



**Purchasing Division**

**RFP #3900  
HVAC Repair Services – Standing Offer  
Addendum #2**

**June 27th, 2017  
9:45 A.M.**

To: Bidders

From: Jennifer King, Buyer

Pages: 1 in total

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:**

**Reference Appendix B – Schedule of Prices, page 40:**

1. Item 17 – Vehicle/Travel Charge:
  - a. Contractors may submit the rate for Vehicle/Travel on a per km basis **OR** per hour. Please clearly indicate your choice on the Schedule of Prices – Appendix B.
  
2. Item 20 – Overhead and Profit percentage:
  - a. Clarification - This percentage is applicable to equipment, materials and labour rates.

End of Addendum #2

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PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

\_\_\_\_\_  
Signature

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



Purchasing Division

**RFP #3900**  
**HVAC Repair Services – Standing Offer**  
**Addendum #1**

**June 21st, 2017**  
**4:20 P.M.**

To: Bidders

From: Jennifer King, Buyer

Pages: 1 in total

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:**

**Reference Appendix B – Schedule of Prices, page 40:**

1. Delete the sentence "Mark N/A if trade is not on staff/subcontract."
2. **Clarification:** Bidders **MUST** submit rates/percentages for items #1 through #10, as well as for items #15 through #20 on the rate table provided.
3. Items #11 through #14 are for additional value added rates (if applicable) and are not mandatory.

End of Addendum #1

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PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

\_\_\_\_\_  
Signature

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



Halifax Regional  
School Board

# Request for Proposals

## #3900

### Heating, Ventilation, Air-Conditioning (HVAC) REPAIR SERVICE STANDING OFFER

Closing Date: **TUESDAY JULY 4<sup>TH</sup>, 2017**  
Closing Time: **2:00:00 P.M.**  
Opening Time: **2:00:00 P.M.**

**Closing Location:**

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

**Purchasing Contact:**

Jennifer King, Buyer  
Financial Services - Halifax Regional School Board  
Phone: (902)464-2000 #2223  
Fax: (902)464-0161  
E-mail: [jlking@hrsb.ca](mailto:jlking@hrsb.ca)

**Operations Contact:**

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

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## 1.0 INTRODUCTION

### 1.1 The Halifax Regional School Board

The Halifax Regional School Board (“HRSB”) is the largest public school district in Atlantic Canada serving approximately 48,000 students from early childhood education through to Grade 12. The organization employs over 6,000 full time and temporary staff with programs operating from over 136 schools and buildings. The annual operating budget for the HRSB is approximately \$445,000,000.

### 1.2 Purpose of this Request for Proposal

This Request for Proposal (“RFP”) is to invite experienced and qualified Proponents to submit their detailed proposals for the supply, installation, support, and services to satisfy the requirements of the HRSB for the Heating, Ventilation and Air Conditioning (HVAC) repair services set out in this RFP (“Proposal”). The particular number/volume of items and other requirements of the HRSB are set out in the Project Scope. The scope of work excludes any P3 school within the HRSB with the exception of O’Connell Drive Elementary. **This is NOT a preventive maintenance RFP.**

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

The terms "RFP" and "Proposal" include any revisions, amendments or additional documents made thereto, pursuant to this RFP.

### 1.3 The Proposal

The HRSB is requesting experienced and qualified Repair service providers to submit Proposals on the following:

- Supply of materials, labour, equipment and services required to perform repairs to HVAC equipment including but not limited to air handling units, boilers (oil and natural gas), heat pumps and chillers (and associated components and field devices).
- Work under the contract will be performed either as a fixed price quote or time and material not to exceed at the discretion of the HRSB.

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

### 1.4 Guiding Principles

When preparing your Proposal, you **MUST** consider the following principles, which will act as a guide for the HRSB in its evaluation. Further criteria as provided below, may be included in the Project Scope, and may be weighted as to their relative importance to the evaluation process. You **MUST** identify in your Proposal how it satisfies these principles:

- Quality
- Value
- Reliability
- Cost Effectiveness
- Time Lines
- Related Expertise

## 1.5 Schedules of Events

The following schedule for this RFP and award of Contract is current as of the release date of this RFP. HRSB reserves the right to, in its sole discretion:

- a) modify any of the dates below; or
- b) modify any of the steps noted below.

<u>Step</u>	<u>Date</u>
Release of RFP	TUESDAY, JUNE 20TH, 2017
Close Date	TUESDAY, JULY 4TH, 2017
Determine Short List of service providers	To be determined
Select Preferred service provider(s)	To be determined
Final Contract Award*	To be determined
Commencement of Obligations	To be determined

\*Should HRSB enter into negotiations with a preferred service provider or service providers to finalize a Contract as specified in Section 3.2(b), and such negotiations fail to do so, HRSB reserves the right in its sole discretion to negotiate with other service providers who submitted acceptable Proposals or to not award a Contract to any service provider. For further clarification of HRSB's option to negotiate a final Contract, and of its discretion generally, refer to Section 3.2 and Section 5.0 below.

