



**Halifax Regional  
School Board**

**Request for Proposals  
#3859**

## **AFTER HOURS SECURITY & MAINTENANCE SERVICE**

Closing Date: **THURSDAY, SEPTEMBER 1ST, 2016**  
Closing Time: **2:00:00 P.M.**  
Opening Time: **2:00:00 P.M.**

**Closing Location:**

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

**HRSB Contacts:**

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**Project Location:**

Index of Schools & Offices Attached

***A mandatory proponents' meeting has been scheduled for Tuesday  
August 23<sup>rd</sup>, 2016 at 10:00 a.m. at 33 Spectacle Lake Drive, Dartmouth***

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

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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 48,000 students from early childhood education through to Grade 12. The organization employs over 6,000 full time and temporary staff with programs operating from 137 schools and buildings. The annual operating budget for the HRSB is approximately \$445,000,000.

### 1.2 Purpose of this Request for Proposal

The Halifax Regional School Board is seeking proposals from interested, qualified vendors for provision of personnel, equipment and services to act as first responders to intrusion, fire and maintenance alarms and/or secondary support responders for police and fire services at all HRSB buildings after hours – P3 schools will not be included in this contract.

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 Bidders to submit Proposals based on the following:

- Provision of personnel, equipment and services to act as first responders to intrusion, fire and maintenance alarms and/or secondary support responders for police and fire services at all HRSB buildings after hours.

The scope of work may also include assigned security services on an as need basis at selected schools to support implementation of capital projects, maintenance or HRSB meetings and events as determined by HRSB.

The scope of work **excludes** any P3 school within the HRSB and does not include security services for permanent postings at schools (e.g. CHDHS) or as required for school administration purposes i.e. dances and other school events.

Bidders are requested to provide a Proposal that will meet the 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.

<u>Step</u>	<u>Date</u>
Release of RFP	<b>17-Aug-16</b>
Close Date	<b>1-Sept-16</b>
Determine Short List of Bidders	<b>To be Determined</b>
Site Visits / Presentation – If required	<b>To be determined</b>
Select Preferred Bidder(s)	<b>To be determined</b>
Final Contract Award*	<b>To be determined</b>
Commencement of Obligations	<b>1-Oct-16</b>

\*Should HRSB enter into negotiations with a preferred Bidder or Bidders 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 Bidders who submitted acceptable Proposals or to not award a Contract to any Bidder. 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

This Section describes:

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

Bidders 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:

<b>“Must”, “Mandatory”, “Shall”</b>	A requirement that must be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
<b>“Should”, “Desirable”</b>	A requirement having a significant degree of importance to the objectives of this RFP; and
<b>“Optional”</b>	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>“Bidder/Proponent”</b>	A person, firm or company submitting a Proposal in response to the RFP.
<b>“Bidding Period”</b>	The period of time between the issuance of this RFP and the Close Date.
<b>“Close Date”</b>	The date and time by which a Bidder must submit its Proposal to HRSB, as specified in Section 1.5.
<b>“Contract”</b>	The agreement(s) that form the contractual relationship between the Vendor and HRSB, or to be executed by the Vendor and HRSB, as specified in Section 3.3.
<b>"DDP"</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>“Innovative Proposal”</b>	A Bidder’s suggested new and innovative processes it considers to be beneficial to HRSB.
<b>“PO”</b>	A purchase order issued by HRSB to the successful Bidder.
<b>“Project Scope”</b>	The specific items, equipment, work or services requested by HRSB under this RFP as set forth in Schedule A – “Project Scope”.
<b>“Sites”</b>	All HRSB lands or premises where the services will be performed. Sites may be specified within the RFP and/or the Contract.
<b>“Subcontractor”</b>	A person, firm or corporation having a contract with the Bidder to supply equipment or systems or perform services under a Contract.
<b>“Vendor”</b>	The successful Bidder who is awarded by HRSB a Contract or the right to enter final negotiations with HRSB to enter a Contract, pursuant to Section 3.2.

### 2.3 The General Response

You are responsible for providing complete and accurate information pertaining to the areas described in Schedule “A”, page 17 “Scope of Work” and, if applicable, the Innovative Proposal.

Your Proposal must address each area of responsibility or any additional responsibilities you deem appropriate in order to provide after hours security service to HRSB.

### 2.4 The Innovative Proposal

Bidders are encouraged to supply Innovative Proposals. The Innovative Proposal **must** be an **entirely separate** 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 FOIPOP

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* (“**FOIPOP**”). 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 FOIPOP. 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 TWO ENVELOPE Proposal Submission Requirements:

### TECHNICAL SERVICES SUBMISSION

**Submit five (5) hard copies of the Technical Submission and one (1) electronic copy.** Hard copies **must** be inserted in a sealed envelope (or package if the size prohibits the use of an envelope). The Technical Submission envelope (package) **must NOT** contain any reference to the fees being offered. The Technical Submission **must** be type written, complete and contain an authorized Signature as per the enclosed Schedule “C” – Contractor Information Form. Technical Submissions should be bound, pages to be numbered, and the total number of pages not to exceed thirty (30) pages single sided; not including title, index pages and Contractor Information Forms. The identification label on the outside of the envelope (package) must clearly identify the name of the Proponent and be clearly marked:

TECHNICAL SUBMISSION - TENDER #3859 AFTER HOURS SECURITY & MAINTENANCE

## FEES SUBMISSION

**Submit five (5) hard copies of the proposed Fee Submission in a separate sealed envelope.**

The identification label on the outside of the envelope (package) must clearly identify the name of the Proponent and be clearly marked:

FEES SUBMISSION - TENDER #3859 AFTER HOURS SECURITY & MAINTENANCE

Proposals must be signed by an authorized representative of the firm. Incomplete proposals will be rejected.

Both the Technical Services and Fees envelopes **must** be submitted to the following address:

HALIFAX REGIONAL SCHOOL BOARD  
33 Spectacle Lake Drive, Dartmouth, NS, B3B 1X7  
Attention: Jennifer King, Buyer  
Phone : (902) 464-2000 Ext. 2223  
Fax: (902) 464-0161

The HRSB will not accept Proposals via facsimile or electronically via email. The Proposal must be type written and complete. Proposals not sent to the foregoing address will not be considered. It is the responsibility of the Proponent to ensure their submissions are received on 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.

A separate envelope system (one for Technical & one for Fees) must be used for any Alternate (Innovative) Proposals submitted (see 2.4) which must be marked:

ALTERNATE PROPOSAL – TENDER #3859 AFTER HOURS SECURITY & MAINTENANCE

### 2.8 Bid Security:

The proponent **MUST** provide with the submitted RFP document **Bid Security** in the amount of **ten percent (10%) of the contract price for the first year** (before HST) in the form of a Certified Cheque, Irrevocable Standby Letter of Credit or Bid Bond payable to, or naming the Halifax Regional School Board.

