



## **CUSTODIAL PRODUCTS/HARDWARE RFP # 3561**

Closing Date: **FRIDAY, MAY 31, 2013**  
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

Download Document  
from HRSB website:  
[www.hrsb.ns.ca](http://www.hrsb.ns.ca)  
Quicklinks/  
Ask About Tenders

**Contact:**

Deborah Beck  
Buyer  
Tel: (902) 464-2000 Ext. 2011  
Fax: (902) 464-0161

***There will be a MANDATORY information session for  
proponents WEDNESDAY, MAY 22ND, 2013, 2:00:00 p.m.  
33 Spectacle Lake Drive, Dartmouth NS.***

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Halifax Regional School Board

## **CUSTODIAL PRODUCTS/HARDWARE REQUEST FOR PROPOSALS**

### **Invitation:**

The Halifax Regional School Board invites proposals from qualified companies for the supply of custodial products/hardware used in the provision of custodial services.

### **Introduction:**

The Halifax Regional School Board (HRSB) is comprised of approximately 140 buildings occupying over 7 million square feet of floor space. The maintenance and custodial service for these buildings is performed by the staff of the HRSB Operations Services Department. There are ten Public/Private Partnership (P3) schools within HRSB that are not included in the scope of this RFP.

***HRSB is seeking a partner through this Request for Proposal for the supply of custodial products/hardware for a three-year term, with the option to renew for two (2) additional one (1) year terms at the discretion of the Board.*** Proposals will be reviewed for the partnership with a goal of enabling the HRSB to improve the efficiency and effectiveness of its cleaning services. This includes the potential for standardization of products, hardware and methodologies, as well as ensuring a selection of products that provide a balance between efficient performance and a minimized environmental impact.

The HRSB is responsible to provide a healthy and safe environment within its facilities. Proposals from potential partners **MUST** recognize its responsibilities and commitments to these goals. This requires demonstrating within the proposal, and on a continuing basis, that the proposed types of cleaning materials selected for tasks required have been selected with regard to the internal and external environment, risk management and continuing quality and environmental improvement.

***In addition to the supply of products/hardware, the successful proponent will be required to provide a detailed training program for staff.***

It is intended that the supply of all products and hardware will be awarded to one proponent in order to improve cost efficiencies and effective use of products. The HRSB reserves the right at its sole discretion to award to more than one supplier.

## 1.0 GENERAL SPECIFICATIONS

- 1.1 Throughout this document, terminology is used as follows:
  - 1.1.1 Proponent, supplier, provider, contractor, partner, bidders, proponent, all refer to the successful party awarded the Request for Proposal (RFP)
  - 1.1.2 Hardware, project, task and or work refer to the detailed work description attached
  - 1.1.3 Department refers to the operational service providers of the Halifax Regional School Board
  - 1.1.4 **MUST, MANDATORY, or REQUIRED** are, as stated, absolute requirements in this RFP
  - 1.1.5 Should or desirable refers to factors of significance in consideration of the project partner
  - 1.1.6 Board, and or assigns, refers to the Halifax Regional School Board.
- 1.2 This document by its nature contains many **MANDATORY** requirements to assist the Halifax Regional School Board in its review of the proposal; therefore proponents are encouraged to study it closely prior to submitting a response.
- 1.3 Eligibility: Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of the Halifax Regional School Board give rise to conflict or interest in connection with this proposal. Proponents are to submit with their proposal, any issue that may constitute a conflict of interest for review by the Halifax Regional School Board. The Halifax Regional School Board's decision on this matter will be final.
- 1.4 Reservations:
  - 1.4.1 The Halifax Regional School Board reserves the right to reject any or all proposals or part of proposals, when in this reasoned judgment, the public interest will be served thereby.
  - 1.4.2 The Halifax Regional School Board may waive formalities and technicalities in proposals as the interest of the Halifax Regional School board may require.
  - 1.4.3 The Halifax Regional School Board may waive minor differences in the proposal provided these differences do not violate the proposal intent.
- 1.5 Disputes: In case of dispute as to whether or not an item or service quoted or delivered meets proposal requirements, the decision of the Halifax Regional School Board, or its authorized representative, **SHALL** be final and binding on all parties.
- 1.6 Proponents' Expenses: Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Halifax Regional School Board, if any.