## 2.0 RFP TERMS AND CONDITIONS

This Section describes:

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

Service providers are instructed to read and understand all requirements detailed within this RFP, as failure to meet any requirements fully shall jeopardize and perhaps eliminate the acceptability of the Proposal.

## 2.1 RFP Terminology

Throughout this RFP, terminology is used that describes the importance of each requirement. Such terminology is as follows:

<b>"Must", "Mandatory", "Shall"</b>	A requirement that MUST be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
<b>"Should", "Desirable"</b>	A requirement having a significant degree of importance to the objectives of this RFP; and
<b>"Optional"</b>	A requirement not considered essential, but for which preference may be given.

## 2.2 Glossary of Terms

In addition to terms defined elsewhere in this RFP, the following terms shall have their corresponding meanings:

<b>“Proponent”</b>	A person, firm or company submitting a Proposal in response to the RFP.
<b>“Bidding Period”</b>	The period of time between the issuance of this RFP and the Close Date.
<b>“Close Date”</b>	The date and time by which a service provider MUST submit its Proposal to HRSB, as specified in Section 1.5.
<b>“Contract”</b>	The agreement(s) that form the contractual relationship between the service provider and HRSB, or to be executed by the service provider and HRSB, as specified in Section 3.3.
<b>"DDP"</b>	"Delivered Duty Paid", being one of the International Chamber of Commerce's "Incoterms 2000" found at <a href="http://www.iccwbo.org/index_incoterms.asp">www.iccwbo.org/index_incoterms.asp</a>
<b>“Innovative Proposal”</b>	A service provider’s suggested new and innovative processes it considers to be beneficial to HRSB.
<b>“PO”</b>	A purchase order issued by HRSB to the successful service provider.
<b>“Project Scope”</b>	The specific items, equipment, work or services requested by HRSB under this RFP as set forth in Schedule A – “Project Scope”.
<b>“Sites”</b>	All HRSB lands or premises where the equipment will be installed or services performed. Sites may be specified within the RFP and/or the Contract.
<b>“Subservice provider”</b>	A person, firm or corporation having a contract with the service provider to supply equipment or systems or perform services under a Contract.
<b>“Service provider”</b>	The successful service provider who is awarded by HRSB a Contract or the right to enter final negotiations with HRSB to enter a Contract, pursuant to Section 3.2.

## 2.3 The General Response (Where applicable)

You are responsible for providing complete and accurate information pertaining to the following general areas, if applicable, in respect of the Proposal. These general areas are subject to change in the Project Scope and, if applicable, the Innovative Proposal.

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

Your Proposal **MUST** address each applicable area of responsibility or any additional responsibilities you deem appropriate in order to supply quality equipment, systems, support, and service to the HRSB.

#### 2.4 Innovative Proposals

Proponents are encouraged to provide Innovative proposals (e.g. ways for the Board to achieve contract cost savings). The Innovative Proposal **must** be an **entirely separate** proposal and will only become a Contract if and when specifically agreed upon between you and the HRSB apart from any acceptance of the Proposal. The Innovative Proposal should address all purchase and service requirements of the HRSB and will be considered by HRSB in its sole discretion.

#### 2.5 Confidentiality and FOIPPA

Information pertaining to HRSB obtained by the service provider, its employees and agents as a result of its participation in this RFP, is confidential and **MUST** not be disclosed by the service provider except as authorized in advance and in writing by HRSB.

HRSB shall endeavour to keep all Proposals and accompanying documentation received as confidential and used only for the purposes of evaluation of the Proposal, however, HRSB provides no warranty with respect to confidentiality and shall incur no liability from any disclosure. The service provider hereby grants to HRSB the right to copy any documents (regardless of form) provided in or with the Proposal for the purposes of such evaluation.

Proposals are subject to the protection and disclosure provisions of the *Freedom of Information and Protection of Privacy Act* ("**FOIPPA**"). While this Act allows persons a right of access to records in HRSB's custody or control, it also prohibits HRSB from disclosing your personal or business information where disclosure would be harmful to your business interests or would be an unreasonable invasion of your personal privacy as defined in Section 15 and 16 of the FOIPPA. Service providers are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

#### 2.6 Full Disclosure

Service providers **MUST** provide a statement providing a full and complete disclosure of:

- a) any personal relationship to any employee of HRSB who makes recommendations concerning the award of the services or works contemplated in the RFP or of any employee (or immediate relative of any employee) of HRSB with any direct, or indirect pecuniary interest, ownership or directorship with respect to the service provider; and
- b) any business relationship, monetary or other support of HRSB through any of its Sites or with respect to any of its staff including employees, officers or Trustees.