**BID BONDS *must be provided by a surety company licensed to issue surety bonds in the Province of Nova Scotia:***

- Provide bond on the standard CCDC Bid Bond Form, latest version, in the amount of not less than **ten percent (10%) of the Contract Price (before HST)**.
- Bid Bonds, submitted by proponents, signed and sealed by the principal (Contractor) and Surety and shall be with an established Surety Company satisfactory to and approved by the Halifax Regional School Board.
- Where a Bid Bond is used as Bid Security, include the cost of providing the Bid Bond in the Tender Contract price.

Where **CERTIFIED CHEQUE or BANK DRAFT** is provided as bid security:

- Provide a certified cheque or bank draft, endorsed in the name of the Halifax Regional

School Board, for a sum not less than ten percent (10%) of the amount of the Contract Price (before HST).

- Where certified cheque or bank draft is used as Bid Security, include the cost in the Contract price.

Where the **IRREVOCABLE STANDBY LETTER OF CREDIT** is used as bid security:

- Provide an Irrevocable Standby Letter, endorsed in the name of the Halifax Regional School Board, for a sum not less than **ten percent (10%) of the Contract Price (before HST)**.
- The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Custom and Practices for Documentary Credit (1993 revision or latest revision) International Chamber of Commerce (Publication No. 500).
- Where Irrevocable Standby Letter of Credit is used as bid security, include the cost in the Tender Contract Price.

#### **RETURN OF BID SECURITY:**

- The bid security of both successful and unsuccessful proponents will be returned to them after a contract has been signed, or previous to such time, at the discretion of the Halifax Regional School Board. The above shall apply provided a contract is awarded within sixty (60) days from the closing date of the bid. If no contract is awarded, all bid security will be returned.

## **2.9 Communications during Bidding Period**

Questions, clarification or information related to a discrepancy or conflict within the RFP process/document or the Project Scope **must** be directed exclusively to the Buyer specified above, no less than **5 (five)** working days before the RFP closing date 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 for review.

If HRSB considers that correction, explanation or interpretation is necessary, a reply will be in the form of an addendum, sent to all proponents by email or fax and it is the responsibility of the Proponent to ensure all addenda are received and acknowledged. Addenda must be issued by the Board no less than **three (3)** business days before tender closing. Addenda cover letters shall be signed and attached to the tender documents.

## **2.10 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 fourth 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 Proponent. At a minimum, the selection (if any) of Proposals will be based on the following criteria (not necessary equally weighted):

Experience & Qualifications of Contractor	20 %
Experience level of Security/Maintenance Personnel	20 %
Rates: Base contract & fees for work outside contract	20 %
Response Times & Service Description	20 %
References	10 %
Experience in School Board environment/Value Added	10 %

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

The opening of Proposals will be closed to the public.

#### **2.11 Revisions & Addenda**

Should HRSB determine in its sole discretion to revise any part of this RFP prior to the Closing Date, the revisions will be provided in writing by form of an addendum to all Proponents. Addenda must be issued by the Board no less than **three (3)** business days before closing. HRSB may also, in its sole discretion, extend the Closing 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 by form of an addendum. It is the sole responsibility of the Proponent, prior to the Closing Date, to ensure they have received all Addenda pertaining to the RFP. Addenda cover letters shall be signed and attached to the tender documents.

#### **2.12 Withdrawal or amendment of submitted proposals**

Any Proposal which has been submitted may be withdrawn prior to the scheduled closing time. A request to withdraw a Proposal must be in writing on the letterhead of the Proponent in a sealed envelope, clearly marked, and be received by the Board prior to the closing time. Changes will not be accepted by facsimile or email.

No amendment, or modification to a Proposal shall be accepted after the closing time. If a change to a Proposal that has been submitted is desired, the submitted Proposal must be withdrawn and the replacement Proposal submitted prior to the closing time.

#### **2.13 Extensions Requested by Proponent**

Extensions to the Closing Date will only be considered if requested by a Proponent no less than three (3) business days prior to the Closing Date. If the request is approved it will be granted to all Proponents as a result of such request.

#### **2.14 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.

## **2.15 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.

## **2.16 Release of Bidder Information**

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

## **2.17 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.

## **2.18 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.

## **2.19 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.

## **2.20 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 2.19 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.

## **2.21 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.

## **2.22 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.

## **2.23 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.

## **2.24 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.

## **2.25 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.

## **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 form of contract (Schedule D) 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 its (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 5 year period, commencing on **October 1st 2016**, and will be effective until September 30<sup>th</sup>, 2021 with one (1) - five (5) year option 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 using schedules where appropriate, all items of equipment (including accessories), service, and support that will be provided. (**See Schedule A – Scope of work**)

### b) **Warranty**

If applicable, 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).

**c) Training**

If applicable, 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**

If applicable, 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**

If applicable, 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.

**Please refer to Schedule A – Scope of Work for more specifics on the pricing requested within the Fee Submission.**

Do not include the HST in pricing quoted.

**i) New Equipment**

If applicable, 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**

If applicable, 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 personnel in the right place at the right time with the appropriate support.

Indicate in your proposal response your firm's provision of the following service levels:

**Please refer to Schedule A – Scope of Work for service requirements.**

**l) Reports**

**Please refer to Schedule A – Scope of Work for reporting requirements**

**m) Additional Costs**

Any additional costs should be listed.

**n) Detailed List and Literature – if applicable**

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

**o) 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.

**p) 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.

The service provider must also be in compliance with the latest edition of the Nova Scotia Private Investigators and Private Guards Act/Regulations (e.g. business/staff licensed per the regulations; uniforms provided per the regulations etc.) The proponent must provide proof/evidence of this compliance in their RFP submission. For more information please visit <https://www.novascotia.ca/just/regulations/regs/pipggen.htm>

**q) 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.

**r) 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 three (3) references, complete with the person to contact, their telephone number, and the type of service or equipment/system provided.

**s) Insurance**

The proponent must provide with their proposal an insurance certificate showing HRSB as "additionally insured" with proof of:

- Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, endorsement, independent contractor, for a combined single limit of no less than \$5,000,000 per occurrence.
- Commercial Auto liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and
- It is also agreed that the above insurance coverage is primary.

Upon award, the successful proponent shall secure and maintain the insurance as noted above at its expense during the term of the contract.

**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.



## **SCHEDULE "A"**

### **SCOPE OF WORK (Base Contract)**

#### **Background Information:**

The HRSB serves approximately 48,000 students in 136 schools (147 buildings) located throughout the entire Halifax Regional Municipality. There are 86 Elementary schools, 27 Junior High/Middle schools, 7 Primary to Grade 9 schools, 5 Junior-Senior High and 11 Senior High schools. Ten of the HRSB schools are Public-Private Partnership (P3) schools and are not included within the scope of this RFP. See the attached list (Schedule "F") of schools/sites included in this RFP.

