



Halifax Regional  
School Board

## Request for Proposals

# #3879

### Proactive Energy Management System Ash Lee Jefferson Elementary

Closing Date: **Friday January 27, 2017**

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

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

**Closing Location:**

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

**Project Location:**

Ash Lee Jefferson Elementary  
10 Lockview Rd  
Fall River, NS  
B2T 1J1

**HRSB Contacts:**

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Tel: 902-464-2000 #2223  
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Email: [jlking@hrsbc.ca](mailto:jlking@hrsbc.ca)

**Operations Project Manager**

Tyler Bell, P. Eng., Energy Manager  
Tel: 902-464-2000 #5119  
Email: [tbell@hrsbc.ca](mailto:tbell@hrsbc.ca)

An optional site meeting will be held on Wednesday January 18<sup>th</sup> 2017, at 10:00 a.m. Please meet at the school main entrance.

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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 over 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 invites experienced and qualified Contractors to submit detailed proposals for the supply and installation of a proactive Energy Management System at Ash Lee Jefferson School as set out in this RFP (“**Request for Proposal**”).

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 Contractors to submit Proposals on the following:

- Supply and installation of a proactive Energy Management System

Contractors 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
- Timelines
- 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	Friday, January 13th, 2017
Close Date	Friday, January 27th, 2017
Determine Short List of Contractors	To be determined
Select Preferred Contractor(s)	To be determined
Final Contract Award*	To be determined
Substantial Completion of Work	<b>March 31<sup>st</sup>, 2017</b>

\*Should HRSB enter into negotiations with a preferred Proponent or Proponents 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 Contractors who submitted acceptable Proposals or to not award a Contract to any Contractor. 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 Proponent that form this RFP process.

Contractors 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 their 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>"Proponent/Bidder"</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 Contractor 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 Proponent and HRSB, or to be executed by the Contractor 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 Contractor’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 Contractor.
<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 equipment will be installed or services 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 Proponent to supply equipment or systems or perform services under a Contract.
<b>“Contractor/Vendor”</b>	The successful Proponent 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 following general areas in respect of the Proposal. These general areas are subject to change in the Project Scope and, if applicable, the Innovative Proposal.

- Equipment/System information
- Pricing information
- Maintenance/Service information
- Compatibility to existing equipment/systems
- Installation information

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

### 2.4 The Innovative Proposal

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

## 2.5 Confidentiality and FOIPOP

Information pertaining to HRSB obtained by the proponent, its employees and agents as a result of its participation in this RFP, is confidential and **must** not be disclosed by the Proponent 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 Contractor 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. Contractors 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

Proponents **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 Contractor; 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.

Proponents must advise the Purchasing Manager 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 Proposal Requirements

Submit one original proposal, two (2) additional hard copies and one (1) electronic copy on a flash drive. Each item on the proposal forms must be completed unless noted otherwise. The proposals are to be bound; pages to be numbered, the total number of pages not to exceed twenty five (25) pages single sided, including C.V. information but not including title and index pages and the last page of the proposal must be signed by an authorized representative of the firm. Incomplete or unsigned proposals will be rejected.

The identification label on the outside of the envelope must clearly identify the name of the Proponent.

Proposals must be submitted in a sealed envelope clearly marked:

**RFP #3879 PROACTIVE ENERGY MANAGEMENT SYSTEM**

HALIFAX REGIONAL SCHOOL BOARD  
33 Spectacle Lake Drive, Dartmouth, NS B3B 1X7  
Attention: Jennifer King – Buyer  
Phone #: (902) 464-2000 Ext. 2223  
Fax #: (902) 461-0161

The HRSB will not accept Proposals via facsimile or electronically. The Proposal **must** be type written and complete. Proposals not sent to the foregoing address will not be considered. It is the responsibility of the Proponent to ensure their submissions are received on time per the information on the coversheet of this document, failing which the Proposal will be disqualified and unopened. Proposals will be received with a time and date stamp and the signature of the HRSB employee who received the Proposal.

**2.8 Communications during Bidding Period**

Questions, clarification or information 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.