Service providers **MUST** advise the Purchasing Manager of any change in the foregoing throughout the Bidding Period and Term. HRSB reserves the absolute right to eliminate any Proposal or terminate any resulting Contract for failure to disclose the information required in this Section.



## 2.7 Proposal Submission

**Submit Five (5) hard copies and One (1) electronic copy on a flash drive.** Appendix A - Contractor Information Forms **MUST** be signed by an authorized representative of the firm.

The identification label on the outside of the envelope **MUST** be completed to identify the COMPANY NAME. **Proposals MUST be submitted in a sealed envelope clearly marked:**

### **RFP #3900 HVAC Repair Service**

HALIFAX REGIONAL SCHOOL BOARD  
33 Spectacle Lake Drive, Dartmouth, NS B3B 1X7

Attention: Jennifer King – Buyer  
Phone #: (902) 464-2000 Ext. 2223  
Fax #: (902) 464-0161

The HRSB will not accept Proposals via facsimile or electronically. Proposals not sent to the foregoing address will not be considered. Proposals **MUST** be received by the Close Date, at the defined time indicated on the coversheet of this RFP, failing which the Proposal will be disqualified and unopened. Proposals will be received with a time and date stamp and the signature of the HRSB employee who received the Proposal.

## 2.8 Communications during Bidding Period

Questions, clarification or information regarding the RFP process or the Project Scope **MUST** be directed exclusively to the Buyer specified above, no less than 5 (five) business days before the RFP closing date and time and **MUST** be in writing. The Buyer may direct such questions, clarification or information of a technical or business nature to other HRSB employees, consultants or service providers, in which event the service provider shall copy the HRSB Contact on all such further questions, clarifications or information posed to the designated HRSB employee or service provider. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFP document be found, the proponent shall bring the matter to the attention of the Buyer via email at [jlking@hrsb.ca](mailto:jlking@hrsb.ca), at least five (5) business days prior to the Close Date. HRSB may, in its sole discretion, determine that such information should result in a revision to this RFP, in which event Section 2.10 below shall apply. Questions and answers may be copied by HRSB and distributed to all service providers by way of email or fax.

## 2.9 Bid Security

~~The contractor **MUST** provide with their proposal a form of Bid Security in the amount of ten percent (10%) of the 1st Year Contract Price (excluding HST) in the form of a Certified Cheque payable to Halifax Regional School Board, or a Bid Bond. **NOT APPLICABLE TO RFP #3900**~~

## 2.10 Evaluation of Proposals

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

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

<b>Evaluation Criteria</b>	<b>Value</b>
Company Experience	5%
Service and Response Time	25%
Available Staff and Experience	10%
Safety Procedures and Documentation	15%
Available Equipment	5%
Pricing	40%
<b>Total Score</b>	<b>100</b>

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

**The opening of Proposals will be closed to the public.**

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

Should HRSB determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing by form of an addendum to all service providers. Addenda must be issued by the Board no less than three (3) business days before the closing date. HRSB may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all service providers to consider and respond to a revision, and will advise all service providers of such in writing. It is the sole responsibility of the service provider, prior to the Close Date, to ensure they have received all addenda pertaining to the RFP.

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

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

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

#### **2.13 Extensions Requested by service provider**

Extensions to the Close Date will only be considered if requested by a proponent no less than seventy-two (72) hours prior to the Close Date. An extension may only be granted by the HRSB Manager of Accounting and Purchasing in his or her sole discretion and may be granted to all service providers as a result of such request.

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**2.14 Non-Compliance Identified**

The service provider **MUST** specifically identify any terms and conditions of this RFP with which they are unable to comply. It will be assumed that all terms and conditions are acceptable to the service provider unless otherwise noted and all such terms and conditions will form part of the Contract. Service provider hereby acknowledges that any non-compliance in its Proposal may disqualify it from further evaluation by HRSB, in HRSB's sole discretion.

**2.15 Return of Proposal**

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

**2.16 Release of service provider Information**

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

**2.17 Liability for Errors**

HRSB or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of service providers, and the service provider hereby releases HRSB and its Trustees, employees and agents from any such liability whatsoever.

