

Halifax Regional Centre For Education

Purchasing Division

TENDER # 3973

Portable Fire Extinguisher Inspections

Addendum #2

July 23rd, 2018

11:00 A.M.

From: Don Walpola, Buyer

To: Bidders

Pages: 1 including cover

Phone: 464-2000(ext. 2223)

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

Clarification:

Appendix F is titled as 'Fire Alarm Emergency Lighting Report Naming Convention'

The correct title for Appendix F should read as 'Portable Fire Extinguisher Report Naming Convention'.

The details provided in Appendix F is accurate and relevant to the Portable Fire Extinguisher tender.

End of Addendum #2

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

Halifax Regional Centre For Education

Purchasing Division

TENDER # 3973

Portable Fire Extinguisher Inspections

Addendum #1

July 17th, 2018

03:45 P.M.

From: Don Walpola, Buyer

To: Bidders

Pages: 1 including cover

Phone: 464-2000(ext. 2223)

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

Clarification:

In regards to pricing, please ensure your pricing in Appendix E aligns with the inspection schedule provided within the tender package. Year one, is a partial year from August 1st, 2018 – March 31st 2019. Please ensure that pricing is only indicated for Year 1 for the locations that require an annual inspection during that 8 month period.

End of Addendum #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

HALIFAX REGIONAL CENTRE FOR EDUCATION

TENDER #3973 PORTABLE FIRE EXTINGUISHER INSPECTIONS

Closing Date:

THURSDAY, JULY 26, 2018

Closing/Opening Time:

2:00:00 P.M. (ADT)

Closing Location:

Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, N.S. B3B 1X7

Purchasing Contact:

Don Walpola, Buyer
Tel: (902) 464-2000 #2223
Fax: (902) 464-0161
Email: dwalpola@hrsb.ca

School Locations:

Listed by Region in Appendix "E"

Operations Contact:

Ron Curran, Manager, Regulatory Compliance
Tel: (902) 464-2000 #5114
Email: rcurran@hrsb.ca

To obtain documents:

Download tender documents in .pdf format from the HRCE's Website:

<http://www.hrsb.ca/about-hrsb/financial-services/purchasing/tenders/tender-listing>

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1.0 **GENERAL**

The Halifax Regional Centre for Education (HRCE) is seeking bid submissions from qualified contractors for the supply of materials, labour, equipment and services necessary to provide **portable fire extinguisher inspection services** in buildings owned and operated by the HRCE as described in Section 2.0 of this document, Scope of Work. Requirements of this document are based on the National Fire Code (NFC) of Canada 2015, and as modified by the Nova Scotia Fire Safety Act and Regulations. Various other codes referenced by the NFC may apply to this document – please see Section 2.1 for more information.

1.1 **INSTRUCTIONS TO BIDDERS**

TENDER SUBMISSION:

- (a) The HALIFAX REGIONAL CENTRE FOR EDUCATION (HRCE) will receive offers in the form of a bid from Contractors which is signed, and received on or before the date and time specified on the cover sheet of this document. The HRCE deems the correct time to be the time indicated on the phone clock on the Receptionist's desk at 33 Spectacle Lake Drive. Offers submitted after the closing time/date shall be considered non-compliant and returned to the bidder unopened.
- (b) Bidders must **submit one original hardcopy of the enclosed tender documents, as well as one electronic excel copy of the pricing breakdown Appendix E "Portable Fire Extinguisher Inspections Pricing" on a portable flash drive. Bidders are to email dwalpola@hrsb.ca for the electronic template.**

Each item on the tender form must be completed unless noted otherwise. Bids must be signed by an authorized representative of the Service Provider. Incomplete bids may be rejected. Bids **must** be submitted on or before the advertised time and date in a sealed envelope clearly marked:

Tender #3973 Portable Fire Extinguisher Inspections

- (c) It is the responsibility of the bidder to ensure their submissions are received by the HRCE on time. Emailed/faxed bids will not be accepted.

- d) Bids will be opened at the time indicated on the cover sheet of this document. As of April 1, 2014 public tender openings are no longer held for any tenders relating to goods, services or construction for HRCE. A list of tenderers and bid amounts will be posted on the Procurement Services website:
<http://novascotia.ca/tenders/tenders/ns-tenders.aspx> shortly following the closing of the tender. All bid submissions are subject to evaluation after opening and before award of contract. The winning bidder and award amount will be posted on the Procurement Services website after award.
- e) In the event that the HRCE Central Office is closed due to inclement weather or for any other reason on the date and at the time of closing, the Closing Date and Time will be extended one (1) business day. Bidders should note that closure of Schools does not necessarily mean closure of the HRCE's Central Office.

1.2 **CONDITIONS OF TENDER**

- a) No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the HRCE or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.
- b) Any changes to this tender or specifications shall be stated by the HRCE in writing. All correspondence, inquiries, instructions, etc. in connection with the tender shall be made through the central office of the Halifax Regional Centre for Education, c/o the Buyer as listed on the cover sheet of this document.
- c) Notify Don Walpola, Buyer, by email to dwalpola@hrsb.ca no less than **five (5)** business days before Tender Closing regarding any questions, omissions, errors or ambiguities found in the Contract Documents. If HRCE determines that correction, explanation or interpretation is necessary, a reply will be in the form of an addendum, a copy of which will be posted on the novascotia.ca/tenders and/or HRCE website as applicable. It is the responsibility of the Bidder to ensure all addenda are received and acknowledged.

Addenda will be issued no less than three (3) business days before the tender closing date and time, and will form part of the Contract Documents. Addenda cover letters must be signed and attached to the tender documents.

- (d) The Vendor is responsible for obtaining all provincial, municipal and other permits as required for the work, and shall adhere to all regulations from regulatory bodies, including the National Building Code, 2015. They shall pay all fees for these permits. Sub-trades are responsible for obtaining permits and following regulations as they affect their work.

- (e) Invoices must be submitted to: Halifax Regional Centre for Education
C/o Accounts Payable
33 Spectacle Lake Drive,
Dartmouth, NS B3B 1X7
- f) Invoicing and Payment:
1. A purchase order will be issued after the formal award of the contract. The service provider must quote the purchase order number on all invoices relating to this contract.
 2. All contract invoices must comply with the amounts outlined on the purchase order, and must not be combined on the same invoice with other work or repairs that may fall outside the contract.
 3. HRCE will not short-pay an invoice in the event there is a discrepancy with the amount billed. Any invoices found to be incorrect will not be paid and will be returned to the service provider for revision.
 4. Payment terms will be considered as net 30 days from invoice date.
- (g) Bidders or their employees MUST NOT be employees of the Halifax Regional Centre for Education.
- (h) The bidder must comply with Nova Scotia Fire Safety Act and all Municipal Regulations, Ordinances and other laws including the Occupational Health and Safety Act.
- (i) Persons or firms submitting tenders shall be actually engaged in the line of work required by the specifications.
- (j) If applicable, a bidder shall list, in the space provided in Section 3.3, the names of the sub-contractors they propose to use with each sub-contractor's tender price. A change in sub-contractors from this list will require permission in writing from the HRCE.
- (k) Except as modified by Addenda, the successful service provider will be held to furnish under this tender all work as specified.
- (l) The service provider shall save and indemnify the Halifax Regional Centre for Education against all costs which the HRCE may sustain or incur by reason of any act or omission of the service provider or its agents or sub-contractors.
- (m) Property loss and/or damage that occurs during the course of work or caused by negligence on the service provider's part during the course of the work shall be

reported by HRCE Operations Services to the School Insurance Program (SIP) office. Adjusters may be assigned to manage restoration of damaged, defaced or stolen HRCE property. The service provider shall be responsible for all costs to repair or replace property of the HRCE which has been damaged, defaced or stolen during the course of the contract.

(n) **The term of the contract will be a 32 month period commencing August 1, 2018, and ending March 31, 2021.** There will be an option to extend for two (2) additional one (1) year terms at the sole discretion of the HRCE.

(o) Contract pricing will be required on the Tender Form by HRCE fiscal year, matching the corresponding breakdown on Appendix E per location.

Year 1: August 1, 2018 to March 31, 2019 (partial year)

Year 2: April 1, 2019 to March 31, 2020

Year 3: April 1, 2020 to March 31, 2021

The extension options (if exercised) will follow the same fiscal pattern as identified above.

(p) Time and Material costs must be provided as listed in Section 3.6.