- 1.7 Exceptions: The submission of a proposal **SHALL** be considered an agreement to all terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.
- 1.8 Currency and Taxes: Prices are to be quoted in Canadian dollars, inclusive of duty where applicable and exclusive of HST.
- 1.9 Compliance with Laws: The supplier will give all notices and obtain all licenses and permits required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.

## **2.0 SUBMISSION REQUIREMENTS**

- 2.1 Sealed envelopes containing proposals should be plainly marked on the outside of the envelope, **“CUSTODIAL PRODUCTS/HARDWARE PROPOSAL”**. Bidders **MUST** submit six (6) identical copies of the proposal and one electronic copy on compact disc to:

Deborah Beck  
Buyer  
Halifax Regional School Board  
33 Spectacle Lake Drive  
Dartmouth, NS B3B 1X7

- 2.2 Proposals **MUST** be received **on or before 2:00:00 P.M. FRIDAY, MAY 31<sup>ST</sup>, 2013**. Bidders **SHALL** be solely responsible for the delivery of proposals by the closing date and time. Late proposals **WILL NOT** be considered.
- 2.3 Faxed proposals **WILL NOT BE ACCEPTED**.

## **3.0 INQUIRIES**

- 3.1 The Halifax Regional School Board will assume no responsibility for oral instruction or suggestion. All questions regarding this RFP **MUST** be directed by email or fax to:

Deborah Beck, Buyer  
Phone: (902) 464-2000 Ext. 2011  
Fax: (902) 464-0161  
E-Mail: [dbeck@hrsb.ca](mailto:dbeck@hrsb.ca)

- 3.2 The HRSB reserves the right to distribute all questions and inquires with responses to all other respondents.
- 3.3 Any respondent finding any discrepancy in or omission from the proposal, doubt as to the meaning, or feeling that the proposal is discriminatory, **SHALL** notify the Halifax Regional School Board in writing within five (5) days of the scheduled opening of the proposals. Exceptions as taken in no way obligate the Halifax Regional School Board to change the proposal. The Halifax Regional School Board will notify all respondents in writing of any interpretations made or of any revised proposal instructions.

- 3.4 The Halifax Regional School Board encourages the promotion of business with contractors who have put in place employment equity and affirmative action programs and practices in accordance with Federal and Provincial legislation and guidelines.

#### **4.0 ADDENDA**

- 4.1 Addenda may be issued during the proposal period. The Halifax Regional School Board will notify all respondents **VIA EMAIL**, of any addendum duly issued. Verbal answers are only binding when confirmed in writing by addendum to this proposal.

#### **5.0 MANDATORY PROPONENTS BRIEFING**

- 5.1 A Proponents **MANDATORY** information session will be held at 33 Spectacle Lake Drive **WEDNESDAY, MAY 22ND 2013 2:00:00 p.m.** to discuss the project and to answer questions. **Questions should be forwarded to Deborah Beck, Buyer via email: [dbeck@hrsb.ca](mailto:dbeck@hrsb.ca).** Attendance at this meeting is **MANDATORY** in order to submit proposals. Proposals **WILL NOT** be accepted from companies not represented at this meeting.