**2.18 Preparation Costs**

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

**2.19 Consortium Bids**

In the case of consortium bids, all organizations comprising the consortium **MUST** be identified. The business relationship and responsibility of each service provider to its consortium member in relation to the Proposal **MUST** be clearly outlined and there **MUST** be evidence of a consortium management approach that will ensure clear lines of communication and delivery of the goods or services for the duration of the Contract. As well, the service provider **MUST** be designated and assume responsibility and liability for the acts and omissions of all consortium members, and have the authority to sign on behalf of such consortium members and bind each consortium member to all statements or agreements made on behalf of or by the consortium.

**2.20 Subcontracted Work**

The service provider is considered an independent service provider to HRSB in the performance of its obligations. Should the service provider intend to subcontract any part of the Project Scope, including through a consortium as contemplated in Section 2.19 above, it **MUST** so specify the equipment or services to be subcontracted and list the name and address of proposed Subservice providers. Unless otherwise expressly approved by HRSB in writing, service provider shall perform the Project Scope itself without the use of Subservice providers. The service provider submitting the Proposal **MUST** assume overall coordination and responsibility for the Proposal and shall assume responsibility and liability for the acts and omissions of all Subservice providers whatsoever.

**2.21 Right to Contact and Visit Clients of Service Providers**

HRSB reserves the right to contact or visit any client of the service provider without permission or assistance of the service provider. If specified in the Project Scope, a current client list is to be provided to HRSB and shall include information regarding client size, environment, and the scope of goods provided or services performed for such clients.

**2.22 Proposal Pricing**

Pricing shall be in Canadian Dollars. Discounts offered for early payment **MUST** be clearly stated.

**2.23 Hardware Proposal and Specification**

Proposal prices **MUST** include the necessary hardware and software required for Proponents to provide the proposed maintenance service.

**2.24 Proposal Validity**

To enable HRSB to complete its approval processes, Proposals submitted **MUST** remain valid for a period of not less than ninety (90) days.

**2.25 Service provider debriefing**

HRSB will, at its discretion, arrange a debriefing for the purpose of informing a service provider why its Proposal was not selected. Debriefings must be requested by email to [jlking@hrsb.ca](mailto:jlking@hrsb.ca) within three (3) business days of non-award notification and will be restricted to the service provider's submission and not the process in general.

**3.0 THE CONTRACT****3.1 Binding Effect of Proposal and Contract Finalization**

The service provider hereby acknowledges that its Proposal constitutes a contract with HRSB, and the terms and conditions of this RFP and the Proposal (with the RFP taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon service provider until the earlier of:

- a) written notice from HRSB that the service provider's Proposal is rejected as unsatisfactory; or
- b) issuance by HRSB of its PO to the service provider with respect to this RFP, pursuant to Section 3.2(a), and upon such issuance, the service provider shall be regarded as the service provider hereunder; or
- c) execution of the Contract by both HRSB and the service provider pursuant to Section 3.2(b); or
- d) written notice from HRSB that it has entered a Contract with a service provider and that the service provider has been unsuccessful under this RFP.

### 3.2 Right to Negotiate

HRSB may, in its sole discretion:

- a) through the issuance by HRSB of its PO to the service provider or service providers, award to a service provider or service providers the Contract, based on its Proposal, without further negotiation or documentation; or
- b) award to a service provider or service providers the right to negotiate and finalize such further documentation as HRSB determines to be necessary or advisable. The entering into of such negotiation by HRSB shall not fetter its discretion to award the Contract to other service providers, not award any Contract, or otherwise under Section 5.0.

### 3.3 Contract Documents

3.3.1 The attached form of contract (Schedule C) is a sample version that shall be issued to or executed by the successful service provider pursuant to the terms and conditions of this RFP. **It is not to be executed and returned by the service provider as part of its proposal.**

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

- a) such further documentation as may be negotiated and executed by the HRSB and the service provider pursuant to Section 3.2(b); and
- b) this RFP and all of its Schedules, including without limitation any PO issued by HRSB to the service provider, and any revisions, amendments or additional documents made thereto, if any; and
- c) the Proposal, in its entirety and all promises made in the Proposal will be deemed covenants in the Contract and all information, representations and warranties made in the Proposal will be deemed terms, representations and warranties of the Contract surviving the signing or issuance by HRSB of any additional or formal documents prepared by the HRSB.

For the purposes of evaluation and interpretation of Proposals, in the case of conflicts, discrepancies, errors or omissions between this RFP and any documentation issued or executed pursuant to Section 3.1, and the Proposal, this RFP and such documentation shall take precedence over the Proposal.

### 3.4 Term of the Contract

The term of the HVAC Repair Service contract will be for a three (3 year) term from the date of award with two (2) optional one (1) year term extensions at the sole discretion of the Halifax Regional School Board.