(q) **HRCE Discretion**

The Bidder hereby acknowledges that:

a) HRCE shall have the right to reject any or all Tenders for any reason, or to accept any Tender which HRCE in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Tender will not necessarily be accepted and HRCE shall have the unrestricted right to:

i) accept any Tender, and in the event it only receives informal, non-conforming or qualified Tenders with respect to this Tender, accept any such Tender; or

ii) accept a Tender that is not the lowest price;

iii) reject a Tender that is the lowest price even if it is the only Tender received;

iv) reject any Tender that contains any irregularities, informalities, conditions or qualifications;

v) reject any Tender that is not accompanied by the required tender security documents or signed addendum cover pages;

iv) reject any Tender that is not properly signed by or on behalf of the

Bidder;

- vi) reject any Tender that contains an alteration in a quote that is not initialed by or on behalf of the Bidder;
 - vii) reject any Tender that is incomplete or ambiguous; or,
 - viii) reject any Tender that does not strictly comply with submission requirements or any other requirements contained in these instructions.
- b) HRCE reserves the right to consider, during the evaluation of Tenders:
- i) information provided in the Tender itself;
 - ii) information received in response to enquiries of credit and industry references set out in the Tender;
 - 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 HRCE's requirements and specifications;
 - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Tender or otherwise,
 - vii) splitting the Tender and Project Scope into multiple parts and accepting Tenders (or portions thereof) from more than one Bidder;
 - viii) rejecting Bidder's recommendation of a Subcontractor or any other third party associated with the Tender and jointly along with the Bidder, determine alternate acceptable third parties; and,
 - x) any other consideration in HRCE's discretion.
- c) HRCE may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Tender, the Bidder acknowledges the HRCE's rights under this Section and absolutely waives any right or cause of action against HRCE and its employees, agents or Trustees by reason of HRCE's failure to accept the Tender submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise.

(r) **Limitation of Liability**

The bidder, by submitting a bid to this Tender, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this Tender 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 HRCE whatsoever, whether for costs, damages or expenses incurred by the Bidder in preparing its Tender, in participating in this tender process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this tender and any resulting process, discussions or negotiations.

1.3 **OTHER REQUIREMENTS**

- (a) The bidder must provide with the submitted tender document a certificate indicating the completion of the Nova Scotia Construction Safety Association's Construction Safety Program or other safety audit program acceptable to Workers Compensation Board.
- (b) The bidder must provide with the submitted tender document a letter showing they are in good standing with the Worker's Compensation Board.
- (c) **Bid Security:** Bidders **must** submit bid security in the amount of 10% of the **1st Year Contract Price** (excluding HST) in the form of a Certified Cheque or a Bid Bond. The certified cheque of the successful bidder will be returned after the award is finalized and the contracts have been signed.

The certified cheques of the unsuccessful bidders will be returned to them after the contracts have been signed, or previous to such time, at the discretion of the HRCE.

- (d) The bidder must provide with the submitted tender document, an insurance certificate showing proof of:
 - Commercial General Liability insurance, including but not limited to, products liability and completed operations, owners and contractors liability, endorsement, independent contractor, cross liability, employers contingent liability, personal & advertising injury liability, contractual liability, owner's and contractor's protective liability, broad form property liability for a **limit of no less than \$5,000,000 per occurrence**
 - Pollution Coverage for a limit of \$1,000,000 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;
 - It is also agreed that the above insurance coverage is primary & non-contributory and please include a waiver of subrogation.

Upon award, The Halifax Regional Centre for Education **MUST** be named as "additionally insured" pertaining to the work for this project. Furthermore, Halifax Regional Centre for Education **MUST** receive at least thirty (30) days' notice of cancellation or modification of the above insurance. The successful proponent shall secure and maintain the insurance as noted above at its expense during the term of the contract.

- (e) The bidder must provide with the submitted tender document a completed copy of the attached safety plan information sheet. The service provider prior to commencement of work, must have a safety plan in place for use by service provider personnel regarding potential hazards and work practices specific to the site.
- (f) Bidders are advised that, as per the Halifax Regional Centre for Education Tobacco Free Schools and Workplace Policy, the HRCE endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits tobacco possession for persons under the age of 19 and declares that no person shall smoke in schools, school board offices or on school grounds.
- (g) **HRCE 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 HRCE 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. By checking the "Agreed" box at the bottom of clause 3.4 below you are confirming that you understand and will abide by this mandatory HRCE requirement. Failure to comply with this requirement may result in immediate contract termination.**

1.4 AMENDMENTS OR WITHDRAWAL OF TENDER PRIOR TO BID CLOSING

- (a) Amendments to the submitted offer will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and executed the offer.
- (b) The Tender may be amended or withdrawn by post or facsimile to the confidential Buyer fax – 902-464-0161.
- (c) Clearly indicate on the fax transmission or submitted envelope, whether your correspondence is an amendment or withdrawal and the title marked clearly of the tender reference number. Sign as required for tender, and submit to the address listed under closing location on the cover of this document. Faxes may be sent to Don Walpola, Buyer, at 902-464-0161.

1.5 THE CONTRACT

1.5.1 Binding Effect of Proposal and Contract Finalization

The Bidder hereby acknowledges that its Tender constitutes a contract with HRCE, and the terms and conditions of this Tender and the bidder response (with the Tender 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 HRCE that the Bidder's Tender is rejected as unsatisfactory; or
- b) issuance by HRCE of its purchase order (PO) to the Bidder with respect to this Tender, and upon such issuance, the Bidder shall be regarded as the Service Provider hereunder; or
- c) execution of the Contract by both HRCE and the Bidder; or,
- d) written notice from HRCE that it has entered a Contract with a Service Provider and that the Bidder has been unsuccessful under this Tender.

1.5.2 Contract Documents

1.5.2.1 The attached sample service agreement (APPENDIX A) 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 your bid response.

1.5.2.2 The Contract the Service Provider will have with the HRCE, if awarded, will include:

- a) such further documentation as may be negotiated and executed by the HRCE and the Service Provider;
- b) this Tender and all of its Schedules, including without limitation any award letter and PO issued by HRCE to the Contractor, and any revisions, amendments or additional documents made thereto, if any; and,
- c) the Tender, in its entirety and all promises made in the tender will be deemed covenants in the Contract and all information, representations and warranties made in the Tender will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRCE of any additional or formal documents prepared by the HRCE.

1.5.2.3 For the purposes of evaluation and interpretation of Tenders, in the case of conflicts, discrepancies, errors or omissions between this Tender and any documentation issued or executed pursuant to Section 1.5.1, and the Tender, this Tender and such documentation shall take precedence over the Bidder response.

1.6 Your Contractual Terms

1.6.1 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 HRCE's acceptance of your bid.

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

2.0 SCOPE OF WORK

The successful bidder will be held to provide qualified personnel to perform testing, inspection, maintenance, repair and reporting services for all portable fire extinguisher devices, at the Halifax Regional Centre for Education locations described in Appendix E of this document. Please note that Public-Private Partnership (P3) locations are currently not included in the scope of this tender. The HRCE reserves the right to amend the contract to add/delete locations for service as buildings come under/are removed from HRCE ownership in future years.

The locations of all fire extinguishers for each building are listed in the Fire Safety Maintenance Log (located in the main office of every school). The successful service provider is encouraged to make recommendations for more strategic placement for extinguishers. There are a few different types of fire extinguishers found in HRCE schools; ABC (Dry Chemical), CO2 (Carbon Dioxide), A and K.

The service provider shall always report to the main office at the start of each visit, indicate who they are, and sign in to the school guest log under Maintenance, which is located in every main office.

NOTE 1: The number of portable fire extinguisher devices listed by location in Appendix D have been updated to the best of HRCE's ability however this list may not be 100% accurate. Therefore, bid amounts shall be considered applicable as long as the counted devices are within 10% of the number listed per location in Appendix D. Revision of costs post award for inspection of devices above or below the listed number shall be based on the average of the costs to inspect all the devices for the affected site.

NOTE 2: **At the end of every test/inspection**, the technician **MUST** sign in the Halifax Regional Centre for Education Fire Safety Maintenance Log located in the main office at each school. The appropriate sections **MUST** be completed and signed off, including the date of the test/inspection.

2.1 **Portable Fire Extinguisher Inspection Code Requirements**

The service provider shall ensure that the HRCE portable fire extinguishers are maintained, inspected, serviced, tested, cleaned, and adjusted in conformance with the National Fire Code (NFC) of Canada 2015, and as modified by the Nova Scotia Fire Safety Act and Regulations. Various other codes referenced by the NFC may apply to this document as follows: NFC 6.2.1.1 and NFPA 10.

2.2 **Electronic Reporting Requirements**

- a) After each annual portable fire extinguisher inspection, an electronic report for each school must be submitted via email. Hard copy reports are not required. The file format for these reports **must** be **extractable text Adobe Acrobat** and the service provider is responsible to ensure that the file name for each report follows the exact file naming convention as indicated in Appendix F.

Example: 212-YYYYMM-A.J. Smeltzer-Portable Extinguishers

If this inspection was completed in August 2018 then the file name should be: 212-201808-A.J. Smeltzer- Portable Extinguishers

Upon contract award, HRCE email contact information related to the direction of reports will be supplied to the successful service provider.