#### **6.0 PRICING**

- 6.1 Prices **MUST** be proposed for the first three years of the contract and the two optional years. Price increases **SHALL** not exceed either the manufacturer's increase, mill rate increase or the annual National Cost of Living Index (CPI) for that year. If at the discretion of the Board an alternate product is required, proponents **SHALL** supply the alternate at no extra cost to the Board.
- 6.2 All prices **MUST** be FOB individual schools/offices and the minimum order requirement **SHALL** be \$100.
- 6.3 Major orders for Custodial Products for all schools will be placed three times per year (October/May/February) as per **APPENDIX B** and on an "as required basis" as necessary.
- 6.4 Proponents **MUST** be able to provide the Board with secure electronic on-line ordering for schools which is user friendly and which permits viewing/authorization of orders by management, prior to final order placement.
- 6.5 HRSB requires a maximum of **72 hour delivery time** to destination from the date the proponent receives the order.
- 6.6 Do not include the Harmonized Sales Tax (HST) with costs; HST will be considered an extra to quoted pricing.
- 6.7 Proponents **MUST** submit costs showing unit prices and total pricing and **MUST** quote prices based on the unit sizes requested by the Board in **APPENDIX E**. **Proponents must request an electronic copy of the Excel spreadsheet for APPENDIX E and must include an electronic copy of APPENDIX E in Excel format for copy and paste into the HRSB evaluation matrix.**

- 6.8 Any discounts **MUST** be clearly stated in proposal.
- 6.9 Include the following information for each product (product information sheet):
- 6.9.1 Product or Hardware Name
  - 6.9.2 Environmental Choice (ECP) certification verification where applicable
  - 6.9.3 Product Description
  - 6.9.4 Use
  - 6.9.5 Manufacturer
  - 6.9.6 Reference Number, Supplier
  - 6.9.7 Reference Number, Manufacturer
  - 6.9.8 Weight, liquid volume and size of shipped container - in metric units **MANDATORY**, English unit optional
  - 6.9.9 Weight, measured dimensions and mil thickness of plastic bags including bags per box/roll.
  - 6.9.10 Weight, measured dimensions of paper towel and toilet paper including rolls per box.
  - 6.9.11 Cost per shipped container
  - 6.9.12 List of any associated hardware needed for product use
  - 6.9.13 Dilution Rate
  - 6.9.14 Cost per Litre - READY TO USE (RTU)
  - 6.9.15 Recommend Frequency of Use
  - 6.9.16 Cost per square foot at recommended application rate
  - 6.9.17 Hardware Disposable Operation Costs
  - 6.9.18 Estimated Hardware Life Cycle
  - 6.9.19 Custodial products/hardware Shelf Life
  - 6.9.20 Warranty
  - 6.9.21 Copy of Material Safety Data Sheet
  - 6.9.22 Proponents **MUST** specify the "percentage discount" for items not listed in the RFP document.

## 7.0 RFP RESPONSE PRESENTATION

- 7.1 A letter of introduction is required binding the proponent to the terms stated in the RFP
- 7.2 The body of the proposal should include but is not limited to:
- 7.2.1 Information as outlined in Section 6.11
  - 7.2.2 Provide a written Brief detailing the support service your organization is prepared to provide to the School Board including but not limited to:
    - a) Training (**MUST** include WHMIS)
    - b) Technical advice/staff support
    - c) Problem Solving, trouble shooting
    - d) Supply, installation and setup
    - e) Materials Management (supply and delivery and including inventory control)
    - f) Preventative maintenance program
    - g) Equipment repair
    - h) Equipment loaners
    - i) Any other information deemed relevant by the supplier
- 7.3 Costing **MUST** be provided for:
- 7.3.1 Product unit and total cost
  - 7.3.2 Cost of proposed product/hardware support program.
- 7.4 A brief description outlining compliance with the Environmental Requirements of Section 8.0 as well as a description of ability to meet LEED certification criteria.
- 7.5 Proponents **MUST** provide three (3) references from customers utilizing similar products and services, including contact name, title and telephone number.
- 7.6 Proposals **SHALL** be furnished on 8.5" x 11" paper, 6 bound copies total with a minimum 10 pt. font.
- 7.7 One electronic copy of proposal on compact disc.
- 7.8 Contact person name, telephone number fax and e-mail address

## 8.0 ENVIRONMENTAL REQUIREMENTS

- 8.1 The Halifax Regional School Board recognizes the objective to be environmentally responsible in the acquisition of custodial products/hardware and materials that are used in a school environment. This includes selecting materials which have a balance of providing a healthy environment with minimal risk to students, staff and the community, are safe to use, cost effective and efficient in application.