Every school building is equipped with an intrusion alarm system that is monitored by a 3<sup>rd</sup> party certified monitoring station 24 hours every day. The monitoring station provides reports daily (and upon request) to HRSB Operations Services regarding alarm system activity which may include the following signals: intrusion, police code, trouble, low battery, loss of power source, fire alarm, etc. The monitoring station also receives maintenance signals for low boiler temperature, heating circulator pump failure, low air (controls) as well as some maintenance items specific to some schools during the winter season (normally November-March).

During regular school hours (7:30 AM - 4:00 PM Monday through Friday), the monitoring station forwards calls for alarm response and service through the HRSB Operations Services and/or the appropriate emergency response service (police, fire).

During after-hours (4 PM - 7:30 AM weeknights and 24 hours on Saturday/Sunday) and holidays (and storm closure days), the monitoring station relies on after hours "on-call" security personnel to respond to sites on an as need basis. The number of calls varies from day to day and season to season. For example, heating maintenance calls are higher in the winter months, but vandalism and intrusion calls may be higher in the summer months. Also, weekends tend to generate more vandalism/intrusion and bookings/nuisance calls and weekdays generate more service calls from evening shift employees.

Note: There are also approximately 59 schools with elevators and lifts. Approximately 40 of these devices are monitored 24/7 in case staff or students get trapped. After hours, these calls are forwarded to security personnel to respond.

**Holidays to be included in the base contract:**

1. Labour Day
2. Thanksgiving Day
3. Remembrance Day
4. Christmas eve (1/2 day)
5. Christmas Day
6. Boxing Day
7. New Year's eve (1/2 day)
8. New Year's Day
9. Heritage Day (Feb)
10. Good Friday
11. Easter Monday
12. Victoria Day

**Callout History:**

Records from our current after hours security & maintenance service provider are shown in the following table:

Period	Maintenance Calls	Security Calls	Travel
Oct 2011 - Sept 2012	446	799	35,600+ km
Oct 2012 - Sept 2013	845	753	35,900+ km
Oct 2013 - Sept 2014	707	690	31,300+ km
Oct 2014 - Sept 2015	682	784	35,200+ km

**After Hours Security/Maintenance Personnel Duties:**

HRSB requires a qualified vendor with appropriate staff, equipment and vehicles to provide priority security and maintenance response services to all emergency intrusion, fire and maintenance alarm signals (exceptions noted below). The service provider **must** be in compliance with the latest edition of the Nova Scotia Private Investigators and Private Guards Act/Regulations (e.g. business/staff licensed per the regulations; uniforms provided per the regulations etc.) The proponent must provide proof/evidence of this compliance in their RFP submission.

The service provider must provide a phone number and be responsive to all calls (on the first call) from the HRSB alarm monitoring station, HRSB after-hours answering service, HRSB manager on call and local emergency service authorities without the need to navigate through an automated call option list.

The after hours security/maintenance personnel will require equipment, skills and knowledge to respond to the alarm site in a minimum amount of time, access the building, assess conditions, determine the cause of the alarm signal and carry out an appropriate

response. Given the diverse geography of the HRM area, we have established, for the purpose of this RFP, a description of *core area*, *outer core area* and *remote area* schools/offices. (Schedule "F" attached).

1. The **core area** is defined as former Halifax and Dartmouth Cities, Bedford, Sackville, Waverley, Beaver Bank, Cole Harbour, Eastern Passage, Timberlea, Herring Cove. (response time 30 minutes or less)
2. There are several schools in **outer core** locations (between the core and remote areas) which include areas such as Wellington, Hammonds Plains, Tantallon, Hubley, Prospect, Harrietsfield, Sambro, Musquodoboit Harbour, Porter's Lake, Lake Echo, and Dutch Settlement. (response time 45 minutes or less)
3. The **remote areas** are defined as Moser River, Sheet Harbour, Tangier, Jeddore, Middle Musquodoboit, Upper Musquodoboit, Hubbards. (response time 90 minutes or less)

After hours security/maintenance personnel must act as first responders for the majority of calls with some exceptions noted in bullets below:

1. HRM Fire Department is called first for all fire signals.
2. At **remote area** schools served by RCMP police are called first on all intrusion alarm signals.
3. At **remote area** schools, school personnel are listed as first contacts for maintenance signals or for support to police and fire personnel if building access is required. After hours security/maintenance personnel are only called for backup support if local contact personnel are not available.
4. At all schools, police are called first at sites where multiple zone intrusion signals are received. (More than one zone tripped)

Depending on the nature of the call, the service provider's staff will be expected to:

1. Troubleshoot and/or remedy the maintenance concern. Third parties (contractors) may be required to complete repairs. HRSB has standing offers with several vendors for contracted maintenance/repair services. In either case, the after hours security/maintenance personnel must remain on site until the proponent's staff or the contractors have completed their work, in order to secure the building or until relieved by the HRSB manager on call or daytime staff.
2. Call the HRSB manager on call if significant impact to the school that will prohibit use of the building or result in an insurance claim.
3. Initiate steps to mitigate loss in the event of a building loss.
4. Respond to the HRSB "Schools Still Open" report, and other regularly scheduled email reports as HRSB may deem appropriate.

Some examples of times when third parties (contractors) are required to be called by after hours security/maintenance personnel include:

1. If an actual break and enter has occurred, police must be contacted immediately to investigate.
2. Broken windows may require replacement to secure the building.
3. Heating systems may be tripped off and require service.
4. There may be loss of power.
5. Offensive graffiti on a building.
6. The security or fire alarm system is malfunctioning.
7. Interior may be vandalized.
8. Flood by roof leak or plumbing failure.
9. Elevator failure with occupants inside

Where events have occurred, such as flooding, loss of power, fire or wide spread vandalism, which will impact the ability to operate school, the after hours security/maintenance personnel must advise the HRSB manager on call immediately. The personnel may be instructed to stay at a site until the issue is resolved, or they may be relieved by the HRSB manager on call.

After hours security/maintenance personnel may be required to troubleshoot some conditions to mitigate losses to HRSB. For example, if a roof is found to be leaking, use available buckets to capture the leak when possible until a cleanup crew arrives; if a plumbing fixture is leaking and a shut off valve for the fixture is readily available, it can be turned off until a repair can be completed; if a motor or light ballast is overheating or smoking, turn the power off to the electrical fixture until a repair can be completed, if it is safe to do so. Other examples may include items such as security alarm bypassing or troubleshooting, boiler/burner resetting, window pane swap out, minor door repairs, etc.

