



Halifax
Regional Centre for Education

REQUEST FOR STANDING OFFER #4254

Site Work Services - All Schools

RFSO Closing Date: Thursday - December 19, 2024
RFSO Closing Time: 2:00 PM (ATL)
Submission Email: hrcetenders@hrce.ca

HRCE Procurement Contact:
Nancy Rideout, Purchasing Manager
Tel: (902) 464-2000 Ext 2222
Email: nrideout@hrce.ca

Operations Contact:
Geoffrey Olsson, Maintenance Coordinator
Cell: (902) 220-1290
Email: Geoff.Olsson@hrce.ca

School Location:
All Schools

Tender submissions are to be submitted by email to: hrcetenders@hrce.ca

Tender documents are available for download from the HRCE's Website:
<https://www.hrce.ca/about-hrce/financial-services/tenders/tender-listing>

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SECTION 00 00 15 - DESCRIPTION OF WORK

1. General

- 1.1. The work of this contract includes the provision of all materials, labour and equipment necessary to complete the Site Work Services at all schools, as noted on the scope of work outlined in this Request for Standing Offer (RFSO).
- 1.2. The whole of the work shall agree in all particulars with the levels, measurements and details contained in the scope of work accompanying this specification and with such other drawings or information as supplied by the HRCE in the form of an Addenda or may be supplied by the Contractor and reviewed by the HRCE and issued in the form of an Addenda.
- 1.3. This standing offer may be awarded in whole or in part to one or more service providers at the sole discretion of the HRCE for a two (2) year term with an option to renew for three (3) additional one (1) year terms.
- 1.4. Commencement of Obligations will take effect from date of award/execution of contract/s.
- 1.5. The HRCE reserves the right to negotiate separate contracts with any number of contractors, as it deems is required to meet the needs of the HRCE.
- 1.6. The successful vendor must also be willing to enter into contract with the Broader Public Sector and the Regional Centres for Education in Nova Scotia and CSAP for Site work services at the specified rates and at the same terms and conditions of this RFSO, if required.

End of Section 00 00 15

SECTION 00 21 13 - INFORMATION FOR BIDDERS

Project: RFSO# 4254 Site Work Services – All Schools

Owner: Halifax Regional Centre for
Education 33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Consultant: Halifax Regional Centre for Education

1. Invitation:

Bid Call

- 1.1.** 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 email receipt date and time. The email address to submit submissions and amendments is hrcetenders@hrce.ca. If the electronic submission is larger than 25mb, proponents have the option of sharing files from google drive to hrcetenders@gnspe.ca. If you encounter difficulties kindly contact the HRCE purchasing team for further clarification. Please submit files in PDF format.
- 1.2.** Bids received (emails received) after the closing time/date will not be accepted.
- 1.3.** Proponents are required to submit completed Bid documents by email. The attached file and email should be named "**4254 Site Work Services Proponent Name**".
- 1.4.** 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 tenderer and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after award.

- 1.5. In the light of COVID-19 and future pandemics, all vendors are required to follow the guidelines set in place by Nova Scotia Health Authority. Potential risks such as restricted accessibility to schools and buildings of the HRCE, inability to complete work on a timely manner due to social distancing, disabled supply chains which will result in delivery delays of raw materials and finished goods, labor shortages and additional storage costs should be clearly communicated with the HRCE Personnel on a timely manner to ensure an amicable solution can be agreed between the HRCE and the vendor/contractor. The HRCE will not be liable for any direct or indirect loss incurred due to the pandemic.
- 1.6. Amendments to the submitted offer will be permitted if received via electronic mail in writing prior to bid closing and if endorsed by the same party or parties who signed and executed the offer.
- 1.7. Faxed Bid Submissions **will not** be accepted, nor will regular mail or hand delivery submissions.

2. Intent

The intent of this bid call is to obtain an offer to perform all work associated with **RFSO #4254, Site Work Services** at **All Schools** for a Stipulated Price Contract in accordance with the Contract Documents.

3. Scope of work

Refer to Section 00 21 73 – Scope of Work

4. Availability

- 4.1. Bid Documents may be obtained as per the directions on the cover sheet of this document.
- 4.2. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- 4.3. The HRCE is not responsible for accuracy of documents and project postings obtained from any other source.

5. Examination

- 5.1. Upon receipt of Bid Documents verify that documents are complete; notify the HRCE's Buyer by email to dwalpola@hrce.ca, should the documents be incomplete, or upon finding discrepancies or omissions in the Bid Documents.
- 5.2. Bidders shall become fully aware of the content of all RFSO documents for the preparation of the Bidder's offer.
- 5.3. Bidders will be deemed to have familiarized themselves with the existing site and working conditions and all other conditions which may affect the performance of the work. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

6. Clarification and Addenda

- 6.1. Notify Don Walpola, Buyer, by email to dwalpola@hrce.ca no less than **five (5)** working days before Tender Closing of any questions, omissions, errors or ambiguities found in RFSO documents. If HRCE considers 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 HRCE tender website as applicable, and it is the responsibility of the Bidder to ensure all addenda are received and acknowledged.
- 6.2. Addenda will be issued no less than three (3) business days before tender closing date and time and will form part of the Contract Documents.
- 6.3. Verbal answers are only binding when confirmed by written addenda. The HRCE and its representatives shall not be bound by or be liable for any representation or information provided verbally. Information obtained by any other source is not official and will not bind the HRCE.
- 6.4. Confirm in the tender form (section 00 41 13) that all addenda have been received.

7. Product/System Options

- 7.1. Where the Bid Documents stipulate a particular product, alternatives may be considered by the Consultant/Owner up to five (5) working days before tender closing date and time. Bidders must forward their written requests by email to: dwalpola@hrce.ca. The Buyer will relay the requests to the appropriate person(s) for review.
- 7.2. When a request to substitute a product is made, the HRCE may approve the substitution and will issue an Addendum to known bidders.
- 7.3. In submission of alternatives to products specified, bidders shall include in their bid, any changes required in the work to accommodate such alternatives. A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of alternatives shall not be considered.
- 7.4. The submission shall provide sufficient information to enable the Consultant to determine acceptability of such products.
- 7.5. Submission of an alternate must provide complete information on required revisions to other work to accommodate each alternate, the dollar amount of additions to or reductions from the Bid Price, including revisions to other Work.
- 7.6. Alternates must be submitted in above manner; otherwise, they will not be considered.