### 3.5 Governing Law

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws and rules that may apply therein. Service provider hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

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**4.0 THE SPECIFIC RESPONSE**

The following items should be fully addressed in your Proposal:

**a) Company Experience**

Describe your company and relevant experience in the field HVAC service and repairs. Specifically, experience working within occupied government and institutional facilities.

**b) Service and Response Time**

Describe how a typical work request from HRSB would be completed. What are your normal hours of operation? What is your proposed response time for standard service calls?

Describe of how an emergency work or after hours work request would be completed. What is your proposed response time for afterhours or emergency service calls?

Give complete information on warranty(s) for the repair work completed if applicable. (e.g., length of warranty, specific coverage under warranty, servicing on or off site, response and repair times)

**c) Available Staff and Experience**

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

**d) Safety Program and Documentation**

Provide a description of your safety program. What are the documents/forms that are completed with each project?

**e) Equipment**

Provide a list/description of the significant equipment available to perform service work (e.g. Manlift, boom truck, etc.). If applicable, provide hourly/daily rates for time and material work.

**f) Pricing**

Provide pricing for all labour rates, travel, equipment, accessories, technical services, and support. All pricing must be disclosed in the Proposal and if a Contract is awarded, no sums will be paid by the HRSB for any part of the Contract except those disclosed in the Proposal.

Include completed pricing information as described in Appendix B. Add trades and rates to rate table in Appendix B as required.

Are there any proposed rate increases during the contract term?

**g) Additional Costs**

Any additional costs that are not listed previously must be listed.

**h) Certification**

Proponents must include a certificate of good standing from the Nova Scotia Workers' Compensation Board and an issued or interim Certificate/letter of Recognition (COR) from Nova

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Scotia Occupational Health and Safety. Upon award, contractors must submit a copy of your company's full safety plan.

**i) Subcontractors**

If applicable, include a list of all subcontractors that will be used to perform the work indicated in your proposal.

**j) Your Contractual Terms**

List separately any contractual terms which **MUST** be included as part of the Contract if awarded to you and which would be a condition to HRSB's acceptance of your Proposal.

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

**k) References**

Include a list of references of clients to whom you have supplied similar equipment and services, and or other school boards and public organizations. Please include at least three (3) references, complete with the person to contact, their telephone number, and the type of service or equipment/system provided.

**l) Insurance**

The proponent must provide with their proposal an insurance certificate showing proof of:

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

Upon award, The Halifax Regional School Board **MUST** be named as "additionally insured" pertaining to the work for this project. Furthermore, Halifax Regional School Board **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.

**5.0 HRSB DISCRETION**

The service provider hereby acknowledges that:

- a) HRSB shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRSB in its sole, unrestricted discretion deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRSB shall have the unrestricted right to:
  - i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFP, accept any such Proposal; or
  - ii) accept a Proposal that is not the lowest price; or
  - iii) reject a Proposal that is the lowest price even if it is the only Proposal received;
- b) HRSB reserves the right to consider, during the evaluation of Proposals:
  - i) information provided in the Proposal itself;
  - ii) information received in response to enquiries of credit and industry references set out in the Proposal;
  - iii) the manner in which the service provider provides services to others;
  - iv) the experience and qualification of the service provider;
  - v) the compliance of the service provider to HRSB's requirements and specifications;
  - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,
  - vii) splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one service provider;
  - viii) rejecting service provider's recommendation of an appraiser, Subservice provider or any other third party associated with the Proposal and jointly along with the service provider, determine alternate acceptable third parties;
  - ix) the service provider's Innovative Proposal, if any; and
  - x) any other consideration in HRSB's discretion;
- c) HRSB may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to service provider. By submitting a Proposal, the service provider acknowledges the HRSB's rights under this Section and absolutely waives any right or cause of action against HRSB and its employees, agents or Trustees by reason of HRSB's failure to accept the Proposal submitted by the service provider, whether such right or cause of action arises in contract, tort including negligence or otherwise.



**6.0 LIMITATION OF LIABILITY**

The service provider, by submitting a Proposal to this RFP, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFP and any resulting process (including without limitation any subsequent discussions or negotiations, if any, or in respect of any competitive process) and waives any and all claims against HRSB whatsoever, whether for costs, damages or expenses incurred by service provider in preparing its Proposal, in participating in this RFP process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFP and any resulting process, discussions or negotiations.