In all cases, the after hours security/maintenance personnel must ensure the appropriate response to the concern and perform a full site inspection to ensure that the school is secure and armed prior to leaving the site.

Additionally, judgement must be used to minimize response that may incur unnecessary or undue cost to HRSB. For example, window panes that can be replaced to secure a building instead of calling out a glass repair company will reduce the callout cost that might result from the event.

There may be occasions when multiple personnel are required to attend to an increased number of calls (as approved in advance by HRSB) due to an event such as a hurricane or major winter storm, or to set up a temporary assigned route for proactive 'building checks', without impact to the regular after hours alarm response service. This work will be considered to be outside the work of the "base contract".

## **Reporting:**

After hours security/maintenance personnel will be required to provide a signed notification ticket to be left in the main office at the school after each visit. The ticket must include:

- Employee's name.
- Arrival and departure times.
- Reason for the visit.
- Response activity.
- Third parties (contractors) called to the scene.
- Outstanding conditions that require follow up on the next business day.

**(A copy of the proponent's notification ticket document must be included with the proponent's RFP submission)**

The after hours security/maintenance service provider must complete daily shift event reports and/or patrol reports and submit to HRSB Operations Services (by e-mail to a designated security email address no later than 8:00 AM the next working day). Weekend or holiday reports will be submitted the next business day. These reports must include as a minimum:

- Employee's name.
- A summary of all HRSB sites visited during the shift, each including:
  - Time call received.
  - Arrival and departure times.
  - Reason for the visit.
  - Response activity.
  - Third parties (contractors) called to the scene.
  - Outstanding conditions that require follow up on the next business day.

**(A copy of the proponent's report document must be included with the proponent's RFP submission)**

The after hours security/maintenance service provider must provide activity summary reports regarding after hours call responses. These monthly and yearly reports shall include the following minimum information:

- Number of security call responses.
- Number of maintenance call responses.
- Number of other calls (HRSB manager on call, police, etc.)
- Total kilometers travelled per month.

**(A copy of the proponent's report document must be included with the proponent's RFP submission)**

### **Identification:**

All after hours security/maintenance employees must possess and display upon request appropriate photo identification with the after hours security/maintenance service provider's business logo, employee name and position.

Each after hours security/maintenance employee shall be required to wear a uniform, clearly labeled with the business logo and "security" labels readily visible.

After hours security/maintenance service provider vehicles must clearly display the service provider's logo on both sides.

Each employee on shift must carry a telephone and be accessible to communicate with HRSB managers, HRSB after hours answering service, HRSB alarm monitoring station and local emergency service authorities (police/fire).

### **Assignment of Security Access Codes and Building Keys:**

A limited number of sets of HRSB master keys will be provided to, and signed for by the service provider authorized representative. The contractor will advise which of its employees are provided with keys. These keys provide access to exterior entry doors as a means to access the security alarm keypad. Procedures for access to interior doors will be disclosed upon award. The contractor is NOT permitted to reproduce HRSB keys.

Security alarm access codes and access control swipe devices will be provided for use by after hours security/maintenance personnel.

Keys, swipe devices and codes are not transferrable, i.e. they are not permitted to be provided to anyone other than the authorized/assigned person. The keys and swipe devices will be returned to HRSB immediately upon request.

### **Police and Fire Assistance:**

After hours security/maintenance personnel will be required to assist police and fire emergency responders upon request when they need access to a school.

### **HRSB Answering Service:**

HRSB has an answering service in order to process calls for emergency and non-emergency maintenance service after hours from 4:00 PM until 7:30 AM the following day. This answering service forwards calls for emergency maintenance repairs to the after hours security/maintenance service provider as the first responder. The emergency maintenance

requests often come from evening custodians and usually occur at the end of their shift when they are attempting to secure the building. However, these calls may also result from neighbours and/or police patrols that find suspicious activity or conditions at a school.

### **HRSB Manager on Call:**

HRSB Operations Services managers are assigned to be on call overnight and weekends. The contact information for the manager on call is provided weekly to the after hours answering service and security/maintenance service provider.

It is intended that managers are ONLY contacted when authorization is required for spending beyond the after hours security/maintenance service provider's authority (as determined by HRSB) or as outlined above under After Hours Security/Maintenance Personnel Duties.

### **After Hours Bookings:**

Each week schools are booked by HRM, for use after hours. The booking schedules are forwarded to after hours personnel weekly as support documentation to provide after hours security/maintenance personnel information as to authorized use of schools .

After hours program bookings have a HRSB caretaker or other authorized school employee (Principal) assigned to open the building, provide site support and close after the event. On rare occasions HRSB employees are late for a shift or staffing assignments are not fulfilled for some reason. These incidents must be communicated directly to the HRSB manager on call by the HRSB after hours answering service for immediate response.

After hours security/maintenance personnel are not authorized to allow unsupervised access into schools for bookings unless directed by the HRSB manager on call.

### **Project Support:**

The after hours security/maintenance service provider will be required to support capital and maintenance project security upon request from HRSB Operations Services. Normally this will require placement of appropriate security personnel on site during project work times. This may occur during school occupied or unoccupied times, daytime, evenings or overnight, depending on the nature and scope of the project. Instructions will be provided by HRSB that will be specific to each project. There may be occasions when security personnel are required to perform a fire watch. Instructions will be provided specific to each occurrence. This work will be considered to be outside the work of the "base contract".

**Storm Days:**

During storm days HRSB follows a prescribed process for consultation with various agencies and staff to determine whether conditions warrant a school closure or “storm day”. To assist with this consultation process, the after hours security/maintenance service provider will be one of several contacts to be called for information regarding school and road conditions experienced by its staff. These calls are most often around 5:00 am from the HRSB Operations Services Director, or designate. This work will be considered to be outside the work of the “base contract”.



## **Proposal Requirements – Technical Submission:**

The Proponent will take into consideration the background information provided above and will develop a proposed methodology to provide the services required, including submission of documentation and described processes that will satisfy HRSB's after hours security/maintenance service requirements. The proponent must provide the following minimum information within their Technical submission:

1. A description of the "base contract" proposal including number of employees and vehicles available each shift and the hours they will be assigned to work.
2. A description of all services not included in the "base contract", but which are available on an as need basis.
3. The number of years' experience the firm has providing this type of service.
4. Three references for contracts similar in nature to this proposed contract, along with an outline of the services provided for each contract.
5. A list of employees proposed to be responding to schools, their years of experience, relevant training, qualifications/certifications and assigned role.
6. The number of vehicles, year, make, model and photo of all service vehicles available to personnel assigned under this proposal.
7. A description of response procedures followed by proponent's employees for all calls.
8. Proponent's guaranteed maximum response time in core area schools, outer core area schools and remote area schools. Describe any conditions affecting guaranteed response times.
9. Proof of Bonding for all personnel.
10. Proposed shift schedules and coverage areas.
11. Copies of intended report documents used for alarm notification slips, event reports, daily shift reports, and monthly/annual data reports etc.
12. Photographs of uniforms.
13. Value added services - what can the proponent provide as a means of reducing costs to HRSB or a means of improving the service? (E.g. include work in the base contract that HRSB has defined above as being outside of the base contract). Proponent's suggestions on how the current alarm response practices described in this document can be improved?
14. A description of how the Proponent will address unique situations including, but not limited to, the following:
  - Methods/plan to maintain coverage when required to visit outer core and remote schools (up to 2 hours travel time one way);
  - Methods/plan to address alarms at multiple schools during high activity (peak times) or winter storms that cause alarm signals, power loss in many buildings at once;
  - Methods/plan when meeting suspicious personnel on site;
  - Ability to assign and perform fire watch (usually on short notice);
  - Experience working with students from grades Primary to 12;
  - Back up support/plan if vehicles break down;

- Description of breakdown of procedure-incident investigation (employee errors resulting in property loss);
- Methods/plan to address maintenance emergencies; experience in troubleshooting and remedy of maintenance issues. Specify maintenance services that will be provided under the base contract and those that will not. (e.g. broken glass clean up)

**As noted previously in section 2.7 of the RFP - the maximum length of the Technical submission is not to exceed 30 pages, not including title page, index pages and signed Contractor Information Form.**

**Proposal Requirements – Fee Submission:**

The Proponent must provide the following information in a separate, sealed envelope that is clearly labeled as directed in section 2.7 of this RFP document. A table is shown below on the next page that proponents are to complete and include with their Fee Submission.

1. Proposed monthly and annual costs for the “base contract” after hours security/maintenance services (including holidays).
2. Hourly rates (regular and overtime) for each employee type and for each vehicle/equipment type for coverage if not included in the “base contract” after hours security/maintenance services.(e.g. storm closure days)
3. Any additional fees not included in the “base contract” for after hours security/maintenance services.

**Security & Maintenance Services Contract Proposed Fees (Do not include HST)**

Return completed form within your Fee Submission.

Base Contract:

Company Name: \_\_\_\_\_

Month	Year 1: Oct 1 2016- Sep 30, 2017	Year 2: Oct 1 2017- Sep 30, 2018	Year 3: Oct 1 2018- Sep 30, 2019	Year 4: Oct 1 2019- Sep 30, 2020	Year 5 Oct 1 2020- Sep 30, 2021
October	\$	\$	\$	\$	\$
November	\$	\$	\$	\$	\$
December	\$	\$	\$	\$	\$
January	\$	\$	\$	\$	\$
February	\$	\$	\$	\$	\$
March	\$	\$	\$	\$	\$
April	\$	\$	\$	\$	\$
May	\$	\$	\$	\$	\$
June	\$	\$	\$	\$	\$
July	\$	\$	\$	\$	\$
August	\$	\$	\$	\$	\$
September	\$	\$	\$	\$	\$
Annual Total	\$	\$	\$	\$	\$

Rates and Fees for application to services not in base contract:

Item	Hourly rate	Per km rate	
Guard	\$ /hour	N/A	
Maintenance	\$ /hour	N/A	
Vehicle	N/A	\$ /kilometre	
Other (explain)			

## **SCHEDULE "B" – Risk Management and Safety**

### **A. INDEMNIFICATION AND INSURANCE**

#### **1. Indemnity and Waiver:**

Contractor 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 Contractor 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 Contractor, 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 Contractor or otherwise. Contractor shall make no claim or demand against HRSB for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Contractor 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 Contractor, and hereby waives as against HRSB all such claims and demands.

The foregoing indemnity and waiver given by Contractor shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be upon Contractor. 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 Contractor.

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 "Contractor" shall include Contractor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

## **2. Insurance:**

Contractor 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 Five Million Dollars (\$5,000,000) 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 Contractor 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 Contractor 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 Contractor and used in connection with this Contract; and
  - (d) Property "All Risks" insurance covering Contractor's owned property, including Contractor's equipment, where applicable, and property of others in the care, custody, or control of Contractor or for which the Contractor 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").

Contractor 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.

Contractor 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 contractor. The HRSB may require contractor to have the HRSB added as an insured party to the insurance policy and/or require contractor to furnish a certified copy of the policy for such insurance.

Contractor 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. Contractor shall be responsible for any deductible and excluded loss under the Insurance.

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

Contractor 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 Contractor's expense and to require Contractor to obtain additional insurance where, in HRSB's reasonable opinion, the circumstances so warrant.

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

### **1. Compliance**

Contractor 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. Contractor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Contractor to provide its goods and services and otherwise perform its obligations under the Contract.

### **2. Labour Code**

Contractor 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**

Contractor 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 Contractor shall submit, at any time requested by the HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that Contractor has an account in good standing with the Worker's Compensation Board;
- (b) the Contractor 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 Contractor 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 Contractor to obtain all applicable approvals, at its own expense. (not applicable to this RFP)

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

Contractor shall comply at all times with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and its amendments thereto.

### **C. SAFETY REQUIREMENTS**

#### **1. Safety Responsibility**

Contractor 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. Contractor 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 Contractor from time to time.

#### **2. Project Site Protection and Safety**

The Contractor shall protect the HRSB's property, staff and students, the Contractor'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 Contractor by HRSB, the Contractor 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 Contractor 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. CONTRACTOR EVALUATION**

#### **1. Audit**

The HRSB reserves the right to audit Contractors 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 Contractor 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 CONTRACTOR 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 Contractor 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 Contractor or any subcontractor of the Contractor, as constituting a material breach of this Contract. In addition, the HRSB reserves the right to stop the work of the Contractor in the event of Contractor'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 Contractor. Work shall not resume until the Contractor rectifies the reason for non-compliance, to HRSB's satisfaction.

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

Contractor 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" – Contractor Information Form

(RETURN COMPLETED FORM WITH TECHNICAL SUBMISSION)

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

POSTAL CODE \_\_\_\_\_ PHONE \_\_\_\_\_ FAX \_\_\_\_\_

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

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

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 tender 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 bid and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this tender.

### REFERENCES:

The Proponent shall furnish particulars of at least three contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the Works now proposed for and be of comparable or greater size.

<b>CONTACT NAME &amp; PHONE NUMBER VALUE</b>	<b>DATES</b>	<b>CONTRACT</b>
_____	From _____ to _____	_____
_____	From _____ to _____	_____
_____	From _____ to _____	_____
_____	From _____ to _____	_____

**SUB-CONTRACTORS:**

The Proponent shall enter the name and address of each Sub-Contractor used in making up this RFP. Only one Sub-Contractor shall be named for each part of the work to be sublet.