- 8.2 Products **MUST** not contain substances that could be harmful to users or occupants of the facility by normal and directed use of the product. It is the supplier's responsibility to verify this requirement, utilizing tests conducted by recognized, independent bodies at the supplier's expense, whenever requested by the Board. These tests can include the disclosure of the type of chemical and amounts present in the material.
- 8.3 Proponents are **REQUIRED** to submit pricing on custodial products that are able to meet Green Seal and/or Environmental Choice Certification.
- 8.4 The School Board requires full disclosure and reserves the right to reject any product containing a chemical(s) deemed hazardous or harmful to students/staff of the Halifax Regional School Board. Any verification testing of contents (if required) **SHALL** be done by an independent testing agency and all costs will be borne by the proponent.
- 8.5 Proposed hardware and materials **MUST** clearly state what guidelines, standards and testing protocols they meet or surpass regarding occupant, user and environmental safety.
- 8.6 Scent free products **MUST** be available. Quality is to be equal to or surpass that of low scent or scented products.
- 8.7 One of HRSB's goals is to encourage ideas and opportunities to support waste diversion and recycling, such as but not limited to, using recyclable containers as determined by HRM By-Law S-600. The successful proponent will be expected to have a program for reclamation or recycling of product containers and packaging and any innovative and/or cost saving ideas concerning waste management will be welcome.
- 8.8 The successful partner will be required, upon board request, to address school, community and parent concerns regarding acceptability and safety of products and procedures. This may include verbal and written formats.

## 9.0 PRODUCT SPECIFICATIONS

### 9.1 Cleaning Products:

- 9.1.1 The HRSB requires products for use in a variety of interior areas and cleaning requirements throughout the Board. These requirements may differ from site to site and **SHALL** generally include but are not limited to:

- General Purpose Cleaners - for use on all water washable surfaces
- Germicidal - for use in areas where needed, such as washrooms
- Floor Strippers
- Floor Finishes
- Degreasers
- Floor Buff Spray
- Hand Soap
- Glass Cleaner
- Tile, Ceramic, and Terrazzo Floor Sealers
- Wall Cleaners, including removal of graffiti
- Garbage bags-heavy duty and light duty clear
- Paper Towel
- Toilet Paper

**APPENDIX A** lists the anticipated required custodial products/hardware, garbage bags and paper products and **APPENDIX E** lists the estimated annual consumption. HRSB does not guarantee any annual consumption amounts.

- 9.1.2 All quoted measures, weights and quality specifications of products **MUST** be guaranteed by the supplier for the life of the contract.

### 9.2 Cleaning Hardware

- 9.2.1 The HRSB is soliciting proposals for cleaning hardware needed for its custodial services. This hardware may differ from site to site and **SHALL** generally include but is not limited to:

- Soap Dispensers
- Wet Mops
- Dry Mops
- Buckets
- Brooms
- Various Floor Cleaning Pads
- Safety Signs
- Associated hardware and materials needed for use of proposed cleaning and paper products.

- 9.2.2 Proponents **ARE REQUIRED** to include illustrations and specifications with the proposal which are applicable to the product line being quoted.

9.2.3 All proposed and acquired hardware **MUST** be CSA approved and will become the property of the Board according to the terms and upon completion of the contract with the supplier.

### **9.3 General Product Requirements**

9.3.1 All cleaning materials and hardware **SHALL** function correctly in the environment in which it is installed and/or used. Verification of these parameters rests with the supplier.

9.3.2 The supplier will ensure that all materials and hardware meets or exceeds all regulatory compliance thresholds applicable to the scope of work.