**7.0 BILLING/PAYMENT INFORMATION**

HRSB pays Net 30 days from date of invoice. Invoices **MUST** be submitted to:

Halifax Regional School Board  
C/O Coordinator Maintenance Services  
33 Spectacle Lake Drive  
Dartmouth, NS B3B 1X7

## SCHEDULE "A" – SCOPE OF WORK

The Scope of work includes the supply of materials, labour, equipment and services required to perform repairs to HVAC equipment including but not limited to air handling units, boilers (oil and natural gas), heat pumps and chillers (and associated components and field devices). Work under the contract will be performed either as a fixed price quote or based on time and materials, not to exceed the respective project budget in question as indicated by HRSB. Projects valued over \$25,000 will be publically tendered.

## SCHEDULE "B"

### RISK MANAGEMENT AND SAFETY

#### A. INDEMNIFICATION AND INSURANCE

##### 1. Indemnity and Waiver:

Service provider shall be liable to HRSB for and shall indemnify and save harmless HRSB from and against any and all claims, suits, demands, awards, actions, proceedings, losses, judgments, costs, damages, settlements or expenses (including legal costs on a solicitor and own client basis) suffered or incurred by HRSB that arise out of, result from, are based upon or are in any way connected with this Contract, including without limitation:

- (a) those resulting from any act or omission on the part of 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 HRSB'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 HRSB.

The foregoing liability, indemnification and hold harmless provisions shall apply to anything done or not done in connection with this Contract and by whomsoever made, regardless of whether it was caused by the negligence of service provider or otherwise. Service provider shall make no claim or demand against HRSB 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 HRSB all such claims and demands.

The foregoing indemnity and waiver given by service provider shall not apply to the extent of HRSB's own negligence. The onus of establishing that HRSB was negligent shall be upon service provider. HRSB shall not be deemed to have caused or contributed thereto merely by reason of its knowledge, approval or acceptance of the materials, drawings, specifications, supplies, equipment, procedures or services of service provider.

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

## **2. Insurance:**

Service provider shall, at its own expense, provide HRSB with an insurance certificate showing proof of:

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

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

The Halifax Regional School Board MUST be named as additionally insured pertaining to the work for this project. Furthermore, Halifax Regional School Board MUST receive at least thirty (30) days' notice of cancellation or modification of the above insurance. Bidders shall at all time keep in force insurance as may be required.

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

- (a) are endorsed to provide HRSB with not less than thirty (30) days written notice in advance of cancellation, change or amendments restricting coverage;
- (b) do not include a deductible that exceeds such maximum amount that a reasonably prudent business person would consider reasonable; and
- (c) take the form of an occurrence basis policy and not a claims-made policy.

Service provider shall, before any services are performed, provide HRSB with a copy of the certificates of insurance and, if requested by HRSB, the insurance policies evidencing all the coverage stipulated above, and HRSB may withhold payment of any invoice until it receives evidence of such coverage. Failure for any reason to furnish this proof at any time shall be a breach of the contract, allowing the HRSB to

terminate the contract or at the HRSB's option, to supply such insurance and charge the cost to service provider. The HRSB may require service provider to have the HRSB 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.

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.

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

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

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

### **1. Compliance**

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

### **2. Labour Code**

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**

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 HRSB, a letter from the Workers' Compensation Board (Nova Scotia) stating that 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 Board that all fees and contributions have been paid before final payment is made by the HRSB under the Contract.

### **4. Canada Safety Council and Associated Standards**

All electrical, electronic and gas-fired equipment MUST bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals MUST also be obtained. It shall be the responsibility of the service provider to obtain all applicable approvals, at its own expense.

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

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**

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 HRSB's operations. 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 HRSB's safety standards provided to service provider from time to time.

**2. Project Site Protection and Safety**

The service provider shall protect the HRSB'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 HRSB, 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 HRSB site;
- (c) provide all guards and fences and other safety equipment; if applicable.
- (b) respond to reports of hazards by HRSB;
- (c) do the following when work generating dust, vibration, noise or safety concerns (including without limitation jack hammering, shot blasting, sandblasting, concrete cutting and use of powder actuated fasteners) may affect HRSB property, staff, students or operations, if applicable.
  - (i) coordinate with HRSB representatives;
  - (ii) schedule and coordinate hours of work with HRSB input;
  - (iii) apply environmental contaminant control measures, and
  - (iv) stop operations generating, dust, vibration, noise or safety concerns when instructed by HRSB.

**3. Hazardous Materials**

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;

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**D. SERVICE PROVIDER EVALUATION****1. Audit**

The HRSB 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 HRSB 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 HRSB health and safety policies, applicable legislation, and periodic inspections and reports from HRSB employees. Information collected as part of such evaluations may be used for future reference.

**E. HRSB REMEDIES FOR SERVICE PROVIDER NON-COMPLIANCE****1. Emergency Work Stoppage**

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

**2. Termination for Non-Compliance**

HRSB may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the service provider or any subservice provider of the service provider, as constituting a material breach of this Contract. In addition, the HRSB reserves the right to stop the work of the service provider in the event of 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 HRSB's satisfaction.