**2.9 Evaluation of Proposals**

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

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

Expected Energy Savings	<b>25%</b>
Measurement and Verification Procedure	<b>10%</b>
Implementation and Maintenance Costs	<b>60%</b>
Written References (3) or Letters of Endorsement	<b>5%</b>

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.**

**2.10 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.

**2.11 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.

**2.12 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.

**2.13 Non-Compliance Identified**

The Proponent **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 Proponent unless otherwise noted and all such terms and conditions will form part of the Contract. Proponent hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRSB, in HRSB's sole discretion.

**2.14 Return of Proposal**

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



#### **2.15 Release of Proponent Information**

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

#### **2.16 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 Proponents, and the Proponent hereby releases HRSB and its Trustees, employees and agents from any such liability whatsoever.

#### **2.17 Preparation Costs**

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

#### **2.18 Consortium Bids**

In the case of consortium bids, all organizations comprising the consortium **must** be identified. The business relationship and responsibility of each Proponent 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 Proponent **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.

#### **2.19 Subcontracted Work**

The Proponent is considered an independent contractor to HRSB in the performance of its obligations. Should the Proponent intend to subcontract any part of the Project Scope, including through a consortium as contemplated in Section 2.18 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, Proponent shall perform the Project Scope itself without the use of Subcontractors. The Proponent 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.

#### **2.20 Right to Contact and Visit Clients of Proponents**

HRSB reserves the right to contact or visit any client of the Proponent without permission or assistance of the Proponent. 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.

#### **2.21 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.

#### **2.22 Hardware Proposal and Specification (If applicable)**

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.

### **2.23 Proposal Validity**

To enable HRSB to complete its approval processes, Proposals submitted **must** remain valid for a period of no less than ninety (90) days.

### **2.24 Proponent Debriefing**

HRSB will, at its discretion, arrange a debriefing for the purpose of informing a Proponent why its Proposal was not selected. Debriefings will be restricted to the Proponents submission and not the process in general.

### **2.25 Site Visits**

Bidders will be deemed to have familiarized themselves with existing site and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.

**An optional bidder's site meeting is scheduled as per the directions on the cover sheet of this document**

## **3.0 THE CONTRACT**

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

The Proponent 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 the Proponent until the earlier of:

- a) written notice from HRSB that the Proponent's Proposal is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the Proponent with respect to this RFP, pursuant to Section 3.2(a), and upon such issuance, the Proponent shall be regarded as the Contractor hereunder; or
- c) execution of the Contract by both HRSB and the Proponent pursuant to Section 3.2(b); or
- d) written notice from HRSB that it has entered into a Contract with a Proponent and that the Proponent 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 Proponent or Proponents, award to a Proponent or Proponents the Contract, based on its Proposal, without further negotiation or documentation; or
- b) award to a Proponent or Proponents 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 Proponents, not award any Contract, or otherwise under Section 5.0.

### **3.3 Contract Documents**

3.3.1 Notification of contract award will be by form of a signed award letter and an official HRSB Purchase order. Work is not to begin until these have been received and acknowledged by the successful contractor.

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

- a) such further documentation as may be negotiated and executed by the HRSB and the Contractor pursuant to Section 3.2(b); and
- b) this RFP and all of its Schedules, including without limitation the 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 work **must** be substantially complete and invoiced on or before **March 31, 2017**.

### **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 and rules that may apply therein. The Proponent 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) Technical Expertise/Support**

Describe in detail using schedules where appropriate, the technical expertise that your firm can offer HRSB.

**b) Proponent Representatives**

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

**c) Implementation and Installation**

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

**d) Pricing**

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

**Each Proposal should include the pricing information requested on Appendix B – Table of Proposed Fees.**

**e) Reports**

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

**f) Additional Costs**

Any additional costs should be listed.

**g) Additional Services or Innovative Proposal**

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

**h) Detailed List and Literature**

Submit a detailed outline of the services being proposed.