9.3.3 No product substitutions can occur without the express written consent of the Board.

9.3.4 Upgrades in material, hardware or program that correct deficiencies in the purchased items **SHALL** be provided to the Board at no cost during the life of the system. The supplier **SHALL** provide all information regarding the upgrade capability of the unit proposed.

9.3.5 Products will not be accepted without return authorization and address. Products may be returned unopened at any time during the contract and up to six months after the end of the contract without cost to the School Board. Returned products will not be subject to any restocking charges by the supplier at any time. Any shipment or freight charges for returning custodial products/hardware after the end of the contract **SHALL** be the responsibility of the Halifax Regional School Board.

9.3.6 At the initiation of the contract the successful proponent **MUST** supply each school/office with a binder containing a Material Safety Data Sheet for every product supplied. The successful proponent will also be responsible for updating/maintaining the binders for the term of the contract. Educational materials and all labeling in regards to WHMIS **MUST** be provided as part of the program.

9.3.7 Proponents **MUST** clearly outline all material and services not directly supplied by the proponent's own firm or which are out-sourced or supplied by subcontractors.

9.3.8 The proponent **SHALL** state additional resources they require, if any, to provide any components of the proposed products or services. The absence of details will be interpreted to mean the proponent's own resources.

9.3.9 In cases where HRSB has specified a "Brand Name Product" any substitutes **MUST** be equal to or better than the product specified (HRSB's final determination). Where "NO SUBS" has been specified/**REQUIRED** for a product, proponents will be disqualified if an alternate product is proposed.

## 9.4 Dispensed Products

- 9.4.1 Cleaning products will be dispensed via HRSB wall mounted dispensers. A spreadsheet listing the number of Custodian's Sink Rooms at each site is attached - **APPENDIX F**.
- 9.4.2 Routine maintenance of chemical dispensers will be the responsibility of the successful proponent. New, replaced or repaired chemical dispensers **MUST** be supplied at no additional cost to the Board. For Manufacturer's contact information and a list of parts for HRSB dispensing units see **APPENDIX H** and/or view the following link:  
<http://www.debgroupp.com/ca/products/selector/dispenser/deb-proline-host-dispenser#CHR1LDS>
- 9.4.3 Dispensers **MUST** have integral back flow prevention.
- 9.4.4 The dilution rate for each dispensed product **MUST** be clearly marked and visible.
- 9.4.5 Dispensed products **MUST** be in a sealed container to avoid "glugging" practices.
- 9.4.6 Handsoap dispensers **SHALL** be included in the cost of the handsoap and must be provided to HRSB at no additional cost. HRSB has approximately 1536 washrooms and approximately 1/3 would have 2 handsoap dispensers for an estimated total of 2048 hand soap dispensers. Replacement units must be provided to HRSB at no additional cost.

### Product Image

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**CHR1LDS** 1L Cartridge

## HARDWARE/SERVICES/SUPPORT

- 10.0 The Halifax Regional School Board is seeking the successful proponent's assistance to improve the quality of cleaning services in HRSB facilities. It is desirable that the selected proponent has experience in service quality improvement through the use of the proposed products. The proposal should contain the methodology that would be used to accomplish this task as outlined in this section.
- 10.1 Services to be Provided:
- a) Cleaning standards/hands-on training program
  - b) Suggestions for:
    - I. work safer/smarter methods/techniques
    - II. improvement of other methods/techniques
    - III. modifying/reducing or eliminating unnecessary steps or tasks
    - IV. reducing the number of custodial products required (chemicals)
    - V. new technology
    - VI. ergonomic improvements
    - VII. custodial products/hardware distribution control
    - VIII. cost reduction/cost avoidance including projections
- 10.3 Prepare training video in cooperation with School Board staff regarding proper use of cleaning materials and hardware including, but not limited to:
- (a) Daily and weekly tasks
  - (b) Christmas/March Break/Summer and annual tasks
  - (c) Washroom care
  - (d) Floor care including carpets
  - (e) Record keeping and planning
  - (f) Supervisory Staff training
- 10.4 Training program(s) are to be instituted for all existing and newly hired staff using customized training tools for specific institutions and procedures to facilitate staff efficiency. The availability of knowledgeable personnel to provide technical support with respect to both products and associated hardware on a regular basis is essential.
- 10.5 The successful proponent **MUST** provide service visits to all schools four times per year. The schedule will be coordinated with the successful proponent through the Board's Regional Operations Coordinator or designate. The successful proponent **MUST** also provide additional visits upon request.