- b) The Service Provider will be required to provide the electronic copy of ALL inspection reports (in true electronic format), no later than 30 days after each test/inspection has been completed. Failure to do so may result in the cancellation of the contract between the HRCE and the Service Provider. **The corresponding invoice related to each inspection will NOT be paid until the electronic report has been received and reviewed.**
- c) All annual inspections and reports for schools ***due in March***, as identified within the inspection schedule Appendix D, shall be completed and their respective reports submitted to HRCE prior to March 31st. The corresponding invoices for these March inspections **must be dated March 31st** and received by HRCE no later than April 30th each year.
- d) **Minimum Report Content:**
- a) Date of inspection and name of technician.
 - b) List of all portable fire extinguishers and the location of each device.
 - c) List of the testing/inspection results and any deficiencies - When recording deficiencies on the inspection report it shall be noted the type of device and its location and the status - whether corrected or if remains outstanding.

Upon award, the successful service provider will be required to submit a sample report template to the HRCE Regulatory Manager for review.

2.3 **Deficiencies and Repairs**

- a) Record all conditions and deficiencies from the inspection (note whether corrected or outstanding) on the portable fire extinguisher inspection report. When recording deficiencies on the inspection report the type of device and its location must be noted.
- b) **Deficiencies that require repair in order to remediate a life safety risk must be communicated to HRCE Operations Services Department immediately upon discovery. As per NFPA 10, when a fire extinguisher is taken out of service an identical (type & weight) replacement has to be left in its designated place.**
- c) Pricing for additional repairs (if needed) shall correspond to the pricing indicated in Section 3.6 - Time and Material Prices.
- d) Replacement parts shall be of equal or better quality. If a repair is estimated to be over \$500.00 the service provider **must** contact the appropriate Regional Manager for approval to proceed.
- e) **Invoicing for extra repairs/deficiencies:** If upon inspection it is found that extra work is required to repair/replace items due to a deficiency, the service provider must contact the respective HRCE Regional Supervisor to request a separate work order to be referenced for those repairs/charges. A list of regional supervisors and their contact information will be provided upon award to the successful service provider.

Extra repairs/materials must not be included on the same invoice relating to the annual contract inspection. As previously indicated in Section 1.2 (f) - Any invoices found to be incorrect will not be paid and will be reported back to the service provider for revision.

2.3 **SITE VISITS**

- (a) The successful bidder will be expected to familiarize themselves with existing sites 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 failure to perform inspections.
- (b) ~~A mandatory bidder's information session will be held as per the information on the cover sheet.~~ **Not applicable to Tender #3973**

3.0 BIDDER DECLARES/AGREES:

3.1 Bidder Declares:

- (a) That this tender was made without collusion or fraud.
- (b) That the proposed work was carefully examined.
- (c) That the bidder is familiar with local conditions.
- (d) That contract documents and attachments were carefully examined.
- (e) That all the above were taken into consideration in preparation of this tender.

3.1 Bidder Agrees:

- (a) To enter into a contract to supply all labour, material and equipment and to do all work necessary to complete the Work as described and specified herein for the prices as per the Form of tender, Schedule of Prices, Article 3.5.
- (b) That this tender is valid for acceptance for 90 days from the time of tender closing.
- (c) That failure to enter into a formal contract and give specified documents within time required will constitute grounds for forfeiture of this agreement.
- (d) I/WE certify that the company listed herein is in good standing with the City of Halifax Tax Collector and all Municipal, Provincial and Federal Tax Agencies. Failure to complete this certification and maintain this status will be cause for rejection of your tender and/or cancellation of any contractual undertaking with the HRCE. We further agree with and accept the terms set out in this tender document.

Halifax Regional Centre for Education

3.1 Tender Form

TENDER #3973
Portable Fire Extinguisher Inspections

FIRM _____

ADDRESS _____

E-MAIL ADDRESS _____

POSTAL CODE _____ PHONE _____ FAX _____

NAME OF PERSON SIGNING FOR FIRM _____

POSITION OF PERSON SIGNING FOR FIRM _____

I/WE, the undersigned, having carefully examined the **#3973 Portable Fire Extinguisher Inspections** tender documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the **#3973 Portable Fire Extinguisher Inspections** documents, which form part of this tender.

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

DATE

AUTHORIZED SIGNATURE

3.2 REFERENCES:

The Bidder 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.

Contact Name & Phone #	Date	Contract Value
_____ from _____	to _____	_____
_____ from _____	to _____	_____
_____ from _____	to _____	_____
_____ from _____	to _____	_____

3.3 SUB CONTRACTORS:

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

Subcontractor/Suppliers/Manufacturers	Service/Material

3.4 **CONTRACT PERSONNEL:**

The tender 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

HRCE is directly responsible for the safety of its students and staff. Should service providers be required to work in or on school property while children are present, it is a MANDATORY HRCE REQUIREMENT that service providers 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 HRCE requirement. ***Agreed***

3.5 **SCHEDULE OF PRICES**

Bidders are to complete the electronic version of Appendix E which details the unit pricing for each location. The totals in Appendix E **must** match the annual lump fixed pricing that the bidder will indicate in Section 3.7 – Lump Fixed Price. (Bidders to request electronic copy of Appendix E from Don Walpola, Buyer, at dwalpola@hrsb.ca)

**** Bidders must bid on all locations.**

3.6 **TIME AND MATERIAL PRICES:**

Provide unit prices for time and materials for items outside of the base scope of work of annual inspections. These prices shall not be included within the lump fixed prices and will be added only and at the sole discretion of the HRCE.

Indicate pricing to supply & install new unit with hanger (includes disposal of old unit)	Year 1	Year 2	Year 3	Year 4 (Optional)	Year 5 (Optional)
20 lb CO2					
15 lb CO2					
10 lb CO2					
5 lb CO2					
20 lb ABC					
15 lb ABC					
10 lb ABC					
5 lb ABC					
5 lb Williams ABC					
10 lb Ansul ABC					
K-Class 10 lb ABC					
D-Chem. 6 litre					
Minimum callout rate (per call)					
Mileage rate (per km)					

3.7 **LUMP FIXED PRICE**

The lump fixed prices submitted shall be all-inclusive and shall include for all the general and special requirements to meet the specifications of the work. **Do not include HST in your pricing.**

Portable Fire Extinguisher Inspections: _____

(Total for all sites on Appendix E)

Year 1* – Aug 1, 2018 - Mar 31, 2019 \$ _____

Year 2 – Apr 1, 2019 - Mar 31, 2020 \$ _____

Year 3 – Apr 1, 2020 - Mar 31, 2021 \$ _____

Optional Yr. 4 – Apr 1, 2021 - Mar 31, 2022 \$ _____

Optional Yr. 4 – Apr 1, 2022 - Mar 31, 2023 \$ _____

(*Year 1 is a partial year as explained in Section 1.2 item O.)

BIDDERS HST REGISTRATION NO. _____

3.8 **SIGNATURE:**

SIGNED

in the presence of:

Witness

CONTRACTOR

Company name

Signature of Signing Officer

Name and Title (printed)

Date

APPENDIX "A"

SAMPLE FORM OF CONTRACT

NOTE: THIS DRAFT FORM OF CONTRACT IS A VERSION THAT SHALL BE ISSUED TO OR EXECUTED BY THE SUCCESSFUL PROPONENT PURSUANT TO THE TERMS OF THIS TENDER. IT IS NOT TO BE EXECUTED AND RETURNED BY THE BIDDER AS PART OF ITS PROPOSAL.

AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the *XX day of MONTH A.D. 2018*.

BETWEEN:

THE HALIFAX REGIONAL CENTRE FOR EDUCATION

(the "HRCE")

OF THE FIRST PART

- and -

SERVICE PROVIDER'S NAME

(the "Service Provider")

OF THE SECOND PART

RECITALS

WHEREAS the HRCE has analyzed its needs and requirements for ***PORTABLE FIRE EXTINGUISHER INSPECTIONS***;

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

AND WHEREAS the HRCE submitted the TENDER to a number of companies capable of providing ***PORTABLE FIRE EXTINGUISHER INSPECTIONS***;

AND WHEREAS ***SERVICE PROVIDER'S NAME*** provided a detailed response to TENDER #3973 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS ***SERVICE PROVIDER'S NAME*** in the Response made certain representations with respect to its capabilities.

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

SCOPE OF WORK

- 1.0 The services to be performed by the Service Provider for the HRCE are outlined in the Scope of Work, of TENDER #3973, a copy of which is attached to this Agreement as Schedule A.
- 1.1 The services outlined in Schedule A may be adjusted from time to time by mutual agreement between the HRCE and the Service Provider.