**i) 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.

**j) 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.

**k) 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.

**l) 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.

**m) Proof of Insurance**

The proponent must provide with their proposal an insurance certificate showing 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 Proponent 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 Proponent provides services to others;
  - iv) the experience and qualification of the Proponent;
  - v) the compliance of the Proponent 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 Contractor;
  - viii) rejecting the Proponents recommendation of an appraiser, Subcontractor or any other third party associated with the Proposal and jointly along with the Proponent, determine alternate acceptable third parties;
  - ix) the Proponent'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 the Proponent. By submitting a Proposal, the Proponent 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 Proposal, whether such right or cause of action arises in contract, tort including negligence or otherwise.

## **6.0 LIMITATION OF LIABILITY**

The Proponent, 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 Proponent 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

The HRSB is currently seeking proposals to improve the building energy performance and environmental comfort of Ash Lee Jefferson School using a combination of the existing building infrastructure and building automation system combined with a new proactive energy management system.

Ash Lee Jefferson Elementary is a 5,850 m<sup>2</sup> (63,000 ft<sup>2</sup>) two storey brick building which opened in 1999.

The building currently uses oil-fired hot water heaters feeding the following three zones:

1. Perimeter heating
2. Air handling unit heat exchanger
3. Indirect domestic hot water storage

Currently, the perimeter heating loop has a 3 – way valve which allows for the heating loop to be reset based on demand and current outside air temperature. The water is circulated through the building to each of the rooms using a pair of circulators (lead/lag). Each room has a temperature sensor and a pneumatic zone valve modulated by the building automation system via an electro-pneumatic transducer. Each room has a dedicated occupied temperature set point with a global unoccupied temperature set back.

The zone for the air handling unit supplies a glycol heat exchanger via an existing 3-way valve used for temperature reset. The glycol loop services two air handling unit coils (Classrooms and Gym). There are pumps with variable speed drives on both the water side and the glycol side of the heat exchanger. Each air handling unit coil has a dedicated circulator pump and 3-way valve at the coil.

The indirect domestic hot water storage tank temperature is maintained by starting and stopping a circulator pump on demand.

Both of the gym and classroom air handling units are 100% outdoor air systems with variable speed drives on both the supply and exhaust fans. Each system utilizes a dedicated glycol run-around heat recovery loop for heat recovery.

The existing building automation system is an Alerton native BACnet system previous supplied and installed by Advanced Energy Management Ltd. Example system graphics are included as Appendix C.

The historical utility data from the 2016 calendar year is included as Appendix D for reference.

Warranty provisions must be indicated, if applicable.

Products shall conform to standards legislated federally and provincially.

# 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").

**3. 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.

**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; if applicable.
- (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, if applicable.
  - (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.

Halifax Regional School Board

**RFP# 3879 - APPENDIX A - CONTRACTOR INFORMATION FORM**

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

PROPONENTS HST REGISTRATION # \_\_\_\_\_

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)

## INFORMATION REQUIRED - PROPOSAL SUBMISSION

(A) How long has the firm been in operation? \_\_\_ YRS

(B) What has been the approximate annual value of Contractor work in Canada prepared by the firm in each of the past five years?

.1 2016 \$ \_\_\_\_\_

.2 2015 \$ \_\_\_\_\_

.3 2014 \$ \_\_\_\_\_

.4 2013 \$ \_\_\_\_\_

.5 2012 \$ \_\_\_\_\_

(C) Provide names of the Principals of the Firm in section F below, their professional designation and their years of experience in the design and building industry.

Principal	Years' Experience	Professional Designation/Qualification

## RFP# 3879 - APPENDIX B - TABLE OF PROPOSED FEES

Initial costs for Implementation/Installation:					
On-going / Maintenance Costs ( If applicable)	Year 1	Year 2	Year 3	Year 4	Year 5





