillan High
 Dutch Settlement
 East St. Margaret's Elem
 Eastern Consolidated
 Eastern Shore District High
 Lakefront Consolidated

Musquodoboit Rural High
 Musquodoboit Valley Ed Ctr
 Oyster Pond
 Shatford Memorial
 Sheet Harbour Consolidated
 Upper Musquodoboit