TERM

- 2.0 This Agreement shall be in effect from and including the **1ST day of AUGUST, 2018 and shall continue for 32 months until 31st of MAR 2021, with two (2) one (1) year options for renewal at the discretion of the HRCE**, unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

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

PAYMENT PROCEDURE

- 4.0 Invoices shall be submitted by the Service Provider to: **Aaron Sullivan, Manager of Accounting & Purchasing, Halifax Regional Centre for Education, 33 Spectacle Lake Drive, DARTMOUTH NS B3B 1X7**
- 4.1 Upon determining that the work evidences completion by the Service Provider of the portion of the Agreement to which the invoice relates, the HRCE shall cause the invoice to be paid.

WITHHOLDING PAYMENT

4.0 The HRCE shall be entitled to withhold payment to the Service Provider:

(a) Where there is unsatisfactory performance of the services to be performed by the Service Provider as described under articles 1.0, 3.0 and 5.1 of this Agreement;

(b) For any portion of the invoice which the HRCE disputes;

(c) To the extent necessary to protect the HRCE in respect of any liability for amounts required to be paid by the Service Provider 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 HRCE; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the Service Provider, then the HRCE shall notify the Service Provider of the circumstances surrounding the unsatisfactory performance of the services rendered and the Service Provider 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 Service Provider by the HRCE 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 Service Provider inclusive of all costs incurred by the Service Provider in hiring other employees to perform the services under this Agreement.

INDEPENDENT SERVICE PROVIDER

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

WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS

- 8.0 The Service Provider shall pay or cause to be paid any assessment or contribution required to be paid by the Service Provider 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 HRCE for any amounts assessed against and paid by the HRCE as a result of the failure by the Service Provider to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.1 The Service Provider shall be responsible to deduct from the payments received from the HRCE, the amount, if any, of the Service Provider's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

TAXES

- 9.0 The Service Provider 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 HRCE shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Service Provider 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 Service Provider does not invoice the HRCE for the goods and services tax, the Service Provider shall indicate on the invoice the basis upon which the Service Provider is exempt from the obligation to collect and remit the goods and services tax.

INSURANCE

- 10.0 The Service Provider 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, including but not limited to, products liability and completed operations, owners and contractors liability, endorsement, independent contractor, cross liability, employers contingent liability, personal & advertising injury liability, contractual liability, owner's and contractor's protective liability, broad form property liability for a **limit of no less than \$5,000,000 per occurrence** & Pollution Coverage for a limit of \$1,000,000 per occurrence.
- 10.1 The Service Provider 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 HRCE shall be provided to the HRCE prior to the date of the commencement of this Agreement.
- 10.5 In the event of default on the part of the Service Provider to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Service Provider shall be liable to the HRCE, and shall indemnify and save harmless the HRCE for any costs that may be incurred as identified under article 11.

INDEMNIFICATION

- 11.0 The HRCE shall indemnify and save harmless the Service Provider, 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 HRCE, its employees and agencies in the performance by the HRCE of this Agreement.
- 11.1 The Service Provider shall indemnify and save harmless the HRCE, 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 Service Provider, his employees and agencies in the performance by the Service Provider 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 HRCE or the Service Provider 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 HRCE at any time during the term, in whole or in part, in HRCE's sole discretion without cause or liability to Service Provider, by HRCE providing to Service Provider 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 Service Provider is incapacitated or there is some other cause which may prevent the Service Provider from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE, then the HRCE may terminate this Agreement immediately by way of providing written notice to the Service Provider in which case, the HRCE shall be under no obligation to the Service Provider except to pay such compensation as the Service Provider 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 Service Provider of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the HRCE may terminate this Agreement immediately upon providing written notice to the Service Provider 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 HRCE being under no further obligation to the Service Provider except to pay such compensation as the Service Provider may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Service Provider under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the HRCE's operations, the Director of the department affected by this agreement shall give to the Service Provider at least 24 hours written notice by facsimile, sent to the facsimile number given by the Service Provider in this Agreement, of the HRCE'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 HRCE wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the HRCE will give the Service Provider 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 Service Provider 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 HRCE 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 Service Provider for the HRCE in the performance of this Agreement, shall be the sole property of the HRCE.
- 14.1 As part of the consideration required of the Service Provider under this Agreement, the Service Provider 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 HRCE.

COMPLIANCE WITH LAWS AND POLICIES

- 13.0 In performing the services under the terms of this Agreement, the Service Provider and its employees shall comply with all of the HRCE's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.
- 14.1 If unfamiliar with HRCE policies and regulations, the Service Provider shall request, review and abide by all pertinent HRCE policies and regulations, including but not limited to, the Code of Conduct expected of employees of the HRCE.

NON-ASSIGNABILITY

- 16.0 The Service Provider 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 HRCE.

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 HRCE at:

***Aaron Sullivan, Manager of Accounting & Purchasing
Halifax Regional Centre for Education
33 Spectacle Lake Drive
DARTMOUTH NS B3B 1X7***

To the Service Provider at:

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.

SERVICE PROVIDER'S NAME	

Signing Authority Name	Date _____

Witness	

HALIFAX REGIONAL CENTRE FOR EDUCATION	

Aaron Sullivan, Manager of Accounting & Purchasing	Date _____

Witness	

CONTRACT SCHEDULE A

HRCE TENDER/RFP DOCUMENT

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

CONTRACT SCHEDULE B

CONTRACTOR'S BID RESPONSE TO TENDER

(ON FILE BY TENDER NUMBER AT HRCE PURCHASING DIVISION)

END OF SAMPLE CONTRACT

HALIFAX REGIONAL CENTRE FOR EDUCATION

Project Safety Plan Outline

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 HRCE Operations Services Regional Manager, made available on the job site and communicated to the workers.

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: _____
- HRCE # 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.

APPENDIX C

CONTRACTOR'S CHECKLIST

Enclose the following documents with your bid:

- 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. ***Please ensure the certificate of insurance also includes all required coverages as specified in this tender.***
- Tentative Work Schedule (Timelines)*** – Subsequently, within five (5) business days of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.
- Bid Security*** in the form of a certified cheque or bid bond in the amount of 10% of the 1st Year Contract Price (excluding HST)
- Completed Appendix E – Inclusive of an Electronic Copy submission***
- 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.
- Completed HRCE Safety Plan***
- Applicable Warranty Information***
- All other requirements captured in this tender***

Tender #3973 - Appendix D - Portable Fire Extinguisher Schedule & Information

School	Month Inspection Due	Total # of extinguishers
A.J. Smeltzer Junior High	June	19
Admiral Westphal Elementary	February	13
Alderney Elementary	May/June	11
Ash Lee Jefferson Elementary School	May/June	29
Astral Drive Elementary	December	14
Astral Drive Junior High	December	19
Atlantic Memorial - Terence Bay Elem - Atlantic Memorial Site	September	10
Atlantic Memorial - Terence Bay Elem - Terence Bay Site	September	6
Atlantic View Elementary	October	8
Auburn Drive High	October	54
Basinview Drive Community School	May/June	21
Beaver Bank-Kinsac Elementary	June	14
Beaver Bank-Monarch Drive Elementary	June	12
Bedford Forsyth Education Centre - Bedford Campus	September	19
Bedford Forsyth Education Centre - Dartmouth Campus	December	6
Beechville Lakeside Timberlea Jr. Elementary	October	12
Beechville Lakeside Timberlea Sr. Elementary	October	14
Bel Ayr Elementary	November	9
Bell Park Academic Centre	September	10
Bicentennial School	December	18
Brookhouse Elementary	December	13
Brookside Junior High	May/June	20
Burton Ettinger Elementary	May/June	14
Caldwell Road Elementary	September	7
Caledonia Junior High	September	21
Caudle Park Elementary	June	12
Cavalier Drive School	May/June	25
Central Spryfield Elementary	May/June	13
Charles P. Allen High	May/June	33
Chebucto Heights Elementary	October	15
Citadel High	January	53

Tender #3973 - Appendix D - Portable Fire Extinguisher Schedule & Information

School	Month Inspection Due	Total # of extinguishers
Clayton Park Junior High	January	17
Colby Village Elementary	December	10
Cole Harbour District High	September	52
Colonel John Stuart Elementary	May/June	10
Crichton Park School	November	8
Cunard Junior High	October	15
Dartmouth High School	December	43
Dartmouth Operations Office & Music Centre (Major St.)	February	6
Dartmouth South Academy	September	18
Duc d'Anville Elementary	May/June	7
Duncan MacMillan High School	January	15
Dutch Settlement Elementary	October	10
East St. Margaret's Elementary	May/June	5
Eastern Shore District High	January	29
Elizabeth Sutherland	September	18
Ellenvale Junior High	April	20
Eric Graves Memorial Jr High	May	21
Fairview Heights Elementary - Annex	June	6
Fairview Heights Elementary - Main	June	9
Fairview Junior High	April	23
Five Bridges Junior High	September	33
Gaetz Brook Junior High	October	21
George Bissett Elementary	December	11
George P Vanier Junior High	June	22
Gorsebrook Junior High	May/June	18
Graham Creighton Junior High	October	27
Grosvenor-Wentworth Park Elementary	May/June	17
Halifax Central Junior High	January	15
Halifax West High	September	54
Hammonds Plains Consolidated Elementary	May/June	27
Harbour View Elementary	June	16