8. Bid Submission

8.1. Submissions

- 8.1.1. Tenderers shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 8.1.2. Bids must be submitted on the **Bid Form** provided by the HRCE (Section 00 41 13 – Bid Form). These forms are to be fully completed with the signature in longhand, and corporate sealed as applicable, and the completed form shall be without interlineations, alterations or erasures. Bid submissions sent by fax, regular mail or hand delivery will not be accepted.
- 8.1.3. Fully complete the Tender Bid Form and enter the contract price in both written words and numerals. Where this bid is requested in both words and numbers, and if the two (2) do not represent the identical amount, words shall prevail.
- 8.1.4. Submit the executed offer on the Bid Forms, clearly identified with tenderer's name, project name and tender number by email as instructed.

9. Accuracy of Referencing

- 9.1. Indexing and cross-referencing are for convenience only.

10. Conditions of Tendering

- 10.1.1. Take full cognizance of content of all Contract Documents in preparation of Tender. Refer to Section 00 41 13 – Tender Form, Subsection 5.0 for a complete list of Contract Documents.

11. Preparation of Tender

- 11.1.** Complete Tender Bid Form (section 00 41 13) provided with Contract Documents in ink. Tender all items and fill in all blanks. Have corrections initialed by person signing Tender. Bidders are required to provide all information as detailed.

12. Amendment or Withdrawal of Tender

- 12.1.** Tenders may be amended or withdrawn by email only, prior to date and time of closing.
- 12.2.** A Tender Price Amendment Form is provided in Section 00 41 73.
- 13.2.1.1.** The Tender Price Amendment Form provided is the standard Master form for submission of all tender price amendments for this project.
- 13.2.1.2.** Copy and complete form, as directed, for all tender price amendments submitted.
- 12.3.** Amendments shall not disclose either original or revised total price.
- 12.4.** Sign, execute and submit via email prior to time of Tender Closing.

13. Bid Ineligibility (reason for rejection)

- 13.1.** HRCE may reject a bid which has been received prior to the closing time where:
- 13.1.1.** The bid is not submitted on the required bid form (Section 00 41 13) included herein.
 - 13.1.2.** The bid not submitted in the required format-electronically.
 - 13.1.3.** The bid has been submitted to the incorrect recipient.
 - 13.1.4.** There are omissions of information that HRCE in its sole discretion deems to be significant.
 - 13.1.5.** The bid is not signed as required.
 - 13.1.6.** The bid has conditions attached which are not authorized by the invitation to bid.
 - 13.1.7.** The bid fails to meet one or more standards specified in the invitation to bid.
 - 13.1.8.** All addenda have not been acknowledged.
 - 13.1.9.** Any other defect which, in the opinion of the HRCE brings the meaning of the bid into question.
 - 13.1.10.** A major irregularity is a deviation from the bid request which affects the price, quality, quantity, or delivery of the project and is material to the award and is a reason for rejection.
 - 13.1.11.** A minor irregularity is a deviation from the bid request which affects form, rather than substance. The effect on price, quality, quantity or delivery is not material to the award, and may be waived by the HRCE.
 - 13.1.12.** The required bid security in the required form is not provided. – **N/A for this project**
 - 13.1.13.** Tenderer failed to attend Tenderers' Mandatory Site Meeting.

14. Communications Affecting Bids

- 14.1.** Transmissions, including, but not limited to facsimile transmission:
- 14.1.1.** The bid forms submitted by facsimile or mail delivery, or hand delivery are not acceptable and will be rejected.

15. Right to Accept or Reject any Tender

- 15.1. The HRCE reserves the right to reject any bid in its sole and absolute discretion for any reason whatsoever.
- 15.2. The HRCE specifically reserves the right to reject all bids if none is considered to be satisfactory in the HRCE's sole and absolute discretion and, in that event, at its option, to call for additional bids.
- 15.3. Without limiting the generality of any other provision herein, the HRCE reserves the right to accept or reject any bid in accordance with bullet #14 above. (Bid Ineligibility)
- 15.4. Notwithstanding the above, the HRCE shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality or non-conformance with these instructions in any proposal received by the HRCE. HRCE reserves the right to reject any or all tenders, or to accept any tender, or portion thereof, deemed in its best interest.
- 15.5. In the event that a number of Tenderers submit bids in substantially the same amount, the HRCE may, at its discretion, call upon those Tenderers to submit further bids or take into consideration any value added services being provide in determination of award.
- 15.6. 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.

16. Bid Form Requirements

16.1. Bid Submission

- 16.1.1. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- 16.1.2. Bids must be submitted on forms provided by the HRCE. These forms must be entirely completed with the signature in pen. The completed form shall be without interlineations, alterations or erasures.
- 16.1.3. Proponents are to submit completed Bid documents by email. The electronic file should be named "**4254 Site Work Services_Proponent Name**". Improperly completed information, irregularities, in required enclosures may be cause to declare the bid informal.

16.2. Bid Signing

- 16.2.1. The bid form **must** be signed and under the seal (as applicable) by a duly authorized signing officer(s) in their normal signatures.

17. Offer Acceptance / Rejection

17.1. Duration of offer

Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the tender closing date.

17.2. Award/Selection/Acceptance of Offer

17.2.1. In the evaluation of a bid, the Contract Authority will consider, but not be limited to, the following criteria. The order of the criteria as listed does not indicate any relative importance.

17.2.1.1. Compliance with Bid requirements.

17.2.1.2. Bid price submitted.

17.2.1.3. Bids, or parts of Bids, which exceed stated requirements to the benefit of the Owner.

17.2.1.4. Acceptability of materials proposed for the work.

17.2.1.5. The qualifications and experience of the bidder with similar projects in size and scope.

17.2.1.6. References.

17.2.1.7. Total cost to Owner which may include impacts to capital and/or operating costs of other components of the project.

17.2.1.8. Overall quality of Bid presentation.

17.2.2. After determination of preferred bidder, consideration will be given to Alternatives and Contract Price Adjustments.

17.2.3. The Owner's evaluation of any and all bid submission(s) will be final.

17.3. The HRCE reserves the right to accept or reject any or all offers or to accept any offer deemed most satisfactory, The HRCE reserves the right to waive any informality in any other bids.

17.4. After acceptance HRCE will issue to the successful bidder, a written bid acceptance and an official purchase order.

18. Bid and Contract Security

18.1. Tender: A bid bond or certified cheque / bank draft of 10% of the contract amount, made payable to the *Halifax Regional Centre for Education*, must be included with the bid. – **Bid Security - Not Required for this project**

18.1.1. A legible scanned copy of the bid bond, electronic Bid Bond or Certified Cheque can be submitted with the bid via email.

18.1.2. If requested by the HRCE, the bidder will provide the original bid bond without delay.

18.2. Upon award of contract, the Contractor is to provide:

18.2.1. a 50% Performance Bond in accordance with the General Conditions of the Contract prior to the signing of the Contract Documents with the Owner.

18.2.2. a 50% Labour and Materials Bond in accordance with the General Conditions of the Contract prior to the signing of the Contract Documents with the Owner.