**3. Non-Exclusive Remedies**

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

## SCHEDULE "C"

### SAMPLE FORM OF CONTRACT

**(DO NOT COMPLETE)**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2017.

BETWEEN:

THE HALIFAX REGIONAL SCHOOL BOARD  
(the "Board")

OF THE FIRST PART

- and -

(the "service provider")

OF THE SECOND PART

#### RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for ***HVAC REPAIR SERVICE***;

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

AND WHEREAS the HRSB submitted the "RFP" to a number of companies capable of providing.

AND WHEREAS XXXXXXXX provided a detailed response to RFP #3900 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS XXXXXX 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 SERVICES**

- 1.0 The services to be performed by the service provider for the Board are outlined in the Scope of Work, Schedule A of the RFP.
- 1.1 The services outlined in the scope of work may be adjusted from time to time by mutual agreement between the Board and the service provider.

#### **TERM**

- 2.0 This Agreement shall be in effect from and including the ' day of \*, 2017 and shall continue until the \* day of \*, 2020, with an option to renew for two (2) additional one (1) year terms at the option of the Board, 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 written reports on the services performed as may be required by the Board from time to time in a competent and a professional manner to the satisfaction of the Board, with it being understood that such satisfactory performance shall be evaluated in the sole discretion and judgement of the Board.

#### **PAYMENT PROCEDURE**

- 4.0 Invoices will be submitted by the service provider to the Board, Attention: Coordinator Maintenance Services.
- 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 Board shall cause the invoice to be paid.

#### **WITHHOLDING PAYMENT**

- 5.0 The Board 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 Board disputes;

(c) To the extent necessary to protect the Board 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 Board; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the service provider, then the Board 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 Board of such deficiencies.

## **EXPENSES**

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the 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 Board and the service provider agree that the service provider is an independent service provider and not an employee of the Board, nor is the service provider a partner with the Board.

7.1 The Board and the service provider agree that any personnel supplied by the service provider to the Board shall be considered employees of the service provider and not employees of the Board.

### **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 Board for any amounts assessed against and paid by the Board 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 Board, 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 Board 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 Board 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, Commercial General Liability Insurance, an amount not less than \$5,000,000.00, per occurrence.
- 10.1 Such insurance shall include blanket contractual liability.
- 10.2 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.3 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 Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

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**INDEMNIFICATION**

- 11.0 The Board 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 Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The service provider shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the 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 Board 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 HRSB at any time during the term, in whole or in part, in HRSB's sole discretion without cause or liability to service provider, by HRSB 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.

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- 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 Board, then the Board may terminate this Agreement immediately by way of providing written notice to the service provider in which case, the Board 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 Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the 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 Board 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 Board'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 Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.

- 12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the 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 Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

## **DISPUTE RESOLUTION**

### **ARBITRATION**

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, MUST be submitted to binding arbitration in accordance with the provisions of the *Commercial Arbitration Act* (Nova Scotia), subject to the following:
- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by

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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 With the exception of Bins & locks provided by the service provider, all pertinent resources, information, material and papers prepared or provided by the service provider for the Board in the performance of this Agreement, shall be the sole property of the Board.

14.1 As part of the consideration required of the 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 Board.

## **COMPLIANCE WITH LAWS AND POLICIES**

15.0 In performing the services under the terms of this Agreement, the service provider and its employees shall comply with all of the Board's policies and regulations, and as well, applicable laws, ordinances, codes and regulations of all other jurisdictions having or asserting jurisdiction over the services to be performed under the terms of this Agreement.

15.1 If unfamiliar with Board policies and regulations, the service provider shall request, review and abide by all pertinent Board policies and regulations, including but not limited to, the Code of Conduct expected of employees of the Board.

### **NON-ASSIGNABILITY**

16.0 The 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 Board.

### **INCONSISTENCY**

17.0 In the event that any term of this Agreement is inconsistent with or in violation of any provision of any law of the Province of Nova Scotia or the Dominion of Canada, then this Agreement is deemed to be amended to the extent required to avoid such inconsistency or illegality and, if any term of this Agreement is annulled, the remainder of this Agreement shall remain in full force and effect.

### **NOTICE**

18.0 All notices, requests, demands or other communications required or permitted to be given by one party to another shall be given in writing and be personally served or delivered by prepaid registered mail addressed to such other party or delivered to such other party as follows:

To the Board at:

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

To the service provider at:

**XYZ Company**  
**124 Smith St**  
**Dartmouth NS B2W 4J7**

- 18.1 Any notice, request, demand or other communication given by prepaid registered mail shall be deemed to have been received on the fourth business day following the date on which the notice was mailed.
- 18.2 In the event of a disruption or threatened disruption of regular mail services by strike or threatened strike, all notices shall be deemed to have been duly given if personally delivered at the above addresses.