<b>Subcontractor/Suppliers/Manufacturers</b>	<b>Service/Material</b>

**PROJECT PERSONNEL:**

The RFP shall include below, the names qualifications and previous experience of those people who will be directly involved with the contract. The names shall, for example, include foreman, superintendent, and project engineer and/or project manager, labourers and trade staff.

Name	Position	Qualification/Experience

***HRSB is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a MANDATORY HRSB REQUIREMENT that contractors assign the work to employees and/or sub-contractors who DO NOT have a CRIMINAL RECORD and who ARE NOT LISTED ON THE CHILD ABUSE REGISTRY. Failure to comply with this requirement may result in immediate contract termination.***

***By checking the “Agreed” box you are confirming that you understand and will abide by this mandatory HRSB requirement.***                      ***Agreed***

**AUTHORIZED SIGNATURE**

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)

**SCHEDULE "D" SAMPLE CONTRACT AGREEMENT  
(Do not complete and return with Proposal Submission)**

**AGREEMENT FOR SUPPLY OF SERVICES**

THIS AGREEMENT made the *31<sup>ST</sup> day of AUGUST A.D. 2016.*

BETWEEN:

***THE HALIFAX REGIONAL SCHOOL BOARD***

(the "Board")

OF THE FIRST PART

- and -

***ABC COMPANY***

(the "Contractor")

OF THE SECOND PART

**RECITALS**

WHEREAS the HRSB has analyzed its needs and requirements for ***AFTER HOURS SECURITY & MAINTENANCE***;

AND WHEREAS based on the HRSB's analysis, the HRSB prepared a detailed TENDER setting out their needs and requirements (**"TENDER #3859"**), 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 TENDER to a number of companies capable of providing ***AFTER HOURS SECURITY & MAINTENANCE***;

AND WHEREAS **ABC COMPANY** provided a detailed response to **TENDER #3859** (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS **ABC COMPANY** 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 #3859**, a copy of which is attached to this Agreement in Schedule A.
  
- 1.1 The services outlined in the scope of work 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 **1<sup>ST</sup> day of October, 2016 and shall continue for five (5) years until 30<sup>th</sup> of Sept 2021, with one (1) five (5) year options for renewal at the discretion of the Board**, unless terminated or renewed in accordance with the terms of this Agreement.

## **SATISFACTORY PERFORMANCE**

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

## **PAYMENT PROCEDURE**

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

## **WITHHOLDING PAYMENT**

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**

- 8.1 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*.
- 8.2 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 \$5,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement, Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than \$2,000,000.00 ***(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:

***ABC Company  
South Park Drive, Unit 12  
DARTMOUTH NS B3B 1X7***

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

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

**SUCCESSORS**

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

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

<b>ABC COMPANY</b>	
_____	_____
Signing Authority Name	
	Date
_____	
Witness	

<b>HALIFAX REGIONAL SCHOOL BOARD</b>	
_____	_____
Kathryn Burlton, Manager of Accounting & Purchasing	
	Date
_____	
Witness	

**CONTRACT SCHEDULE A**

**HRSB TENDER/RFP DOCUMENT**

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



**CONTRACT SCHEDULE B**

**CONTRACTOR'S BID RESPONSE TO TENDER**

**(ON FILE BY TENDER NUMBER AT HRSB PURCHASING DIVISION)**



## Project Safety Plan Outline – Schedule E

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering contractors shall examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline shall be submitted as part of the tender document submittal, sent to the HRSB Operations Services Regional Manager, made available on the job site and communicated to the workers.

---

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Project Name: \_\_\_\_\_

Project Location: \_\_\_\_\_

Project Start date: \_\_\_\_\_

Project End date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Completed by: \_\_\_\_\_  
(Contractor's project manager)

Date: \_\_\_\_\_

Copy to: \_\_\_\_\_

**PLANNING:**

Does the Contractor's Occupational Health and Safety Program deal with the work activities associated with this project?      Yes            No     

Describe tasks to be undertaken: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HAZARDS ASSESSMENT:**

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



**ENVIRONMENTAL ASSESSMENT:**

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will be taken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				

**EMERGENCY RESPONSE:**

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

Contact	Phone #	Contact	Phone #
Fire	911	Poison Control	428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRSB Office	493-5110	Min/Dept of Labour	1-800-952-2687
Min./Dept.of Transport.		Min/Dept of Environment	1-800-565-1633

- Identify and arrange source of first aid, ambulance and rescue.
- Accidents will be reported to: \_\_\_\_\_
- Accidents will be investigated by: \_\_\_\_\_
- Back-up call to: \_\_\_\_\_
- HRSB # emergency/after hours: day 493-5110 after 4:00 pm 442-2476

**SAFETY MEETINGS:**

On this project, given the nature of the work and the anticipated size of the work force, the following frequency will apply:

Site meetings \_\_\_\_\_  
Site Audits \_\_\_\_\_  
Follow up with HRSB Manager: \_\_\_\_\_

**SITE IMPLEMENTATION:**

- Health and Safety Rep & Safety Committee:  
Establish liaison between HRSB, contractor, site administration  
First Aid, PPE, other safety items as required.
- Documentation:  
Applicable MSDS  
Safety program  
Applicable work procedures  
Permits  
First Aid Certification

**TRAINING:**

The following training/testing will be mandatory on site:

- 1) \_\_\_\_\_  
\_\_\_\_\_
- 2) \_\_\_\_\_  
\_\_\_\_\_
- 3) \_\_\_\_\_  
\_\_\_\_\_

**TENTATIVE SCHEDULE OF WORK:**

- 1) Date Project Will Commence: \_\_\_\_\_
- 2) Number of Weeks to Complete Project: \_\_\_\_\_ weeks