Tender #3973 - Appendix D - Portable Fire Extinguisher Schedule & Information

School	Month Inspection Due	Total # of extinguishers
Harold T. Barrett Junior High	June	20
Harrietsfield Elementary	September	9
Harry R. Hamilton Elementary	May/June	10
Hawthorne Elementary	December	15
Herring Cove Junior High	March	13
Highland Park Junior High	May/June	17
Hillside Park Elementary	June	12
Holland Road Elementary	June	14
Humber Park Elementary	September	7
Ian Forsyth Elementary	March	17
Inglis Street Elementary	October	15
Island View High - See note below	TBD - See note below	TBD - See note below
J.L. Ilsley High	September	31
John MacNeil Elementary	September	8
John Martin Junior High	December	18
John W MacLeod - Fleming Tower Elem - Fleming Tower Site	September	5
John W MacLeod - Fleming Tower Elem - John W. MacLeod Site	September	13
Joseph Giles Elementary	February	9
Joseph Howe School	May/June	12
Kingswood Elementary	November	21
Lakefront Consolidated Elementary	October	5
Lemarchant St. Thomas Elementary	May/June	16
Leslie Thomas Junior High	May/June	16
Michael Wallace Elementary	November	9
Millwood Elementary	June	14
Millwood High School	November	29
Mount Edward Elementary	December	11
Musquodoboit Rural High	October	21
Musquodoboit Valley Education Centre	May	20
Nelson Whynder Elementary	May/June	13
Ocean View Elementary	October	17

Tender #3973 - Appendix D - Portable Fire Extinguisher Schedule & Information

School	Month Inspection Due	Total # of extinguishers
O'Connell Drive Elementary	July	17
Oldfield Consolidated Elementary	June	5
Oxford School	May	15
Oyster Pond Academy	October	13
Porters Lake Elementary	November	20
Prince Andrew High	October	42
Prospect Road Elementary	June	12
Robert Kemp Turner Elementary	September	9
Rockingham Elementary	December	16
Rockingstone Heights School	October	20
Rocky Lake Junior High	September	28
Ross Road School	March	20
Sackville Heights Junior High	May/June	22
Sackville High	September	44
Saint Mary's Elementary	October	13
Sambro Elementary	September	10
Seaside Elementary	January	17
Shannon Park School	March	22
Shatford Memorial Elementary	June	12
Sir Charles Tupper Elementary	June	11
Sir John A. Macdonald High	May/June	40
Sir Robert Borden Junior High	December	21
Smokey Drive Elementary	May/June	9
South Woodside Elementary	May/June	13
Southdale - North Woodside Elementary - See note below	December	11
Springvale Elementary	November	10
St. Agnes Junior High	May/June	14
St. Catherine's Elementary	June	11
St. Joseph's Alexander MacKay	December	15
St. Stephen's Elementary	May/June	11
Sunnyside Elementary - Eaglewood Drive Site	October	10

Tender #3973 - Appendix D - Portable Fire Extinguisher Schedule & Information

School	Month Inspection Due	Total # of extinguishers
Sunnyside Elementary - Fort Sackville Site	September	5
Sycamore Lane Elementary	June	9
Tallahassee Community School	December	23
Tantallon Jr. Elementary	May/June	14
Tantallon Sr. Elementary	May/June	14
Upper Musquodoboit Consolidated Elementary	March	5
Waverley Memorial	September	10
Westmount Elementary	May/June	14
William King Elementary	June	16
		2227
Note 1: Island View High is currently under construction and scheduled to open Sept 2018. There will be no requirement for the successful service provider to inspect the portable fire extinguishers prior to March 31st 2018. The facility, located at 1853 Caldwell Rd, Eastern Passage, is a three storey building, 77,283 sq. feet and on municipal water. HRCE will negotiate an annual inspection price for Years 2 and 3 (and optional years) with the successful service provider once more information is available.		
Note 2: Southdale-North Woodside Elementary is closed to students, however this building will remain under HRCE ownership indefinitely and fire safety inspections are still required for this location. Upon award, contact information will be provided to allow technician to access the building.		

Tender #3973 - Appendix E - Portable Fire Extinguisher Inspection Unit Pricing

Do not include HST in your pricing

School Name	Year 1 *Partial	Year 2	Year 3	Year 4 - Optional	Year 5 - Optional
	Aug 1, 2018 - Mar 31, 2019	Apr 1, 2019 - Mar 31, 2020	Apr 1, 2020 - Mar 31, 2021	Apr 1, 2021 - Mar 31, 2022	Apr 1, 2022 - Mar 31, 2023
A. J. Smeltzer Junior High					
Admiral Westphal Elementary					
Alderney Elementary					
Ash Lee Jefferson Elementary					
Astral Drive Elementary					
Astral Drive Junior					
Atlantic Memorial - Terence Bay Elem - Atlantic Memorial Site					
Atlantic Memorial - Terence Bay Elem - Terence Bay Site					
Atlantic View Elementary					
Auburn Drive High					
Basinview Drive Community School					
BeaverBank-Kinsac Elementary					
BeaverBank-Monarch Elementary					
Bedford Forsyth Education Centre - Bedford Campus					
Bedford Forsyth Education Centre - Dartmouth Campus					
Beechville-Lakeside-Timberlea Jr. Elem P-2					
Beechville-Lakeside-Timberlea Sr. Elem 3-5					
Bel Ayr Elementary					
Bell Park Academic Centre					
Bicentennial Junior High					
Brookhouse Elementary					
Brookside Junior High					
Burton Ettinger Elementary					
Caldwell Road Elementary					
Caledonia Jr. High					
Caudle Park Elementary					
Cavalier Drive Elementary					
Central Spryfield Elementary					
Charles P. Allen High					
Chebucto Heights Elementary					
Citadel High					
Clayton Park Junior High					

Tender #3973 - Appendix E - Portable Fire Extinguisher Inspection Unit Pricing

Do not include HST in your pricing

School Name	Year 1 *Partial	Year 2	Year 3	Year 4 - Optional	Year 5 - Optional
	Aug 1, 2018 - Mar 31, 2019	Apr 1, 2019 - Mar 31, 2020	Apr 1, 2020 - Mar 31, 2021	Apr 1, 2021 - Mar 31, 2022	Apr 1, 2022 - Mar 31, 2023
Colby Village Elementary					
Cole Harbour High					
Colonel John Stuart Elementary					
Crichton Park Elementary					
Cunard Junior High					
Dartmouth High					
Dartmouth Operations Office & Music Centre (35 B Major St)					
Dartmouth South Academy P-8					
Duc d'Anville Elementary					
Duncan MacMillan High					
Dutch Settlement Elementary					
East St. Margarets Elementary					
Eastern Shore District High					
Elizabeth Sutherland P-9					
Ellenvale Junior High					
Eric Graves Junior High					
Fairview Heights Elementary - Annex					
Fairview Heights Elementary -Main					
Fairview Junior High					
Five Bridges Junior High					
Gaetz Brook Junior High					
George Bissett Elementary					
Georges P. Vanier Junior High					
Gorsebrook Junior High					
Graham Creighton Junior High					
Grosvenor-Wentworth Elementary					
Halifax Central Junior High					
Halifax West High					
Hammonds Plains Consolidated Elem					
Harbour View Elementary					
Harold T. Barrett Elementary					
Harrietsfield Elementary					
Harry R. Hamilton Elementary					
Hawthorn Elementary					
Herring Cove Junior High					
Highland Park Junior High					

Tender #3973 - Appendix E - Portable Fire Extinguisher Inspection Unit Pricing

Do not include HST in your pricing

School Name	Year 1 *Partial	Year 2	Year 3	Year 4 - Optional	Year 5 - Optional
	Aug 1, 2018 - Mar 31, 2019	Apr 1, 2019 - Mar 31, 2020	Apr 1, 2020 - Mar 31, 2021	Apr 1, 2021 - Mar 31, 2022	Apr 1, 2022 - Mar 31, 2023
Hillside Park Elementary					
Holland Road Elementary					
Humber Park Elementary					
Ian Forsyth Elementary					
Inglis Street Elementary					
Island View High - See Note 1 below	N/A	TBD	TBD	TBD	TBD
J. L. Ilsley High					
John MacNeil Elementary					
John Martin Jr High					
John W. MacLeod - Fleming Tower - Fleming Tower					
John W. MacLeod - Fleming Tower - John W. MacLeod					
Joseph Giles Elementary					
Joseph Howe Elementary					
Kingswood Elementary					
Lakefront Consolidated Elementary					
LeMarchant-St. Thomas Elementary					
Leslie Thomas Junior High					
Michael Wallace Elementary					
Millwood Elementary					
Millwood High School					
Mount Edward Elementary					
Musquodoboit Rural High					
Musquodoboit Valley Education Ctr.					
Nelson Whynder Elementary					
Ocean View Elementary					
O'Connell Drive Elementary					
Oldfield Elementary					
Oxford School P-9					
Oyster Pond Academy					
Porters Lake Elementary					
Prince Andrew High					
Prospect Road Elementary					
Robert Kempt Turner Elementary					
Rockingham Elementary					
Rockingstone Heights Elementary					
Rocky Lake Jr High					