18.2.3. In lieu of Performance Bond and Labour / Materials Bond, the HRCE retains the right to hold the 10% certified cheque / bank draft as security for the duration of the project.

18.3. As and where requested, a Certified Cheque or Bank Draft submitted during the bid period may be cashed, and the amount retained by the HRCE shall serve as Performance Assurance, including the payment of all obligations arising under the contract.

18.4. The amount remaining may be returned, without interest, after a period not less than 12 months after the issue of Substantial Completion Certificate certified by the HRCE and not until completion of the Contract.

18.5. Where Certified Cheque or Bank Draft is used as Performance Assurance, include the cost of providing the certified cheque in the contract price.

19. Insurance Requirements

- 19.1.** General Contractor shall secure and maintain at its expense during the term of the Insurance:
- 19.1.1.** Workers' Compensation to meet Statuary requirements and/or Employers Liability.
 - 19.1.2.** Commercial General Liability Insurance must insure the general contractor(s) and all sub- contractors on this project:
 - 19.1.2.1.** including but not limited to, products liability and completed operations, loading and unloading operations for a combined single limit of no less than \$5,000,000.00 per occurrence.
 - 19.1.3.** Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single coverage of \$5,000,000.00 per occurrence.
 - 19.1.4.** Hoist and Crane Liability insurance equal to the value of the of the load that will be lifted (where applicable)
 - 19.1.5.** Motor Truck Cargo with per conveyance limit equal to the values of the Supply and Install – Plate Exchange (where applicable)
 - 19.1.6.** Deliver a certificate of insurance evidencing the above prior to work being performed. It is also agreed that the above insurance coverage is primary and must be kept in force during the term of this agreement. Furthermore, HRCE must receive, in writing, at least thirty (30) days' notice of cancellation or modification of the above insurances. All insurance policies or certification documents shall specify coverage being applicable to this contract. The Contractor shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies of insurance.
- 19.2.** Primary Insurance- Supplier agrees that the insurance as required above shall be primary and non-contributory.
- 19.3.** No limitation- Supplier is responsible for determining whether the above minimum insurance coverage's are adequate to protect its interests. The above minimum coverage's do not constitute limitations upon Supplier's Liability.
- 19.4.** Endorsements – For the policies in para 19 above, there shall contain an endorsement naming HRCE and its Affiliates as an Additional Insureds, and eliminating and removing any exclusion of liability for:
- 19.4.1.** injury, including bodily injury and death to an employee of the insured or of HRCE, or
 - 19.4.2.** any obligation of the insured to indemnify, hold harmless, defend, or otherwise make contribution to the HRCE because of damage arising out of injury, including bodily injury and death, to an employee of HRCE.

20. Taxes

- 20.1.** The General Conditions of the Contract state that the Contractor as of April 1, 1997 and thereafter, the Contractor is required to pay all Harmonized Sales Tax (HST).
- 20.2.** The HRCE is not exempt from HST. As a result, the aggregate amount of the bid for contracts is subject to HST; however, **contract pricing submitted shall not include HST.**
- 20.3.** Exclude Harmonized Sales Tax in Tender Contract Price, unless requested to do otherwise.

End of Section 00 21 13

Section 00 21 73 - SCOPE OF WORK

1. Summary of Section

1.1. As summarized but not restricted to:

1.1.1. To supply Site Work Services on an “**AS REQUIRED BASIS** ” at all schools of HRCE.

1.1.2. Contractors must include any limitations to traveling outside of the metro area. The HRCE may award to separate suppliers based on Geographic location area of service. HRCE also reserves the right to award based on specific services to be rendered.

1.1.3. This standing offer may be awarded in whole or in part to one or more service providers at the sole discretion of the HRCE for a two (2) year term with option to renew for three (3) additional one (1) year terms.

2. Scope of Work:

- i. Site work is defined as, but not limited to:
 - a. Asphalt Paving – HRCE has various needs from patching potholes to fixing/expanding walkways, accessibility ramps, curbing
 - b. Hardscaping such as grading, repairing graveled areas, washouts, drainage issues, sign installation
 - c. Concrete flatwork/repairs – sidewalks and curbs
 - d. General landscaping
 - e. Other grounds work as required by HRCE
- ii. Contractor will be required to comply with HRCE Contractor guidelines and submit completed HRCE work order document(s) with all invoices.
- iii. This Standing Offer for Site Work Services will be used for projects up to a max of **\$50,000** each. projects with an estimated value **OVER \$50,000** will be publicly tendered. **HRCE reserves the right to negotiate separate contracts with any number of contractors, as it deems is required to meet the needs of the HRCE.**
- iv. The successful contractor(s) will be required to sign a service agreement prior to commencement of work.
- v. Bidders **MUST** provide a listing of equipment, where applicable.
- vi. Per square foot cost quoted **MUST** include all materials, equipment, labor and admin costs. No extras will be considered by the HRCE.
- vii. Warranty provisions to be indicated if applicable.
- viii. **Patch Repair shall consist of:**
 - a. Removal of all loose debris or other objectionable material from the area to be patched.
 - b. Tack coats the repair to extend a sufficient distance beyond the edge of the repair to allow for feathering of the patching asphalt material.
 - c. 3/8” asphalt up to 3”, compacted as required

d. Tapping and or rolling the repair.

ix. **Cut and Patch Repair shall consist of:**

- a. Saw cut and tack coat the repair to extend a sufficient distance beyond the edge of the repair to allow for feathering of the patching asphalt material.
- b. Cut and repair to a minimum of 3”.
- c. Tapping and or rolling the repair

x. **Concrete Flat Work shall consist of:**

- a. Site preparation – grading and compacting subsurface to meet installation code standards.
- b. Form work – setting forms, molds or curbing as required and to building code.
- c. Reinforcement – Adding reinforcement materials or rebar to support strength and durability (where needed).
- d. Pouring and finishing – smoothing, texture or required troweling or brooming to get finished texture and appearance.
- e. Curing and sealing – protecting final work while drying / curing and applying sealant where required for longevity.
- f. Pricing will include: Curb replacement, 48” x 48” side walk panel replacement, patch and repair work by sq ft.
- g. Landscaping: Removal, grubbing of garden, plant, bush, tree materials (time and materials)

xi. **Best Possible Overall Value**

Bidders are requested to provide a tender that will meet the HRCE’s requirements at the best possible overall value, as determined by HRCE in its sole discretion.

xii. **Value Added**

Value added items are items included by the Bidder within the tender price. HRCE encourages Bidders to include value added items within the tender price.

xiii. **Best Value**

Selection of the Successful Bidder(s) will be based on “Best Value” not necessarily low price, which will include but not be limited to, overall price options, quality and reputation of the proposed items, delivery, accessory options, product availability, and warranty and servicing, technical specifications, etc.