**NOTE:**

***Within one week of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.***

**SCHEDULE F - HRSB SCHOOLS & OFFICES LISTED BY AREA**

**Core Area**

A.J. Smeltzer Junior High	46 Prince St	Lower Sackville	B4C 1L1
Admiral Westphal Elementary	6 Fourth St	Dartmouth	B2X 3A5
Adult ESL Program - Bedford	1326 Bedford Highway	Bedford	B4A 1C9
Adult ESL Program - Dartmouth	136 Pinecrest Drive	Dartmouth	B3A 1J9
Alderney Elementary	2 Penhorn Dr	Dartmouth	B2Y 3K1
Astral Drive Elementary	236 Astral Dr	Dartmouth	B2V 1B8
Astral Drive Junior High	238 Astral Dr	Dartmouth	B2V 1B8
Auburn Drive High	300 Auburn Dr	Cole Harbour	B2W 6E9
Basinview Drive Community School	273 Basinview Dr	Bedford	B4A 3X8
Beaufort School	1589 Walnut St	Halifax	B3H 3S1
Beaver Bank-Kinsac Elementary	28 Kinsac Rd	Beaver Bank	B4G 1C5
Beaver Bank-Monarch Drive Elementary	38 Monarch Dr	Beaver Bank	B4E 3A5
Bedford Forsyth Educ. Centre (Bedford)	426 Rocky Lake Dr	Bedford	B4A 2T5
Bedford Forsyth Educ. Centre (Dartmouth)	136 Pinecrest Drive	Dartmouth	B3A 1J9
Beechville Lakeside Timberlea Jr Elementary	22 James St	Timberlea	B3T 1G9
Beechville Lakeside Timberlea Sr Elementary	24 James St	Timberlea	B3T 1G9
Bel Ayr Elementary	4 Bell St	Dartmouth	B2W 2P3
Bicentennial School	85 Victoria Rd	Dartmouth	B3A 1T9
Brookhouse Elementary	15 Christopher Ave	Dartmouth	B2W 3G2
Burton Ettinger Elementary	52 Alex St	Halifax	B3N 2W4
Caldwell Road Elementary	280 Caldwell Rd	Dartmouth	B2V 1A3
Caledonia Junior High	38 Caledonia Rd	Dartmouth	B2X 1K8
Cadle Park Elementary	35 McGee Dr	Lower Sackville	B4C 2J1
Cavalier Drive School	116 Cavalier Dr	Lower Sackville	B4C 3L9
Central Spryfield Elementary	364 Herring Cove Rd	Halifax	B3R 1V8
Charles P. Allen High	200 Innovation Drive	Bedford	B4B 0G4
Chebucto Heights Elementary	230 Cowie Hill Rd	Halifax	B3P 2M3
Citadel High	1855 Trollope St	Halifax	B3H 0A4
Clayton Park Junior High	45 Plateau Cres	Halifax	B3M 2V7
Colby Village Elementary	92 Colby Dr	Dartmouth	B2V 1J7
Cole Harbour District High	2 Chameau Cres	Cole Harbour	B2W 4X4
Colonel John Stuart Elementary	5 John Stewart Dr	Cole Harbour	B2W 4J7
Crichton Park Elementary	49 Lyngby Ave	Dartmouth	B3A 3V1
Cunard Junior High	121 Williams Lake Rd	Halifax	B3P 1T6
Dartmouth High	95 Victoria Rd	Dartmouth	B3A 1V2
Dartmouth Operations Services Department	35B Major St	Dartmouth	B2X 1A7
Duc d'Anville Elementary	12 Clayton Park Dr	Halifax	B3M 1L3
Duncan MacMillan High	481 Church Point Rd	Sheet Harbour	B0J 3B0
Elizabeth Sutherland P-9	66 Rockingstone Rd	Halifax	B3R 2C9
Ellenvale Junior High	88 Belle Vista Dr	Dartmouth	B2W 2X7
Eric Graves Memorial Junior High	70 Dorothea Dr	Dartmouth	B2W 4M3
Fairview Heights Elementary (Annex Building)	141 Rufus Ave	Halifax	B3N 2M2
Fairview Heights Elementary (Main Building)	210 Coronation Ave	Halifax	B3N 2N3
Fairview Junior High	155 Rosedale Ave	Halifax	B3N 2K2
George Bissett Elementary	170 Arklow Dr	Dartmouth	B2W 4R6

Gorsebrook Junior High	5966 South St	Halifax	B3H 1S6
Graham Creighton Junior High	72 Cherry Brook Rd	Cherry Brook	B2Z 1A8
Grosvenor-Wentworth Park Elementary	4 Downing St	Halifax	B3M 2G4
Halifax Central Junior High	1787 Preston St	Halifax	B3H 3V7
Halifax West	283 Thomas Raddall Dr	Halifax	B3S 1R1
Harbour View Elementary	25 Alfred St	Dartmouth	B3A 4E8
Harold T. Barrett Junior High	862 Beaver Bank Rd	Beaver Bank	B4G 1A9
Harry R. Hamilton Elementary	40 Hamilton Dr	Middle Sackville	B4E 3A9
Hawthorn Elementary	10 Hawthorne St	Dartmouth	B2Y 2Y3
Herring Cove Junior High	7 Lancaster Dr	Herring Cove	B3V 1H9
Highland Park Junior High	3479 Robie St	Halifax	B3K 4S4
Hillside Park Elementary	15 Hillside Ave	Lower Sackville	B4C 1W6
HRSB Central Office	33 Spectacle Lake Dr	Dartmouth	B3B 1X7
Humber Park Elementary	5 Smallwood Ave	Lake Loon	B2W 3R6
Ian Forsyth Elementary	22 Glencoe Dr	Dartmouth	B2X 1J1
Inglis Street Elementary	5985 Inglis St	Halifax	B3H 1K7
J.L. Ilsley High	38 Sylvia Ave	Halifax	B3R 1J9
John MacNeil Elementary	62 Leaman Dr	Dartmouth	B3A 2K9
John Martin Junior High	7 Brule St	Dartmouth	B3A 4G2
John W. MacLeod Fleming Tower Site	25 Randolph St	Halifax	B3P 2A9
John W. MacLeod Elementary	159 Purcell's Cove Rd	Halifax	B3P 1B7
Joseph Giles Elementary	54 Gregory Dr	Dartmouth	B2W 3M6
Joseph Howe Elementary	2557 Maynard St	Halifax	B3K 3V6
Kingswood Elementary	34 Vrege Crt	Hammonds Plains	B4B 1K2
LeMarchant-St. Thomas Elementary (future School)	6141 Watt St	Halifax	B3H 2B7
Leslie Thomas Junior High	100 Metropolitan Ave	Lower Sackville	B4C 2Z8
Michael Wallace Elementary	24 Andover St	Dartmouth	B2X 2L9
Millwood Elementary	190 Beaver Bank Cross Rd	Middle Sackville	B4E 1K5
Millwood High	141 Millwood Dr	Middle Sackville	B4E 0A1
Mount Edward Elementary	3 Windward Ave	Dartmouth	B2W 2G9
Nelson Whynder Elementary	979 North Preston Rd	North Preston	B2Z 1A2
Ocean View Elementary	51 Oceanview School Rd	Eastern Passage	B3G 1J3
Oxford School P-9	6364 North St	Halifax	B3L 1P6
Prince Andrew High	31 Woodlawn Rd	Dartmouth	B2W 2R7
Prince Arthur Junior High (future school)	85 Prince Arthur Ave	Dartmouth	B2Y 0B3
Robert Kemp Turner Elementary	141 Circassion Dr	Cole Harbour	B2W 4N7
Rockingham Elementary	31 Tremont Dr	Halifax	B3M 1X8
Rockingstone Heights School	1 Regan Dr	Halifax	B3R 2J1
Rocky Lake Junior High	670 Rocky Lake Drive	Bedford	B4A 2T6
Ross Road School P-9	336 Ross Rd	Westphal	B2Z 1H2
Sackville Heights Junior High	956 Sackville Dr	Lower Sackville	B4E 1S4
Sackville High	1 Kingfisher Way	Lower Sackville	B4C 2Y9
Saint Mary's Elementary	5614 Morris St	Halifax	B3J 1C2
Seaside Elementary	1881 Caldwell Rd	Eastern Passage	B3G 1J3
Shannon Park Elementary	75 Iroquois Dr	Dartmouth	B3A 4M5
Sir Charles Tupper Elementary	1930 Cambridge St	Halifax	B3H 4S5
Sir Robert Borden Junior High	16 Evergreen Dr	Dartmouth	B2W 4A7
Smokey Drive Elementary	241 Smokey Dr	Lower Sackville	B4C 3G1