Tender #3973 - Appendix E - Portable Fire Extinguisher Inspection Unit Pricing

Do not include HST in your pricing

School Name	Year 1 *Partial	Year 2	Year 3	Year 4 - Optional	Year 5 - Optional
	Aug 1, 2018 - Mar 31, 2019	Apr 1, 2019 - Mar 31, 2020	Apr 1, 2020 - Mar 31, 2021	Apr 1, 2021 - Mar 31, 2022	Apr 1, 2022 - Mar 31, 2023
Ross Road School P-9					
Sackville Heights Jr. High					
Sackville High					
Saint Mary's Elementary					
Sambro Elementary					
Seaside Elementary					
Shannon Park Elementary					
Shatford Memorial Elementary					
Sir Charles Tupper Elementary					
Sir John A. MacDonald High					
Sir Robert Borden Junior High					
Smokey Drive Elementary					
South Woodside Elementary					
Southdale-North Woodside Elementary					
Springvale Elementary					
St. Agnes Junior High					
St. Catherine's Elementary					
St. Joseph's Alexander McKay Elementary					
St. Stephen's Elementary					
Sunnyside Elementary - Eaglewood					
Sunnyside Elementary - Fort Sackville					
Sycamore Lane Elementary					
Tallahassee Community School					
Tantallon Jr. Elementary P-2					
Tantallon Sr. Elementary 3-5					
Upper Musquodoboit Elementary					
Waverley Memorial Elementary					
Westmount Elementary					
William King Elementary					
ANNUAL TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -

Tender #3973 - Appendix F - Fire Alarm Emergency Lighting

Report Naming Convention

School	Civic Address		File Name
A.J. Smeltzer Jr High	46 Prince St	Lower Sackville	212-YYYYMM-A.J. Smeltzer-Portable Extinguishers
Admiral Westphal Elementary	6 Fourth St	Dartmouth	123-YYYYMM-Admiral Westphal-Portable Extinguishers
Alderney Elementary	2 Penhorn Dr	Dartmouth	116-YYYYMM-Alderney-Portable Extinguishers
Ash Lee Jefferson Elementary	10 Lockview Rd	Fall River	191-YYYYMM-Ash Lee Jefferson-Portable Extinguishers
Astral Drive Elementary	236 Astral Dr	Dartmouth	130-YYYYMM-Astral Drive Elementary-Portable Extinguishers
Astral Drive Junior High	238 Astral Dr	Dartmouth	131-YYYYMM-Astral Drive Junior High-Portable Extinguishers
Atlantic Memorial - Terence Bay Elementary - Atlantic Memorial Site	3591 Prospect Rd	Shad Bay	225-YYYYMM-Atlantic Memorial-Portable Extinguishers
Atlantic Memorial - Terence Bay Elementary - Terence Bay Site	1714 Lower Prospect Rd	Terence Bay	225-YYYYMM-Terence Bay-Portable Extinguishers
Atlantic View Elementary	3391 Lawrencetown Rd	Lawrencetown	141-YYYYMM-Atlantic View-Portable Extinguishers
Auburn Drive High	300 Auburn Dr	Dartmouth	132-YYYYMM-Auburn Drive-Portable Extinguishers
Basinview Drive Community School	273 Basinview Dr	Bedford	180-YYYYMM-Basinview Drive-Portable Extinguishers
Beaver Bank-Kinsac Elementary	28 Kinsac Rd	Beaver Bank	192-YYYYMM-Beaver Bank-Kinsac-Portable Extinguishers
Beaver Bank-Monarch Drive Elementary	38 Monarch Dr	Beaver Bank	193-YYYYMM-Beaver Bank-Monarch Dr-Portable Extinguishers
Bedford Forsyth Education Ctr - Bedford	426 Rocky Lake Dr	Bedford	020-YYYYMM-BFEC Bedford-Portable Extinguishers
Bedford Forsyth Education Ctr - Dartmouth	136 Pinecrest Dr	Dartmouth	010-YYYYMM-BFEC Dartmouth-Portable Extinguishers
Beechville Lakeside Timberlea JR Elem	22 James St	Timberlea	226-YYYYMM-BLT JR -Portable Extinguishers
Beechville Lakeside Timberlea SR Elem	24 James St	Timberlea	240-YYYYMM-BLT SR -Portable Extinguishers
Bel Ayr Elementary	4 Bell St	Dartmouth	117-YYYYMM-Bel Ayr-Portable Extinguishers
Bell Park Academic Centre	4 Thomas St	Lake Echo	133-YYYYMM-Bell Park-Portable Extinguishers
Bicentennial School	85 Victoria Rd	Dartmouth	100-YYYYMM-Bicentennial-Portable Extinguishers
Brookhouse Elementary	15 Christopher Ave	Dartmouth	118-YYYYMM-Brookhouse-Portable Extinguishers
Brookside Junior High	2239 Prospect Rd	Hatchet Lake	227-YYYYMM-Brookside-Portable Extinguishers
Burton Ettinger Elementary	52 Alex St	Halifax	255-YYYYMM-Burton Ettinger-Portable Extinguishers
Caldwell Road Elementary	280 Caldwell Rd	Dartmouth	134-YYYYMM-Caldwell Road-Portable Extinguishers
Caledonia Junior High	38 Caledonia Rd	Dartmouth	119-YYYYMM-Caledonia-Portable Extinguishers
Caudle Park Elementary	35 McGee Dr	Lower Sackville	213-YYYYMM-Caudle Park-Portable Extinguishers
Cavalier Drive Elementary	116 Cavalier Dr	Lower Sackville	214-YYYYMM-Cavalier Drive-Portable Extinguishers
Central Spryfield Elementary	364 Herring Cove Rd	Halifax	244-YYYYMM-Central Spryfield-Portable Extinguishers
Charles P. Allen High	200 Innovation Dr.	Bedford	190-YYYYMM-Charles P. Allen-Portable Extinguishers
Chebucto Heights Elementary	230 Cowie Hill Rd	Halifax	245-YYYYMM-Chebucto Heights-Portable Extinguishers
Citadel High School	1855 Trollope St	Halifax	283-YYYYMM-Citadel High School-Portable Extinguishers
Clayton Park Junior High	45 Plateau Cres	Halifax	256-YYYYMM-Clayton Park-Portable Extinguishers
Colby Village Elementary	92 Colby Dr	Dartmouth	135-YYYYMM-Colby Village-Portable Extinguishers
Cole Harbour District High School	2 Chameau Cres	Cole Harbour	142-YYYYMM-Cole Harbour-Portable Extinguishers
Colonel John Stuart Elementary	5 John Stewart Dr	Cole Harbour	143-YYYYMM-Colonel John Stuart-Portable Extinguishers
Crichton Park Elementary	49 Lyngby Ave	Dartmouth	101-YYYYMM-Crichton Park-Portable Extinguishers
Cunard Junior High	121 Williams Lake Rd	Halifax	246-YYYYMM-Cunard-Portable Extinguishers
Dartmouth High School	95 Victoria Rd	Dartmouth	102-YYYYMM-Dartmouth High-Portable Extinguishers
Dartmouth Operations Office	35B Major Street	Dartmouth	016-YYYYMM-Dartmouth Teachers Center-Portable Extinguishers