3. General Project Notes / Clarifications

- i. No mid-landing considered (not required by code).
- ii. Work to be completed when school is unoccupied.
- iii. Fire watch plan must be submitted and approved by HRCE during the project.
- iv. The construction schedule is to be submitted and agreed upon between the contractor and HRCE.
- v. All waste materials must be removed from the site each day or be contained within a dumpster.
- vi. All materials/tools/equipment left on site are the responsibility of the contractor.
- vii. Safety plan must be submitted and approved by HRCE during the project.

End of Section 00 21 73

SECTION 00 41 13 - TENDER BID FORM

1. Salutation:

**To: Halifax Regional Centre for Education
33 Spectacle Lake Drive, Dartmouth NS
Attn: Don Walpola, Buyer**

**For: RFSO #4254
Site Work Services at All Schools**

Organization Name:	
Street Address:	
Email Address:	
Telephone:	
Authorized Signing Authority:	
Position Title:	

2. Bidder Declares:

- 2.1.** That this tender was made without collusion or fraud.
- 2.2.** That the proposed work was carefully examined.
- 2.3.** That the Tenderer was familiar with local conditions.
- 2.4.** That Contract Documents and Addenda were carefully examined
- 2.5.** That all the above were taken into consideration in preparation of this Tender.

3. Bidder Agrees:

- 3.1.** To provide all necessary equipment, tools, labour, incidentals and other means of construction to do all the Work and furnish all the materials of the specified requirements which are necessary to complete the Work in accordance with the Contract and agrees to accept, therefore, as payment in full the Lump Sum Price stated in Subsection 6 hereunder.
- 3.2.** Carefully examined the site of the work described herein; become familiar with local conditions and the character and the extent of the work; carefully examined every part of the proposed Contract and thoroughly understands its stipulations, requirements and provisions.
- 3.3.** Determined the quality and quantity of materials required; investigated the location and determined the source of supply of the materials required; investigated labour conditions; and has arranged for the continuous prosecution of the work herein described
- 3.4.** To be bound by the award of the contract and if awarded the contract on this bid to execute the required contract within ten (10) days after notice of award.
- 3.5.** Noted that the Harmonized Sales Tax is **excluded** from the “Contract Price”.
- 3.6.** School/Work site access control: Contractor’s employees shall always report to the main office of a school, indicate who they are and state their purpose on site prior to starting any work in the school. Contractor is not permitted to work on the school site without HRCE’s assigned representative on site unless authorized by the HRCE Operations representative. All work is to be completed during hours when schools are unoccupied. Working in occupied schools will be determined by the Operations representative. No work shall be conducted on weekends or holidays without specific approval of the Operations Representative
- 3.7.** Hours of work – All work shall be carried out when schools are unoccupied unless otherwise indicated below or in writing by the Manager of Operations or designate. No work shall be conducted on weekends, statutory holidays without specific written approval from Operations Manager or designate. Hours of work shall comply with local ordinances and bylaws for each site

4. Owner Agrees

4.1. To examine this bid and in consideration, therefore, the bidder agrees not to revoke this bid:

- 4.1.1.** until some other bidder has entered into the contract with the HRCE for the performance of the work and the supply of the materials specified in the notice inviting bids; or in the Information to Bidders, or
- 4.1.2.** until ninety (90) days after the time fixed in the Information to Bidders for receiving bids has expired,
- 4.1.3.** Whichever first occurs; provided, however, that the bidder may revoke this bid at any time before the time fixed in the Information to Bidders for receiving bids has expired upon receipt by the HRCE from the bidder of written notice of such revocation before said time has expired.

5. Contract Documents include:

- 5.1.1.** Specifications Index & List of Contents – Section 00 00 01
- 5.1.2.** Description of Work – Section 00 00 15
- 5.1.3.** Information to Bidders – Section 00 21 13
- 5.1.4.** Tender Form – Section 00 41 13
- 5.1.5.** Tender Price Amendment Form (if applicable) Section 00 41 73
- 5.1.6.** Appendix A - HRCE General Terms & Conditions
- 5.1.7.** Specifications of Work (all applicable sections)
- 5.1.8.** Drawing(s) – as applicable
- 5.1.9.** Addendum/Addenda issued by HRCE as applicable
- 5.1.10.** Post Bid Addenda issued by HRCE as applicable
- 5.1.11.** HRCE Purchase Order

6. Fee Submission - Contract Price:

6.1. The undersigned Tenderer, having carefully read and examined the aforementioned Contract Documents prepared by the HRCE hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and Site of Works and having full knowledge of the work required and of the materials to be furnished and used, does hereby Tender and offer to enter into a contract to perform and complete, the whole of the said works and provide all necessary labour, plant, tools, materials and equipment and pay all applicable taxes, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all therein called for on the terms and conditions and under the provisions therein set forth for the following:

6.2 CONTRACT PRICE

Time and Material pricing per SQUARE FOOT quoted MUST include all materials, equipment, labor and admin costs. No extras will be considered by the HRCE.

Appendix C Pricing Form – Refer the Time and Materials Spread Sheet to provide the required price, downloadable from the HRCE Website's tender page.

<https://www.hrce.ca/about-hrce/financial-services/tenders/tender-listing>

Notes:

- **Bid submission to reflect fixed firm pricing.**
- **All information requested in the Tender Bid form will form part of the evaluation.**
- **Site Work Services at All Schools, FOB destination, pricing to include all shipping, freight, and handling charges.**
- **Bidders are required to provide all applicable equipment technical specification and data sheets with their bid submission.**

8.1.2. Project Personnel: The tenderer to include below, the names, qualifications and previous experience of those people who will be directly involved with the project. The names shall, for example, include foremen, superintendent, project engineer and/or project manager, labourers and trade staff.

Name	Position	Qualifications/Experience

8.2. Warranty

- Bidder to provide Manufacturers Warranty and for Contractor Parts and Labour for a period of one (1) year.

9. Addenda

9.1 Addenda Acknowledgment

I/We have received and noted the following addenda for:

RFT #4254 – Site Work Services at All Schools

Addendum #	Dated	# of Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature * The undersigned Bidder declares that this bid is made without connection with any other person(s) submitting bids for the same work and is in all respects fair and without collusion or fraud.

RFT #4254 – Site Work Services at All Schools

SIGNATURE:

SIGNED AND DELIVERED
in the presence of:

CONTRACTOR

Company name

Witness

Signature of Signing Officer

Name and Title (printed)

***Note:** Bids submitted **must** be signed by a duly authorized officer or agent.

Child Abuse Registry & Criminal Records Check Certification:

*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 REQUIREMENT** that contractors assign the work to employees and/or sub-contractors who **DO NOT** have a **CRIMINAL RECORD** and who **ARE NOT LISTED ON THE CHILD ABUSE REGISTRY**. Failure to comply with this requirement may result in immediate contract termination.*

By checking the "Agreed" box you are confirming that you understand and will abide by this mandatory HRCE requirement.