**Alarm**

VFD Alarm

Comp. Low Air

**Alarm**

Freezestat

S/F Alarm

R/F Alarm

Alarm Reset

Pump P-6

Pump P-7

**AHU Mode**

Occupied Mode  ▼

Warmup Mode

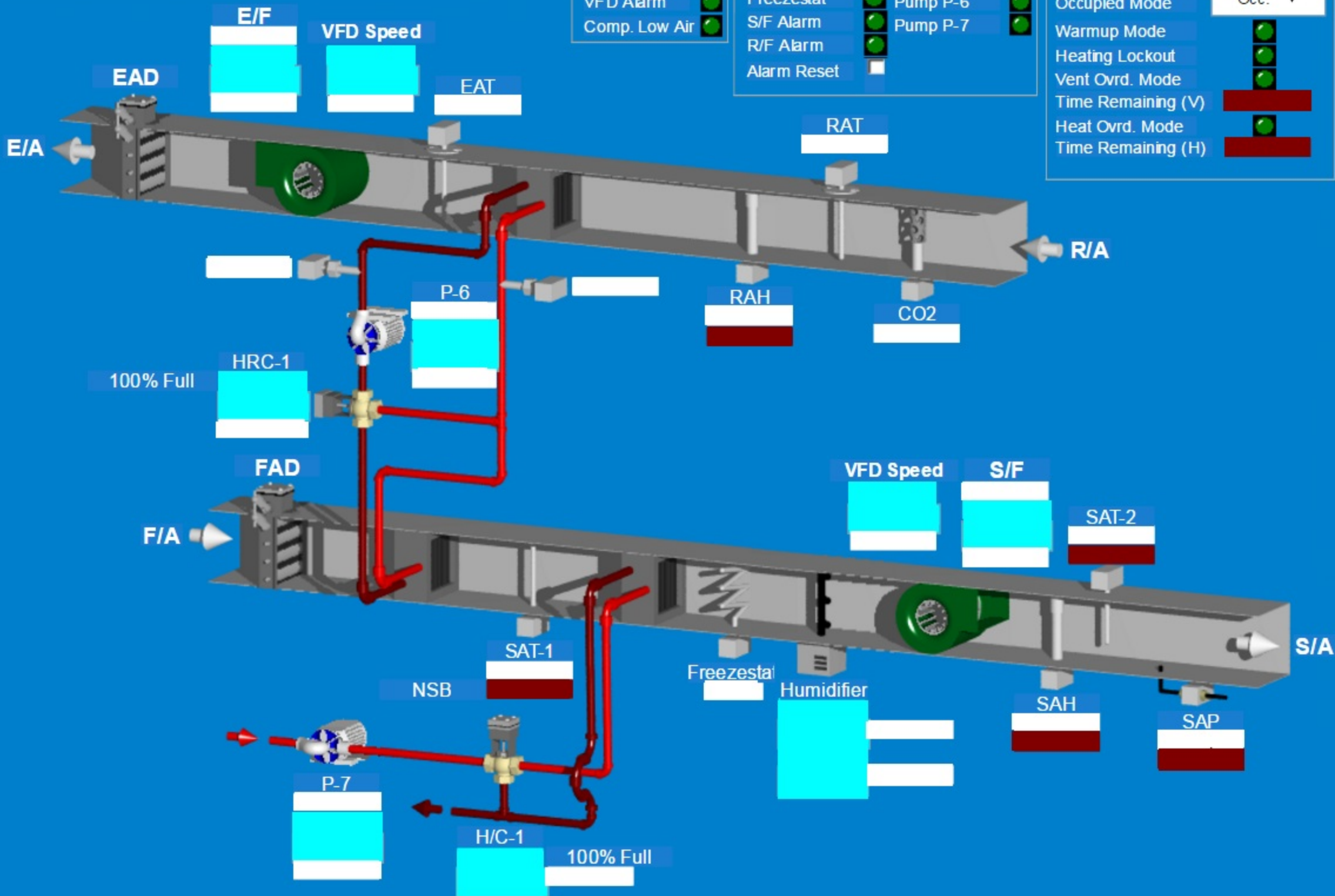
Heating Lockout

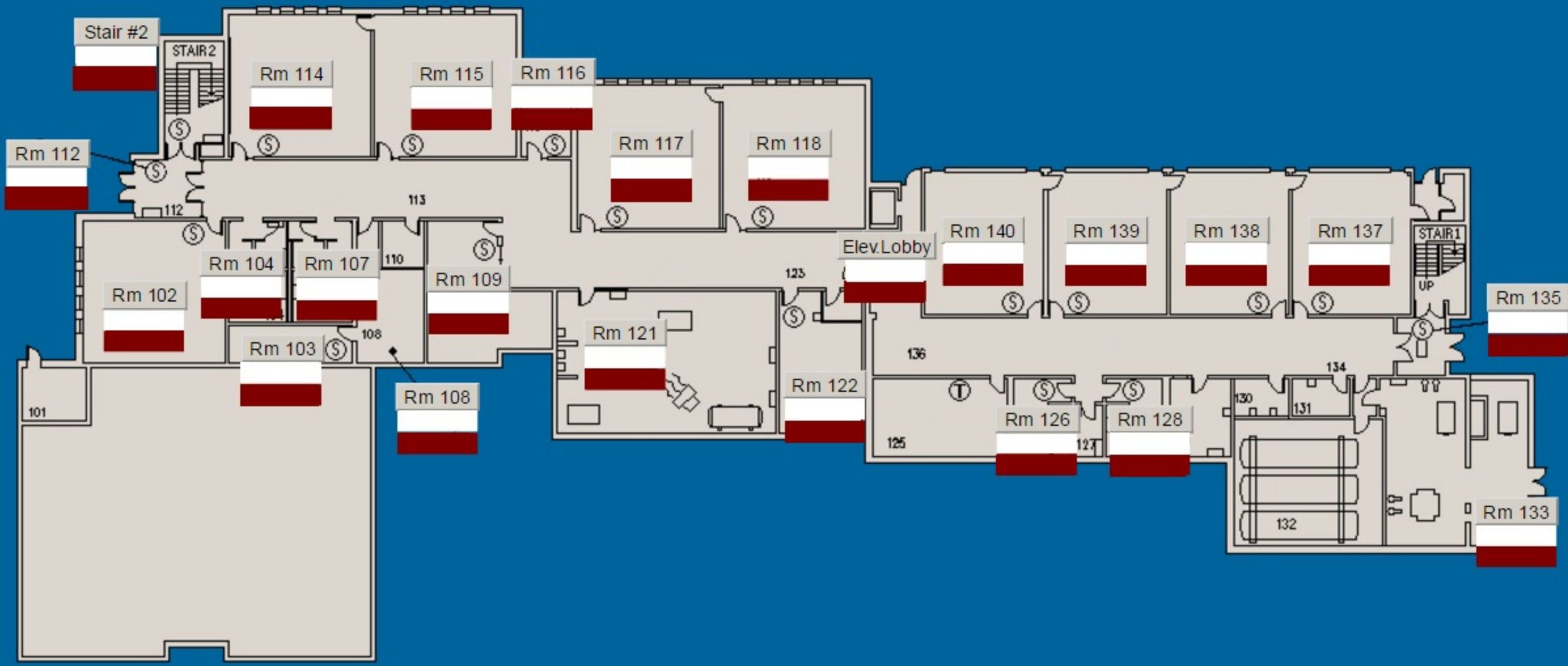
Vent Ovr. Mode

Time Remaining (V)

Heat Ovr. Mode

Time Remaining (H)





**APPENDIX "D" - Historical Utility Data**

<b>Ash Lee Jefferson - Historial Electrical Usage</b>		
<b>Period</b>	<b>Monthly Consumption (kWh)</b>	<b>Peak Monthly Demand (kW)</b>
Jan-16	32040	140
Feb-16	31680	103
Mar-16	35280	103.7
Apr-16	38160	103
May-16	34200	120.6
Jun-16	35280	92.9
Jul-16	35280	100.8
Aug-16	18360	91.1
Sep-16	29160	81
Oct-16	34560	93.6
Nov-16	31680	106.2
Dec-16	36720	101.2

<b>Ash Lee Jefferson - Historial Oil Deliveries</b>	
<b>Period</b>	<b>Monthly Qty (L)</b>
Jan-16	11660
Feb-16	19267.8
Mar-16	18424.1
Apr-16	16108.7
May-16	11248.6
Jun-16	1983
Jul-16	0
Aug-16	0
Sep-16	11141.3
Oct-16	9070.9
Nov-16	11051.6
Dec-16	15074.1