Tender #3973 - Appendix F - Fire Alarm Emergency Lighting

Report Naming Convention

School	Civic Address		File Name
Dartmouth South Academy	111 Prince Arthur Ave	Dartmouth	113-YYYYMM-Dartmouth South -Portable Extinguishers
Duc d'Anville Elementary	12 Clayton Park Dr	Halifax	257-YYYYMM-Duc d'Anville-Portable Extinguishers
Duncan MacMillan High	481 Church Point Rd	Sheet Harbour	155-YYYYMM-Duncan MacMillan-Portable Extinguishers
Dutch Settlement Elementary	780 Highway 277	Dutch Settlement	172-YYYYMM-Dutch Settlement-Portable Extinguishers
East St. Margarets Elementary	8671 Peggy's Cove Rd	Indian Harbour	228-YYYYMM-East St. Margarets-Portable Extinguishers
Eastern Shore District High	35 West Petpeswick Rd	Musquodoboit Harbour	161-YYYYMM-Eastern Shore-Portable Extinguishers
Elizabeth Sutherland School	66 Rockingstone Rd	Halifax	247-YYYYMM-Elizabeth Sutherland-Portable Extinguishers
Ellenvale Junior High	88 Belle Vista Dr	Dartmouth	120-YYYYMM-Ellenvale-Portable Extinguishers
Eric Graves Memorial Junior High	70 Dorothea Dr	Dartmouth	121-YYYYMM-Eric Graves Memorial-Portable Extinguishers
Fairview Heights Elem - Annex	141 Rufus Ave	Halifax	258-YYYYMM-Fairview Heights Annex-Portable Extinguishers
Fairview Heights Elem - Main	210 Coronation Ave	Halifax	258-YYYYMM-Fairview Heights-Portable Extinguishers
Fairview Junior High	155 Rosedale Ave	Halifax	259-YYYYMM-Fairview-Portable Extinguishers
Five Bridges Junior High	66 Hubley Rd	Hubley	235-YYYYMM-Five Bridges-Portable Extinguishers
Gaetz Brook Junior High	6856 Hwy 7	Head of Chezzetcook	162-YYYYMM-Gaetz Brook-Portable Extinguishers
George Bissett Elementary	170 Arklow Dr	Dartmouth	145-YYYYMM-George Bissett-Portable Extinguishers
Georges P. Vanier Jr High	1410 Fall River Rd	Fall River	194-YYYYMM-Georges P. Vanier-Portable Extinguishers
Gorsebrook Junior High	5966 South St	Halifax	274-YYYYMM-Gorsebrook-Portable Extinguishers
Graham Creighton Junior High	72 Cherry Brook Rd	Cherry Brook	136-YYYYMM-Graham Creighton-Portable Extinguishers
Grosvenor-Wentworth Park	4 Downing St	Halifax	260-YYYYMM-Grosvenor-Wentworth Park-Portable Extinguishers
Halifax Central Junior High	1787 Preston St	Halifax	272-YYYYMM-Halifax Central-Portable Extinguishers
Halifax West High	283 Thomas Raddall Dr	Halifax	261-YYYYMM-Halifax West-Portable Extinguishers
Hammonds Plains Consolidated Elem	2180 Hammonds Plains Rd	Hammonds Plains	184-YYYYMM-Hammonds Plains-Portable Extinguishers
Harbour View Elementary	25 Alfred St	Dartmouth	103-YYYYMM-Harbour View-Portable Extinguishers
Harold T. Barrett Junior High	862 Beaver Bank Rd	Beaver Bank	195-YYYYMM-Harold T. Barrett-Portable Extinguishers
Harrietsfield Elementary	1150 Old Sambro Rd	Harrietsfield	248-YYYYMM-Harrietsfield-Portable Extinguishers
Harry R. Hamilton Elementary	40 Hamilton Dr	Middle Sackville	204-YYYYMM-Harry R. Hamilton-Portable Extinguishers
Hawthorn Elementary	10 Hawthorne St	Dartmouth	104-YYYYMM-Hawthorn-Portable Extinguishers
Herring Cove Junior High	7 Lancaster Dr	Herring Cove	249-YYYYMM-Herring Cove-Portable Extinguishers
Highland Park Junior High	3479 Robie St	Halifax	275-YYYYMM-Highland Park-Portable Extinguishers
Hillside Park Elementary	15 Hillside Ave	Lower Sackville	216-YYYYMM-Hillside Park-Portable Extinguishers
Holland Road Elementary	181 Holland Rd	Fletchers Lake	196-YYYYMM-Holland Road-Portable Extinguishers
Humber Park Elementary	5 Smallwood Ave	Dartmouth	137-YYYYMM-Humber Park-Portable Extinguishers
Ian Forsyth Elementary	22 Glencoe Dr	Dartmouth	122-YYYYMM-Ian Forsyth-Portable Extinguishers
Inglis Street Elementary	5985 Inglis St	Halifax	276-YYYYMM-Inglis Street-Portable Extinguishers
Island View High	1853 Caldwell Rd	Eastern Passage	153-YYYYMM-Island View-Portable Extinguishers
J. L. Ilsley High	38 Sylvia Ave	Halifax	250-YYYYMM-J. L. Ilsley-Portable Extinguishers
John MacNeil Elementary	62 Leaman Dr	Dartmouth	105-YYYYMM-John MacNeil-Portable Extinguishers
John Martin Junior High	7 Brule St	Dartmouth	106-YYYYMM-John Martin-Portable Extinguishers
John W. MacLeod - Fleming Tower Elem (Fleming Tower Site)	25 Randolph St	Halifax	251-YYYYMM-Fleming Tower-Portable Extinguishers

Tender #3973 - Appendix F - Fire Alarm Emergency Lighting

Report Naming Convention

School	Civic Address		File Name
John W. MacLeod - Fleming Tower Elem (John W. MacLeod Site)	159 Purcell's Cove Rd	Halifax	251-YYYYMM-John W. MacLeod-Portable Extinguishers
Joseph Giles Elementary	54 Gregory Dr	Dartmouth	138-YYYYMM-Joseph Giles-Portable Extinguishers
Joseph Howe School	2557 Maynard St	Halifax	265-YYYYMM-Joseph Howe-Portable Extinguishers
Kingswood Elementary	34 Vrege Crt	Hammonds Plains	179-YYYYMM-Kingswood-Portable Extinguishers
Lakefront Consolidated Elementary	17286 Highway 7	Tangier	157-YYYYMM-Lakefront-Portable Extinguishers
LeMarchant-St. Thomas Elementary	1589 Walnut St.	Halifax	277-YYYYMM-LeMarchant St.Thomas-Portable Extinguishers
Leslie Thomas Junior High	100 Metropolitan Ave	Lower Sackville	217-YYYYMM-Leslie Thomas-Portable Extinguishers
Michael Wallace Elementary	24 Andover St	Dartmouth	124-YYYYMM-Michael Wallace-Portable Extinguishers
Millwood Elementary	190 Beaver Bank Cross Rd	Lower Sackville	205-YYYYMM-Millwood Elementary-Portable Extinguishers
Millwood High	141 Millwood Dr	Lower Sackville	206-YYYYMM-Millwood High-Portable Extinguishers
Mount Edward Elementary	3 Windward Ave	Dartmouth	125-YYYYMM-Mount Edward-Portable Extinguishers
Musquodoboit Rural High	11980 Highway 224	Middle Musquodoboit	173-YYYYMM-Musquodoboit Rural-Portable Extinguishers
Musquodoboit Valley Education Centre	12046 Highway 224	Middle Musquodoboit	174-YYYYMM-Musquodoboit Valley-Portable Extinguishers
Nelson Whynder Elementary	979 North Preston Rd	North Preston	146-YYYYMM-Nelson Whynder-Portable Extinguishers
Ocean View Elementary	51 Oceanview School Rd	Eastern Passage	147-YYYYMM-Ocean View-Portable Extinguishers
O'Connell Drive Elementary	40 O'Connell Dr	Porters Lake	165-YYYYMM-O'Connell Drive-Portable Extinguishers
Oldfield Consolidated Elementary	72 Halls Rd	Enfield	198-YYYYMM-Oldfield-Portable Extinguishers
Oxford School	6364 North St	Halifax	266-YYYYMM-Oxford-Portable Extinguishers
Oyster Pond Academy	10583 Highway 7	Oyster Pond	170-YYYYMM-Oyster Pond-Portable Extinguishers
Porters Lake Elementary	40 Inspiration Dr	Porters Lake	171-YYYYMM-Porters Lake-Portable Extinguishers
Prince Andrew High	31 Woodlawn Rd	Dartmouth	127-YYYYMM-Prince Andrew-Portable Extinguishers
Prospect Road Elementary	2199 Prospect Rd	Hatchet Lake	229-YYYYMM-Prospect Road-Portable Extinguishers
Robert Kemp Turner Elementary	141 Circassion Dr	Dartmouth	148-YYYYMM-Robert Kemp Turner-Portable Extinguishers
Rockingham Elementary	31 Tremont Dr	Halifax	263-YYYYMM-Rockingham-Portable Extinguishers
Rockingstone Heights School	1 Regan Dr	Halifax	252-YYYYMM-Rockingstone Heights-Portable Extinguishers
Rocky Lake Junior High	670 Rocky Lake Dr	Bedford	202-YYYYMM-Rocky Lake Junior High-Portable Extinguishers
Ross Road School	336 Ross Rd	Westphal	149-YYYYMM-Ross Road-Portable Extinguishers
Sackville Heights Junior High	956 Sackville Dr	Lower Sackville	208-YYYYMM-Sackville Heights Junior High-Portable Extinguishers
Sackville High	1 Kingfisher Way	Lower Sackville	219-YYYYMM-Sackville High-Portable Extinguishers
Saint Mary's Elementary	5614 Morris St	Halifax	281-YYYYMM-Saint Mary's-Portable Extinguishers
Sambro Elementary	3725 Old Sambro Rd	Sambro	253-YYYYMM-Sambro-Portable Extinguishers
Seaside Elementary	1881 Caldwell Rd	Eastern Passage	150-YYYYMM-Seaside-Portable Extinguishers
Shannon Park Elementary	75 Iroquois Dr	Dartmouth	110-YYYYMM-Shannon Park-Portable Extinguishers
Shatford Memorial Elementary	10089 St. Margaret's Bay Rd	Hubbards	231-YYYYMM-Shatford Memorial-Portable Extinguishers
Sir Charles Tupper Elementary	1930 Cambridge St	Halifax	279-YYYYMM-Sir Charles Tupper-Portable Extinguishers
Sir John A. Macdonald High	31 Scholars Rd	Upper Tantallon	232-YYYYMM-Sir John A. Macdonald-Portable Extinguishers
Sir Robert Borden Junior High	16 Evergreen Dr	Dartmouth	151-YYYYMM-Sir Robert Borden-Portable Extinguishers
Smokey Drive Elementary	241 Smokey Dr	Lower Sackville	220-YYYYMM-Smokey Drive-Portable Extinguishers
South Woodside Elementary	5 Everette St	Dartmouth	111-YYYYMM-South Woodside-Portable Extinguishers
Southdale-North Woodside Elementary	36 Hastings Dr	Dartmouth	112-YYYYMM-Southdale-NorthWoodside-Portable Extinguishers