## 11.0 PROPOSAL EVALUATION

11.1 The evaluation of qualified proposals will be conducted by an Evaluation Team formed by the Board, including personnel from the Operations Services and Financial Services departments.

11.2 Only proposals that comply with the **MANDATORY** Requirements specified in **APPENDIX G** will be evaluated and will be scored using the criteria indicated in **APPENDIX C – Sample Evaluation Form/Scoring Criteria**.

It is expected that the successful proponent will demonstrate extensive and substantial qualifications, capabilities and experience in providing the required services.

### 11.3 PRODUCT TESTING

11.3.1 The Board reserves the right to consider ongoing internal testing as well as have products and materials tested by an accredited testing organization, to ensure compliance with accepted standards such as Occupational Health and Safety, Canadian Standards Association, Drug Identification Number, Workplace Hazard Management Information System with reports provided to the Board. With respect to confidentiality, a copy of the report will be provided to the respective supplier only. All cost associated with testing **SHALL** be borne by the supplier.

11.3.2 The Board may contact the qualified proponents for product samples for evaluation at no cost to the Board. The samples may be used as per product directions which may be done by either Board staff or by the supplier as required by the Board. The outcome of the evaluation will be on a simple pass fail basis by the evaluators. The Board may record any testing for use and evaluation at a later time.

11.3.3 All products will be subject to a six (6) month probationary period after award of contract. Should the Board determine that a product is unacceptable, the successful proponent **MUST** provide an alternate product **for a further six (6) month probationary period**. The cost for an alternative product **MUST** be equal to or less than the original product, unless mutually agreed otherwise by the Board and proponent.

## 12.0 ACCEPTANCE FOR EVALUATION

12.1 Proposals will remain open for acceptance of the Halifax Regional School Board for sixty (60) days after the proposal closing date.

12.2 The lowest and any proposal will not necessarily be accepted. The Halifax Regional School Board reserves the right to accept or reject any or all proposals, not necessarily accept the lowest proposal, or to accept any proposal which the Board may consider to be in its best interest. The Halifax Regional School Board also reserves the right to waive formality, informality or technicality in any proposal.

### **13 PRESENTATIONS**

- 13.0 The Halifax Regional School Board may request further information sessions from specific proponents regarding individual and/or line of products and hardware. These information sessions will be after the proposal closing date and upon satisfactory completion of all **MANDATORY** proposal requirements.

### **14 AWARD OF PROPOSAL**

- 14.0 The Halifax Regional School Board reserves the right to modify the terms of this Request for Proposal by addenda at least three (3) days prior to the closing date and time.
- 14.1 This Request for Proposal should not be construed as a contract to purchase goods or services. The successful proponent **SHALL** be required to enter into a formal contract with the Halifax Regional School Board. The Halifax Regional School Board is not bound to the lowest priced or any proposal of those submitted. Proposals will be assessed using the evaluation criteria outlined in this Sample Evaluation Form/Scoring Criteria - **APPENDIX C**.
- 14.2 Right to Negotiate: HRSB may, in its sole discretion:
- 14.2.1 Issue a contract to the Proponent or Proponents, based on its Proposal, without further negotiation or documentation; or
  - 14.2.2 Reserves the right to negotiate and finalize further documentation as HRSB determines to be necessary. The entering into negotiation by HRSB **SHALL NOT** hinder its discretion to award the Contract to other Bidders, or not award any Contract, as determined by HRSB to be in the best interest of the Board.