South Woodside Elementary	5 Everette St	Dartmouth	B2W 1G2
Southdale-North Woodside	36 Hastings Dr	Dartmouth	B2Y 2C5
Springvale Elementary	92 Downs Ave	Halifax	B3N 1Y6
St. Agnes Junior High	6981 Mumford Rd	Halifax	B3L 2H7
St. Catherine's Elementary	3299 Connolly St	Halifax	B3L 3P7
St. Joseph's-Alexander McKay Elementary	5389 Russell St	Halifax	B3K 1W8
St. Stephen's Elementary	3669 Highland Ave	Halifax	B3K 4J9
Sunnyside Elementary (Eaglewood Drive)	210 Eaglewood Dr	Bedford	B4A 3E3
Sunnyside Elementary (Fort Sackville)	21 Perth St	Bedford	B4A 2H1
Sycamore Lane Elementary	69 Sycamore Lane	Lower Sackville	B4C 1E8
Tallahassee Community School	168 Redoubt Way	Eastern Passage	B3G 1M5
Waverley Memorial	2393 Rocky Lake Drive	Waverley	B2R 1S4
Westmount Elementary	6700 Edward Arab Ave	Halifax	B3L 2E1
William King Elementary	91 St. Paul's Ave	Herring Cove	B3V 1H6
<b>Outer Core Area</b>			
Ash Lee Jefferson Elementary	10 Lockview Rd	Fall River	B2T 1J1
Atlantic Memorial - Terence Bay Elem. (Atlantic Memorial)	3591 Prospect Rd	Shad Bay	B3T 1Z3
Atlantic Memorial - Terence Bay Elem. (Terence Bay)	1714 Lower Prospect Rd	Terence Bay	B3T 1Y6
Atlantic View Elementary	3391 Lawrencetown Rd	Lawrencetown	B2Z 1R5
Bell Park Academic Centre	4 Thomas St	Lake Echo	B3E 1M6
Brookside Junior High	2239 Prospect Rd	Hatchet Lake	B3T 1R8
Dutch Settlement Elementary	990 Highway 277	Dutch Settlement	B2S 2J5
Eastern Shore District High	35 West Petpeswick Rd	Musquodoboit Harbour	B0J 2L0
Five Bridges Junior High	66 Hubley Rd	Hubley	B3Z 1B9
Gaetz Brook Junior High	6856 Hwy 7	Head of Chezzetcook	B0J 1N0
Georges P. Vanier Junior High	1410 Fall River Rd	Fall River	B2T 1J1
Hammonds Plains Consolidated Elementary	2180 Hammonds Plains Rd	Hammonds Plains	B4B 1M5
Harrietsfield Elementary	1150 Old Sambro Rd	Harrietsfield	B3V 1B1
Holland Road Elementary	181 Holland Rd	Fletchers Lake	B2T 1A1
Oldfield Consolidated Elementary	72 Halls Rd	Enfield	B2T 1C4
Porters Lake Elementary	40 Inspiration Dr	Porters Lake	B3E 0A6
Prospect Road Elementary	2199 Prospect Rd	Hatchet Lake	B3T 1R8
Sambro Elementary	3725 Old Sambro Rd	Sambro	B3V 1G1
Sir John A. MacDonald High	31 Scholars Rd	Upper Tantallon	B3Z 0C3
Tantallon Jr Elementary	1 French Village Station Rd	Upper Tantallon	B3Z 1E4
Tantallon Sr Elementary	3 French Village Station Rd	Upper Tantallon	B3Z 1E4
<b>Remote Area</b>			
East St. Margaret's Elementary	8671 Peggy's Cove Rd	Indian Harbour	B3Z 3P5
Eastern Consolidated Elementary	28875 Highway 7	Moser River	B0J 2K0
Lakefront Consolidated Elementary	17286 Highway 7	Tangier	B0J 3H0
Musquodoboit Rural High	11980 Highway 224	Middle Musquodoboit	B0N 1X0
Musquodoboit Valley Education Centre	12046 Highway 224	Middle Musquodoboit	B0N 1X0
Oyster Pond Academy	10583 Highway 7	Oyster Pond	B0J 1W0
Shatford Memorial Elementary	10089 St. Margaret's Bay Rd	Hubbards	B0J 1T0
Sheet Harbour Consolidated Elementary	479 Church Point Rd	Sheet Harbour	B0J 3B0
Upper Musquodoboit Consolidated Elem.	8416 Highway 224	Upper Musquodoboit	B0N 2M0

## SCHEDULE “G” – Proponent Submission Checklist

Enclose the following documents along with your submission:

- Bid Security as required in Clause 2.8*** in the amount of 10% of the Contract Price for the first year of the contract. (Before HST)
- Certificate of Insurance*** indicating a minimum of ***\$5,000,000 Commercial General Liability Insurance*** per occurrence and ***Commercial Auto Liability Insurance*** covering all owned, non-owned and hired vehicles for a minimum combined single limit of ***\$2,000,000*** per occurrence.
- Workers’ Compensation Board Letter*** of Good Standing
- Certificate of Recognition from one of the seven safety audit companies that jointly sign with the WCB:***
  - East Coast Mobile Medical Inc.
  - HSE Integrated
  - Nova Scotia Construction Safety Association
  - Nova Scotia Trucking Safety Association
  - Occupational Health & Educational Services (2002) Inc.
  - Safety Services Nova Scotia
  - Stantec Inc.

This list can be found on WCB’s website: [www.wcb.ns.ca](http://www.wcb.ns.ca).

- Certificate indicating Proponent is licensed per the regulations of the latest edition of the Nova Scotia Private Investigators and Private Guards Act. For more info see link below:***  
<https://www.novascotia.ca/just/regulations/reggs/pipggen.htm>
- Completed Schedule C – Contractor Information Form***
- Signed Addenda (if applicable)***
- Applicable Warranty Information***