Tender #3973 - Appendix F - Fire Alarm Emergency Lighting

Report Naming Convention

School	Civic Address		File Name
Springvale Elementary	92 Downs Ave	Halifax	264-YYYYMM-Springvale-Portable Extinguishers
St. Agnes Elementary	6981 Mumford Rd	Halifax	267-YYYYMM-St. Agnes-Portable Extinguishers
St. Catherine's Elementary	3299 Connolly St	Halifax	268-YYYYMM-St. Catherine's-Portable Extinguishers
St. Joseph's-Alexander McKay Elementary	5389 Russell St	Halifax	280-YYYYMM-St. Joseph's-Alexander McKay-Portable Extinguishers
St. Stephen's Elementary	3669 Highland Ave	Halifax	282-YYYYMM-St. Stephen's-Portable Extinguishers
Sunnyside Elementary (Eaglewood)	210 Eaglewood Dr	Bedford	186-YYYYMM-Sunnyside (Eaglewood)-Portable Extinguishers
Sunnyside Elementary (Fort Sackville)	21 Perth St	Bedford	186-YYYYMM-Sunnyside (Fort Sackville)-Portable Extinguishers
Sycamore Lane Elementary	69 Sycamore Lane	Lower Sackville	221-YYYYMM-Sycamore Lane-Portable Extinguishers
Tallahassee Community School	168 Redoubt Way	Eastern Passage	152-YYYYMM-Tallahassee Community-Portable Extinguishers
Tantallon Jr. Elementary	1 French Village Station Rd	Upper Tantallon	234-YYYYMM-Tantallon Jr-Portable Extinguishers
Tantallon Sr. Elementary	3 French Village Station Rd	Upper Tantallon	241-YYYYMM-Tantallon Sr-Portable Extinguishers
Upper Musquodoboit Consolidated Elem	8416 Highway 224	Upper Musquodoboit	175-YYYYMM-Upper Musquodoboit-Portable Extinguishers
Waverley Memorial	2393 Rocky Lake Drive	Waverley	199-YYYYMM-Waverley Memorial-Portable Extinguishers
Westmount Elementary	6700 Edward Arab Ave	Halifax	271-YYYYMM-Westmount-Portable Extinguishers
William King Elementary	91 St. Paul's Ave	Herring Cove	254-YYYYMM-William King-Portable Extinguishers

APPENDIX G

RISK MANAGEMENT AND SAFETY

A. INDEMNIFICATION AND INSURANCE

1. Indemnity and Waiver:

Service provider shall be liable to HRCE for and shall indemnify and save harmless HRCE 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 HRCE 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 service provider or its employees, agents and subservice providers;
- (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 HRCE's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of service provider, its employees, agents or subservice providers 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 HRCE.

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

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

For the purposes of this Section, any reference to "HRCE" shall include HRCE, together with the employees, directors, officers, trustees, representatives and agents of HRCE; and any reference to "service provider" shall include service provider's directors, officers, employees, affiliates, representatives, agents and subservice providers.

2. Insurance:

The service provider 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, owners and contractors liability, endorsement, independent contractor, cross liability, employers contingent liability, personal & advertising injury liability, contractual liability, owner's and contractor's protective liability, broad form property liability for a **limit of no less than \$5,000,000 per occurrence**
- Pollution Coverage for a limit of \$1,000,000 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;
- It is also agreed that the above insurance coverage is primary & non-contributory and please include a waiver of subrogation.

Upon award, The Halifax Regional Centre for Education **MUST** be named as "additionally insured" pertaining to the work for this project. Furthermore, Halifax Regional Centre for Education **MUST** receive at least thirty (30) days' notice of cancellation or modification of the above insurance. The successful proponent shall secure and maintain the insurance as noted above at its expense during the term of the contract.

3. Service provider shall ensure that the above Insurance policies:

- (a) are endorsed to provide HRCE 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.

The service provider shall, before any services are performed, provide HRCE with a copy of the certificates of insurance and, if requested by HRCE, the insurance policies evidencing all the coverage stipulated above, and HRCE 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 HRCE to terminate the contract or at the HRCE's option, to supply such insurance and charge the cost to service provider. The HRCE may require the service provider to have the HRCE added as an insured party to the insurance policy and/or require service provider to furnish a certified copy of the policy for such insurance.

The service provider 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. Service provider shall be responsible for any deductible and excluded loss under the Insurance.

The service provider shall cause all subservice providers performing services to obtain and maintain the Insurance policies required by this Section.

The service provider 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. HRCE reserves the right to maintain the insurance in good standing at the service provider's expense and to require the service provider to obtain additional insurance where, in HRCE's reasonable opinion, the circumstances so warrant.

B. COMPLIANCE WITH LEGISLATION AND REGULATIONS

1. Compliance

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

2. Labour Code

The service provider 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

The service provider 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 service provider shall submit, at any time requested by the HRCE, a letter from the Workers' Compensation Board (Nova Scotia) stating that the service provider has an account in good standing with the Worker's Compensation Board;
- (b) the service provider 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 service provider shall submit a clearance from the Workers' Compensation HRCE that all fees and contributions have been paid before final payment is made by the HRCE 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 service provider to obtain all applicable approvals, at its own expense.

5. Nova Scotia Occupational Health and Safety Legislation

The service provider 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

The service provider shall be solely responsible for ensuring the safety and health of its agents, employees and subservice providers and for ensuring that its activities do not

compromise the safety of HRCE's operations. The service provider shall provide to its agents, employees and subservice providers, 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 subservice providers 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 HRCE's safety standards provided to service provider from time to time.

2. Project Site Protection and Safety

The service provider shall protect the HRCE's property, staff and students, the service provider'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 service provider by HRCE, the service provider shall:

- (a) report to the main administration office prior to starting any work at a school during occupied times;
- (b) complete a hazard assessment prior to starting work at any HRCE site;
- (c) provide all guards and fences and other safety equipment; if applicable.
- (b) respond to reports of hazards by HRCE;
- (c) do the following when work generating dust, vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRCE property, staff, students or operations, if applicable.
 - (i) coordinate with HRCE representatives;
 - (ii) schedule and coordinate hours of work with HRCE input;
 - (iii) apply environmental contaminant control measures, and
 - (iv) stop operations generating, dust, vibration, noise or safety concerns when instructed by HRCE.

3. Hazardous Materials (NOT APPLICABLE TO RFP# 3955)

The service provider 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. SERVICE PROVIDER EVALUATION

1. Audit

The HRCE reserves the right to audit service providers and their subservice provider's health and safety performances during the term of the Contract and upon its conclusion.

2. Evaluation

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

E. HRCE REMEDIES FOR SERVICE PROVIDER NON-COMPLIANCE

1. Emergency Work Stoppage

The HRCE has the authority to stop progress of the work whenever, in its opinion, such stoppage is desirable for any safety-related reason. The service provider 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 HRCE as allowable.

2. Termination for Non-Compliance

HRCE may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the service provider or any subservice provider of the service provider, as constituting a material breach of this Contract. In addition, the HRCE reserves the right to stop the work of the service provider in the event of the service provider'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 service provider. Work shall not resume until the service provider rectifies the reason for non-compliance, to HRCE's satisfaction.

3. Non-Exclusive Remedies

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