Agreed

End of Section 00 41 13

SECTION 00 41 73 - TENDER PRICE AMENDMENT FORM

Note: to be completed and forwarded for each Bid Price adjustment prior to bid closing time and date as detailed on the Cover Sheet of the tender document and related Addendum.

Lump Sum Price Adjustment – Section 00 41 13 Tender form, Article 6 Contract Price

Increase Bid by		Decrease Bid By	
Amount (excluding HST)	\$ _____	Amount (excluding HST)	\$ _____

It is the Bidder's responsibility to ensure the table above is legible

Attachments included: no yes (✓ one)

If yes above, check ✓ and complete information regarding attachments

Revised Bid Form: Dated _____ # of pages _____

Other, Specify _____

Dated _____ # of pages _____

Total number of pages (including this form) _____

Submitted by:

Company Name (please print as it appears on original tender envelope)

Authorized Bidder's name (please print as it appears on Bid Form)

Authorized Bidder's Signature

End of Section 00 41 73

APPENDIX A - GENERAL TERMS & CONDITIONS

1. General

- a) These Terms and Conditions, shall apply only to those documents (Quotations, Request for Proposals and Tenders, herein referred to as Public RFX or RFX) that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the RFX documents, the RFX documents have precedence and will be assumed to be correct.
- b) These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Suppliers have questions regarding any of these Terms and Conditions, they should contact the HRCE Procurement Division. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the RFX documents will reference any such documents, in addition to these Terms and Conditions.
- c) For the purpose of these Terms and Conditions HRCE intends to only contract with responsible Suppliers who are in the business of providing the goods and/or services submitted upon and can provide proof that they can furnish satisfactory performance based on past work experience with HRCE, other companies, or government agencies and have the financial managerial, and resource capabilities for the size of project bid upon. Satisfactory performance includes meeting all of the requirements of the various federal and provincial regulations and agencies for the completion of work and making payment to sub-contractors in a timely basis.
- d) All of the terms, conditions and/or specifications stated or referenced in the Solicitation are assumed to be accepted by the Bidder and incorporated in the Bid.

2. RFX Documents

- a) RFX Documents should be obtained as indicated on the Cover Sheet of the tender document.
- b) While HRCE has tried to ensure accuracy in the RFX documents, it is not guaranteed or warranted by HRCE to be accurate, nor is it necessarily comprehensive or exhaustive.
- c) HRCE cannot ensure the accuracy of RFX documents obtained from any other source. (i.e. Construction Association of Nova Scotia (CANS), Nova Scotia Electronic Tendering Bulletin Board, Project Consultants, etc.).
- d) All inquiries to this RFX are to be directed, in writing, to HRCE Procurement Division representative indicated in the RFX documents. Information obtained from any other source is not official and will not bind HRCE.
- e) HRCE will assume that all Suppliers have resolved any questions they might have about the RFX and have informed themselves as to existing conditions and limitations, site restrictions, etc. before providing a RFX submission.
- f) Nothing in the RFX is intended to relieve Suppliers from forming their own opinions and conclusions with respect to the matters addressed in the RFX or its associated documents.
- g) In the event that HRCE Regional Office (33 Spectacle Lake Drive, Dartmouth) is closed (this includes partial day closures) due to inclement weather on the date and time of the RFX closing, the closing date and time will be extended one (1) business day. Bidders should note that closure of Schools does not necessarily mean the closure of the HRCE's Regional Office. Closures are detailed on HRCE website.

3. **Verbal instructions:** Any changes to RFX call, specifications, terms and conditions shall be stated in writing. Verbal statements made by employees or representatives of HRCE, whether or not they appear to have the proper authority, shall not be binding on HRCE.
4. **Addenda:** HRCE reserves the right to modify the terms of the RFX documents prior to closing, at its sole discretion by addenda.
- a) HRCE Procurement Division will make every effort to ensure the information provided on HRCE.ca is complete and accurate, please report any omissions or discrepancies to the Procurement Division immediately. **Any questions or requests for clarification arising from omissions, discrepancies, or ambiguities, must be made in writing no later than five(5) working days prior to the closing date, not including the closing date.** Replies to requests for clarification, if required, will be made in the form of written addenda, copies of which will be posted on www.HRCE.ca/tender no later than three (3) working days prior to the date of closing, not including the closing date.
- b) By downloading files from the www.HRCE.ca, you will automatically become registered for the applicable RFX. HRCE Procurement Division will make reasonable efforts, strictly as a courtesy, to directly inform registered Suppliers of any addenda, **however it is the sole responsibility of each registered Supplier to ensure that they have all the documents associated with any RFX and, to this end, every registered Supplier should review HRCE Tender Web Site daily.** These documents must be downloaded from the www.HRCE.ca/tender or obtained from HRCE Procurement Division, as applicable. Suppliers must acknowledge receipt of all addenda(s) with their RFX Submission.
5. **Suppliers Responsibility:** Suppliers are solely responsible for their own expenses in preparing, delivering or presenting a RFX and for subsequent negotiations, if any, with HRCE. It will be the responsibility of the Supplier to acquire at the Suppliers cost, any RFX documents as indicated on the Cover Sheet of the tender document.
6. **Existing Conditions:** Suppliers will be deemed to have familiarized themselves with the existing conditions which may affect the performance of required goods, services and construction. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time. Suppliers are to ensure that they understand the expected use for the requested goods, service and construction and submit their RFX submission accordingly.
7. **RFX Submissions**
- a) RFX will close at the time, date and location specified in the RFX documents (Atlantic Time Zone).
- b) All RFX submissions must be received in their entirety on or before the closing time specified. Suppliers are responsible for ensuring that their RFX submission, however submitted, is received on time and at the location specified.
- c) RFX Submissions must be submitted on the forms provided or in such format as directed in the RFX documents. These forms must be legible, complete, filled out in ink, or by typewriter, with