#### **SUCCESSORS**

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

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

<b>CONTRACTOR</b>	
_____	_____
Contractor's Representative	Date
_____	
Witness	

<b>HALIFAX REGIONAL SCHOOL BOARD</b>	
_____	_____
Ron Heiman, Director of Operations Services	Date
_____	
Kathryn Burlton, Manager of Accounting & Purchasing	

**CONTRACT SCHEDULE A**

**HRSB RFP DOCUMENT - ATTACHED**

**CONTRACT SCHEDULE "B"**

**SERVICE PROVIDER'S RESPONSE TO RFP - ATTACHED**

*Halifax Regional School Board*

**RFP #3900 – APPENDIX “A”**

**CONTRACTOR INFORMATION FORMS**

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

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

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

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

BIDDERS HST REGISTRATION NO. \_\_\_\_\_

I/WE, the undersigned, having carefully examined the **#3900 HVAC REPAIR SERVICE RFP** documents, and having read, understood, and accepted the Conditions of the RFP which form part of the RFP documents, hereby offer to provide the materials and service in strict accordance with the **#3900 HVAC REPAIR SERVICE RFP** documents, which form part of this RFP. The undersigned company represents and warrants that it is authorized to carry on business of this nature and that it is not prohibited by any law applicable in Nova Scotia from performing this Contract.

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.

**SIGNATURE:**

SIGNED AND DELIVERED  
in the presence of:

\_\_\_\_\_  
Witness

**CONTRACTOR[Seal]**

\_\_\_\_\_  
Company name

\_\_\_\_\_  
Signature of Signing Officer

\_\_\_\_\_  
Name and Title (printed)

\_\_\_\_\_  
Date





**CONTRACTOR PERSONNEL:**

The RFP shall include below, the names qualifications and previous experience of those people who will be directly involved with the execution of the contract. The names shall, for example, include administration staff, drivers, customer service personnel, foreman, labourers and trade staff.

Name	Position	Qualifications/Experience

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

## APPENDIX "B" – SCHEDULE OF PRICES

### TIME AND MATERIAL RATES:

Provide unit prices for time and material work if no fixed price is requested in association with the work as outlined herein. Mark N/A if trade is not on staff/subcontract.

Item #	Description	Unit of Measurement	Quantity	Unit Price
1	Labour Rate (Journeyman HVAC tech)	per hour	N/A	
2	Labour Rate (Journeyman Electrician)	per hour	N/A	
3	Labour Rate (Journeyman Plumber)	per hour	N/A	
4	Labour Rate (G1 – Gas tech)	per hour	N/A	
5	Labour Rate (G2 – Gas tech)	per hour	N/A	
6	Labour Rate (Oil Burner tech)	per hour	N/A	
7	Labour Rates (Foreman)	per hour	N/A	
8	Labour Rate (Apprentice/Helper)	per hour	N/A	
9	Labour Rates (Project Manager)	per hour	N/A	
10	Labour Rate (Administration)	per hour	N/A	
11	Labour Rate:	per hour	N/A	
12	Labour Rate:	per hour	N/A	
13	Labour Rate:	per hour	N/A	
14	Labour Rate:	per hour	N/A	
15	Overtime Premium	Percentage		N/A
16	Minimum Afterhours Call-out Charge	per call	N/A	
17	Vehicle/Travel Charge	per km	N/A	
18	Material Markup	Percentage		N/A
19	Rental Equipment Markup	Percentage		N/A
20	Overhead and Profit	Percentage		N/A

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## APPENDIX "C" – CONTRACTOR CHECKLIST

**The following documents must be enclosed with your proposal:**

- Certificate of Insurance indicating a minimum of \$5,000,000 Commercial General Liability insurance per occurrence and Commercial Auto Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence
- Workers' Compensation Board Letter of Good Standing
- Certificate of Recognition from one of the seven safety audit companies that jointly sign with the WCB:
  - East Coast Mobile Medical Inc.
  - HSE Integrated
  - Nova Scotia Construction Safety Association
  - Nova Scotia Trucking Safety Association
  - Occupational Health & Educational Services (2002) Inc.
  - Safety Services Nova Scotia

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

- Appendix "A" – Completed forms and signed by an authorized representative.
- Appendix "B" – Form complete with all requested pricing.

\*\* Upon award, successful contractors must supply the Board with a copy of your Company's Safety Plan prior to commencing work on this contract.