- the signature in longhand and the completed form shall be without interlineations, alterations or erasures.
- d) If an electronic transmission (i.e. e-mail) can be accepted, as detailed in the applicable RFX documents, it is the responsibility of the Supplier:
 - i. to ensure that the submissions are delivered on or before the closing time and date shown on the RFX documents;
 - ii. that the correspondence is legible and properly transmitted; and
 - iii. that the name and number of the RFX is clearly displayed.
 - e) **Sealed RFX submissions** must be transmitted electronically as stated in the tender document
 - f) **Amendments/Withdrawn Submissions**
 - i. Submissions may be withdrawn or amended by written request (on company letterhead or equivalent), prior to RFX closing date and time, but cannot be altered or changed in any way after the RFX closing.
 - ii. Facsimile transmissions modifying supplier provided information are acceptable when signed by a duly authorized officer or agent. Submission of such electronic transmissions is at the risk of the Supplier. HRCE assumes no liability for the receipt of the electronic transmissions or their proper inclusion with original RFX submission. An electronic submission must be submitted prior to closing time and date specified in the RFX documents.
 - iii. An amendment to a RFX submission replaces any other RFX submission amendment previously submitted by the supplier; only the last of any RFX submission amendment received will be accepted.
 - g) All RFX submissions must be signed by an authorized representative of the entity.
 - h) The email receipt time for submissions will be assumed to be correct in the event of dispute.
 - i) HRCE reserves the right in its sole discretion to clarify any RFX submission after closing by seeking further information from that Supplier, without becoming obligated to clarify or seek further information from any or all other Supplier. However, Suppliers are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.
8. **Brand Name:** Some terminology may be used that would imply or denote a particular supplier. Brand names may be utilized to designate the type and quality of the product requested. Such usage shall not be construed as restrictive in any way. Suppliers must be prepared to provide samples if required.

9. Substitute

- a) If the Supplier is offering an equivalent (similar) substitute product to those specified, unless a specific product is requested, the supplier must clearly identify this substitution and supply the manufacturer's name, product number and provide any technical information required so that HRCE can determine the acceptability of the substitute.
- b) HRCE reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed.
- c) HRCE shall be the sole judge of the acceptability of any substitute or proposed equivalent.
- d) Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

10. Warranty

- a) The supplier must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the supplier provides any additional/supplementary warranty coverage, describe this as well.
- b) If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the price unless the RFX documents specifically states that the upgrade is a mandatory requirement.

11. Pricing

- a) All prices must be extended and totaled, where practical to do so. RFX Submission may be rejected as incomplete if total figures are not provided. In the case of an error in the extension of prices, the unit prices shall prevail.
- b) Prices must be in Canadian funds, and shall include all shipping, handling, freight, offloading, duty, insurance and any other charges, which are applicable at time RFX is awarded (FOB – Destination). HRCE will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Solicitation. It is the responsibility of the Supplier to find out from the appropriate authorities what rates and charges are applicable to this RFX. No extra charges will be paid by HRCE.
- c) In the event that a number of Suppliers provide submission in substantially the same amount, HRCE may, at its discretion, call upon those Suppliers to submit further bids.

12. Permits and Taxes: It is the responsibility of the Supplier to ensure that quotations include all taxes, permits, and other charges required to supply the goods, services and construction. The successful Supplier is to comply with all codes, regulations, and by-laws and all government and applicable standards pertaining to the work and job-site including, and not limited to, the Nova Scotia Occupational Health and Safety Act and Regulations. HRCE is required to pay a Harmonized Sales Tax (HST) at a rate specified by

the Province of Nova Scotia. This tax is to be shown as a separate line item.

13. Standards

- a) All goods, services and construction supplied to HRCE shall, when standards are available, be certified in accordance with the applicable code(s), but not limited to:
 - i. Canadian Standards Association;
 - ii. Canadian Government Standards HRCE;
 - iii. Underwriters Laboratories of Canada; and
 - iv. And all applicable Federal, Provincial and Municipal regulations and acts.
- b) HRCE reserves the right to discontinue the purchase of any product/service that does not continue to meet the applicable standard(s).

14. Inspection: HRCE reserves the right to inspect any goods, services or construction supplied either during or after manufacture and delivery, and shall be the sole judge as to the acceptability of goods, services and construction to meet the needs of HRCE and fulfills the requirements as specified.

15. Rejection of RFX Submissions/Compliance:

- a) Failure to comply with any of the mandatory terms or conditions contained or referenced in the RFX documents shall result in the rejection of the RFX submission.
- b) HRCE specifically reserves the right to accept or reject any or all RFX submission and implies no obligation on HRCE to accept any RFX submission, a portion of any RFX submission or any RFX submission. HRCE reserves the right to cancel any RFX in its entirety and shall not be responsible, in any manner, for expenses incurred by the Supplier for preparing a RFX submission. HRCE may award all or a portion of the work to one or more Suppliers. Without limiting the generality or any other provision hereof, HRCE reserves the right to reject or accept any RFX submission:
 - i. that contains any irregularity or informality;
 - ii. that is not accompanied by the security documents required;
 - iii. that contains an alteration in the quoted price that is not initialed by the or on behalf of the Supplier;
 - iv. that is incomplete or ambiguous;
 - v. contains clauses additional to the RFX that are "qualified" or "conditional"; and/or
 - vi. that does not strictly comply with the requirements contained in these instructions.
- c) HRCE reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all RFX submissions, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. HRCE will be the sole judge of whether a RFX submission is accepted or rejected.

- d) HRCE reserves the right to accept or reject any or all RFX submission, not necessarily accept the lowest priced RFX submission, or to accept any RFX submission which it may consider to be in its best interest.

16. Evaluation criteria: If applicable, award of the RFX will be based on “Best Value” (which includes, but not limited to; price, discounts, product specifications, warranty, delivery, reference checks, etc.

Best Possible Overall Value: Bidders are requested to provide a tender that will meet the HRCE’s requirements at the best possible overall value, as determined by HRCE in its sole discretion.

Value Added: Value added items are items included by the Bidder within the tender price. HRCE encourages Bidders to include value added items within the tender price.

Best Value: Selection of the Successful Bidder(s) will be based on “Best Value” not necessarily low price, which will include but not be limited to, overall price options, quality and reputation of the proposed items, delivery, accessory options, product availability, and warranty and servicing, technical specifications, etc.

17. Cancellation / Non Award

- a) Issuing a RFX implies no obligation on HRCE to accept any submission, or a portion of any submission. The lowest or any RFX submission will not necessarily be accepted.
- b) RFX’s may be cancelled in whole or in part by HRCE in its sole discretion when:
 - i. the RFX submission price exceeds the funds allocated for the purchase;
 - ii. there has been a substantial change in the requirements after the RFX has been issued;
 - iii. information has been received by the RFX after the RFX has been issued that the RFX believes has substantially altered the procurement;
 - iv. there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
- c) If no compliant RFX submission is received in response to a RFX, the RFX reserves the right to enter into negotiations with one or more suppliers in order to complete the procurement.
- d) HRCE will be the sole judge of whether there is sufficient justification to cancel any RFX.
- e) No action or liability will lie or reside against HRCE in its exercise of its rights under this section.

18. Eligibility and Conflict of Interest

- a) A RFX Submission may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in HRCE's opinion, give rise to a conflict of interest in connection with a project.
- b) Suppliers are cautioned that acceptance of their RFX submission may preclude

them from submitting a response on subsequent phases where a conflict of interest may arise. Suppliers should study the project implementation strategy to determine whether or not they plan to submit response on subsequent phases.

- c) If the RFX submission covers the first phase of what may prove to be a multi-phased project, the successful Supplier on the initial phase may be permitted to respond on subsequent phases as long as, in HRCE's opinion, no conflict of interest would be created in performance of the work by that Supplier.
- d) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in HRCE's opinion, give rise to a conflict of interest in connection with this bid will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFX documents.

19. Disputes: In case of dispute as to whether or not an item or service quoted or delivered meets RFX requirements, the decision of HRCE, or its authorized representative, shall be final and binding on all parties.

20. Exceptions: A RFX submission shall be considered an agreement to all terms and conditions provided herein and in various RFX documents, unless specifically noted otherwise in the RFX documents.

21. Irrevocable Offer: A RFX submission represents an irrevocable offer, unless otherwise stated in the RFX documents and shall be valid for a period of ninety (90) days following the closing date for RFX submissions.

22. Patent right and royalties: The successful Supplier shall pay all royalties and patent license fees required for the performance of the work. The successful Supplier shall hold HRCE harmless from and against claims, demands, losses, costs, damages, action suits or proceedings arising out of the successful Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the successful Supplier or anyone for whose acts the successful Supplier may be liable.

23. Assignment: The successful Supplier shall not assign the Contract (or portion thereof) nor sub-contract without the prior written consent of HRCE, consent shall not be unreasonably withheld.

24. Purchase Order: Work by the Supplier will begin only with the issuance of HRCE's official purchase order and/or any Contract Documents as applicable. The purchase order number must appear on any/all invoices covering same. No work is authorized until the successful Supplier has received an official HRCE purchase order and/or required Contract Documents. HRCE accepts no responsibility for any work performed prior to the issuance of a purchase order and/or required Contract Documents.

25. Delivery

- a) Where the RFX Document includes a mandatory delivery schedule, HRCE will assume that the Supplier can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
- b) If Suppliers wish to specify a delivery schedule different from that requested in the RFX document, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. RFX Submission that do not meet the delivery schedule as requested in the RFX documents may be rejected.
- c) Time is of the essence, and supplier's delivery schedule is legally binding. HRCE reserves the right to assess penalties or cancel awards to Suppliers who fail to meet their stated delivery or completion dates.

26. Invoices

- a) All invoices are to be submitted quoting the Purchase Order number. The suppliers' HST number must be included on each invoice. Invoices must also include a description of the goods & services provided with HRCE Work Order Numbers (where applicable). Invoices must also clearly indicate list price, discounts offered and net price, if applicable. All invoices are to be sent to Accounts Payable by email at accountspayable@hrce.ca, as well please sent a copy to the operations contact as identified on the cover page of this tender.
- b) All Suppliers are required to maintain their tax status in good standing. In this regard, Suppliers are advised that verification of good standing with the Nova Scotia Minister of Finance and Revenue Canada (GST/HST) may be carried out prior to the award of a contract to a successful Supplier.
- c) In order to maximize efficiencies, as well as to be more environmentally friendly, vendor payments are now being paid via EFT (Electronic Funds Transfer), being a direct deposit to vendor bank accounts. A vendor direct deposit form must be filled out with banking information for EFT payments.

27. Payment:

- a) HRCE's payment terms are thirty (30) days from acceptance that the goods, services and construction meet the specifications. Alternative payment schedules may be proposed and are to be shown as an option and list any additional discounts to HRCE. Early payment discount terms (minimum period ten (10) days) may be considered in the evaluation of the RFX response. Payment of term discount invoices will be calculated from the date of the invoice or goods have been received, whichever is later. Discount terms must appear on the invoice.
- b) The Supplier shall make application for payment at least monthly with the application based on progress or services provided during that month. HRCE will hold back ten percent (10%) of any payment until the lien periods have expired and the Supplier has provided HRCE with a complete release of any lien registered as a result of any work carried

out by the Supplier, or any sub-contractor or supplier to the Supplier.

- 28. Right to offset:** The successful Supplier agrees that HRCE may apply payments for goods, services and construction to any amount owing to HRCE by the Supplier or supplier including any related administration fees.
- 29. Confidentiality:** The Supplier shall keep private, treat as being confidential, and not make public or divulge during, as well as after, the term on this Agreement, any information or material to which the Supplier or staff becomes privy as a result of acting under this Agreement without having first obtained HRCE's consent in writing.
- 30. Freedom of Information and Protection of Privacy (FOIPOP) Act and Personal Information International Disclosure Protection Act (PIIDPA)**
- a) As a public body, HRCE is subject to provincial legislation, Freedom of Information and Protection of Privacy (FOIPOP) Act. RFX submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, HRCE is subject to the disclosure and protection of information in accordance with that legislation. Suppliers are encouraged to visit the following websites for more information on the Act: <http://www.gov.ns.ca/just/IAP/default.asp>.
 - b) The Province of Nova Scotia is required to comply with the Personal Information International Disclosure Protection Act (PIIDPA)(S.N.S 2006, c.3). The act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. Suppliers are recommended to visit the following PIIDPA websites for more information on the Act: http://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm and <http://www.gov.ns.ca/just/IAP/PIIDPAquest.asp#p01>
 - c) The Supplier acknowledges and confirms that it is a "service provider" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c. 3 ("PIIDPA"), that the Supplier has read and understands its obligations as a service provider thereunder and that as a service provider It is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to HRCE entering into the Agreement with the Supplier that the Supplier irrevocably undertakes covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.
 - d) The Supplier further covenants, warranty and represents to HRCE that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to HRCE in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

- e) The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of HRCE is protected at all times from unauthorized access or disclosure and shall confirm in writing to HRCE, upon request, the details of such security arrangement. The Supplier also agrees to implement and enforce any additional security procedures as may be required by HRCE from time to time to protect the personal information that the Supplier collects on behalf of HRCE. HRCE shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangement referenced herein.
- f) All personal information that the Supplier obtains or becomes aware of while providing services to HRCE is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such information other than the right to use it for the sole purpose of fulfilling its obligations to HRCE under the Agreement.
- g) All RFX submissions become the property of HRCE. By providing a RFX submission, the supplier hereby grants HRCE a license to distribute, copy, print or translate the RFX submission for the purposes of the RFX. Any attempt to limit HRCE's right in this area may result in rejection of the RFX submission.
- h) Suppliers RFX submission may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a RFX submission, the Supplier agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. HRCE cannot guarantee the confidentiality of the complete content of any RFX submissions after the procurement has been awarded to the successful supplier.
- i) During the delivery and installation of goods and/or services, the supplier or supplier's staff may have access to confidential information belonging to HRCE. Should this occur, the supplier must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in legal action being taken and/or the supplier's disqualification from any further RFX's issued by HRCE.

31. Indemnification: The Supplier shall indemnify and hold harmless HRCE, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Supplier, and sub-contractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose act any of them is liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

- 32. Insurance:** Unless otherwise stated, Commercial General Liability Insurance with policy limits of not less than five (5) million dollars (\$5,000,000.00) must be filed with the Procurement Department of HRCE; such insurance shall be in the name of the Supplier and HRCE. The insurance must include non-owned automobile liability with policy limits of not less than two (2) million dollars (\$5,000,000.00). All insurances are to be maintained in good standing for the duration of the Contract.
- 33. Termination for convenience:** HRCE may terminate a contract, in whole or part, whenever HRCE determined that such termination is in the best interest of HRCE, without just cause giving sixty (60) days written notice to the proponent. However, in no event shall the proponent be paid an amount that exceeds the submitted price for the work performed.
- 34. Termination for default:** When the proponent has not performed or has unsatisfactorily performed the contract, HRCE may terminate the contract for default. Upon termination for default, outstanding payment will be withheld at the discretion of HRCE. Failure on the part of the proponent to fulfill the contract obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by HRCE in re-procuring and completing the work.
- 35. Workers Compensation:** Prior to commencing the work, the Supplier shall provide a current clearance letter from the Workmen's Compensation HRCE (WCB) and must maintain this coverage during the whole term of the Contract.
- 36. WHMIS:** All controlled products supplies to HRCE must have approved Workplace Hazardous Materials Information System (WHMIS) supplier labels; Material Safety Data Sheets must also be supplied. Failure to comply with this requirement may result in rejection of any shipment, and may result in cancellation of the order and the return of goods to the supplier at the supplier's expense.
- 37. Health and Safety Act:** The Supplier shall take every precaution to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revisions of the Nova Scotia Occupational Health and Safety Act and the Regulations. Halifax Regional School HRCE Occupational Health and Safety Policy BP 303.1, and all other safety measures as required by authorities having jurisdiction.
- 38. Site Safety Plan:** Before being permitted access to the site to commence construction the Supplier may be requested provide HRCE with a written Project Specific Site Safety Plan. The Site Safety Plan provided shall be a written course of action that, through a pre-job evaluation, identifies and sets out specific actions to be taken to eliminate or control hazards associated with the work to be performed and to also deal with concerns or hazards that may develop during the course of the project. This Plan shall include, but not be limited to, identification of safety hazards anticipated during the project, solutions to those hazards, safety procedures, identification of designated safety officers and provision

for safe access to the site for HRCE staff and or Consultants. Receipt and acceptance of the safety plan shall be mandatory prior to commencement of work.

39. Extension to the Broader Public Sector

- a) HRCE may choose to allow the Broader Public Sector to purchase goods or services from some RFX's. The Broader Public Sector are generally permitted to purchase from "Standing Offers", which are contracts resulting from a RFX. Other RFXs may also be available to the Broader Public Sector; if so, the Solicitation documents will state this.
- b) By submitting a response to a RFX, the Supplier agrees to extend the same pricing to other eligible Broader Public Sector institutions as per the terms and specifications in the Solicitation

40. Governing Laws and Trade Agreements

- a) Unless the RFX documents specifically state otherwise, the RFX, all submissions, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Solicitation was issued.
- b) RFX's subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, any other inter-provincial trade agreements, or any international trade agreements, will be specifically identified as such in the public notice and/or the Solicitation documents.
- c) Information of any applicable trade or procurement agreements and/or legislation can be obtained by contacting HRCE Procurement Department.
- d) Suppliers agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province.
- e) HRCE may consider and evaluate any RFX submission from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar RFX submission from a supplier located in this Province. HRCE will be the sole judge of whether these conditions will be used and the extent to which they will be applied.
- f) Suppliers registered to do business in any Atlantic Province can bid on RFX issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.
- g) Under Canadian law (and international agreements), your RFX submission must be arrived at separately and independently, without conspiracy, collusion or fraud; refer <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>

41. Other General Conditions

- a) No RFX submissions shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against HRCE or against whom HRCE has a claim or has instituted a legal proceeding with respect to a previous contract,

- without prior approval of HRCE.
- b) The Supplier shall perform the obligations of this Contract in a good and workmanlike manner in compliance with all applicable legislation in effect in Nova Scotia, and in accordance with industry standards and practice.
 - c) The Supplier shall be solely responsible for all means, methods, techniques and procedures necessary for performing the work required under this Contract.
 - d) All Suppliers must comply with the Nova Scotia Corporations Registration Act (CRA) or the Partnerships and Business Names Registration Act (PBNRA) as one of the conditions of doing business with the Province of Nova Scotia. In this regard, Suppliers are advised that verification of registration and good standing may be carried out prior to the final award of a contract to a successful Supplier. Suppliers residing outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions.
 - e) Unless otherwise specified, all materials installed by the Supplier as part of this Contract shall be new and shall comply with the specifications and any applicable building codes. The Supplier is, at all times, responsible for correcting any defective work or materials at the Supplier's cost, and payment by HRCE to the Supplier does not relieve the Supplier of that responsibility.
 - f) Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.
 - g) The Supplier shall, at all times, keep HRCE premises free from accumulations of waste and rubbish. Disposal of all waste and rubbish shall be at approved waste disposal sites.
 - h) If the Supplier files for bankruptcy, becomes insolvent or fails to perform the Supplier's obligations under this Contract in a timely and workmanlike manner, HRCE may, by written notice, immediately terminate the employment of the Supplier and the Supplier shall be entitled only to the value of work performed and materials supplied up to the date of the termination.
 - i) The Supplier shall not permit smoking by any of its employees or sub-contractors on HRCE property and will act in accordance to the RCE policy BP101.3 Tobacco - Free Schools and Workplaces.
 - j) The Supplier warrants its work and materials for a minimum of twelve (12) months after the date of substantial completion.
 - k) The Supplier, if performing work on HRCE property may be required to provide a safety program certified with the Nova Scotia Construction Safety Association or with an approved alternate safety association and/or program.
 - l) HRCE reserves the right to split an award amongst Suppliers as deemed in the best interests of the HRCE.

APPENDIX B - BIDDERS CHECK LIST

- Completed Tender Form
- Tender Price Amendment (if any)
- Signed Addenda (if any)
- Child Abuse Registry & Criminal Record Check Acknowledgement
- Insurance Certificate as per tender requirements
- Project Safety Plan & Procedures.

APPENDIX C – PRICING FORM

Refer the Time and Materials Spread Sheet to provide the required price, downloadable from the HRCE Website's tender page.

<https://www.hrce.ca/about-hrce/financial-services/tenders/tender-listing>