### **15 CONTRACT AWARD**

- 15.0 **The TERM OF CONTRACT will be from SEPTEMBER 1, 2013 to AUGUST 30, 2016 with the sole option for the Board to renew annually for up to two additional years until AUGUST 30, 2018.**
- 15.1 Supply of new products will occur as soon as existing inventory is consumed.
- 15.2 The Halifax Regional School Board retains the right to continue to use existing products (other than specified in the proposal), where the new products would reduce the efficiency of operations, until there is an efficient time to affect the change.

## 16 INDEMNIFICATION

16.0 **Insurance Requirements:** The successful proponent **SHALL** secure and maintain at its expense during the term of this Agreement:

- (a) Workers' Compensation to meet statutory requirements and Employers' Liability with limits of not less than \$2,000,000.
- (b) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, owners and contractors liability, attached machinery extension endorsement, independent contractor, for a combined single limited of no less than \$2,000,000 per occurrence;
- (c) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence;
- (d) A Certificate of Insurance evidencing the above prior to the work being performed. Certificate should be received by the Board no later than fifteen (15) days following notice of acceptance and is to be forwarded to:

Deborah Beck, Buyer,  
Halifax Regional School Board,  
33 Spectacle Lake Drive,  
Dartmouth NS B3B 1X7;  
Fax (902) 464-0161

- (e) It is also agreed that the above insurance coverage is primary and **MUST** be kept in force during the term of this Agreement;
- (f) Furthermore, the School Board **MUST** receive at least thirty (30) days' notice of cancellation or modification of the above insurance.

**Primary Insurance:** The successful proponent agrees that the insurance as required above **SHALL** be primary and non-contributory.

**No Limitation:** The successful proponent is responsible for determining whether the above minimum insurance coverage is adequate to protect its interests. The above minimum coverage does not constitute limitations upon supplier's liability.

**Endorsements:** For the policies referenced in (b) and (c) above, there **SHALL** contain an endorsement naming the Halifax Regional School Board as an Additional Insured and eliminating and removing any exclusion of liability for **i)** injury, including bodily injury and death to an employee of the insured or of the School Board, or **ii)** any obligation of the insured to indemnify, hold harmless, defend, or otherwise make contribution to the School board because of damage arising out of injury, including bodily injury and death, to an employee of the School Board.

16.1 Proponents **SHALL** comply with all the requirements of the Workers' Compensation Act, Unemployment Insurance requirements and any other labour legislation applicable and **SHALL** ensure compliance therewith by all sub-



contractors. Proponents **SHALL** furnish certificates of compliance with said requirements as and when required by the Board to do so.

## **17 TERMINATION**

17.0 Termination of Convenience: The Halifax Regional School Board may terminate a contract, in whole or in part, whenever the Halifax Regional School Board determines that such a termination is in the best interest of the Halifax Regional School Board, without just cause giving sixty (60) days written notice to the proponent. The Halifax Regional School Board **SHALL** pay all contract costs up to the date of termination. However, in no event **SHALL** the proponent be paid an amount that exceeds the bid price for the work performed.

17.1 Termination for Default: When the proponent has not performed or has unsatisfactorily performed the contract, the Halifax Regional School Board may terminate the contract for default. Upon termination for default, outstanding payment will be withheld at the discretion of the Halifax Regional School Board. 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 the Halifax Regional School Board in re-procuring and completing the work.

## **18 CONFIDENTIALITY**

18.0 The selected proponent agrees not to release or in any way cause to release any confidential information of the Halifax Regional School Board unless they have been specifically approved in writing.

18.1 The proponents acknowledge that all information provided within the specifications and attachments is confidential and the proponent agrees to maintain all such information in confidence and to use such information only for the purpose of responding to this Request for Proposal. The proponent further agrees to indemnify and hold the Halifax Regional School Board harmless against any claim, loss or damages, however caused and including legal costs that may arise from any breach of such confidentiality by the proponent, its agents or employees.

## **19 REFERENCES**

19.0 The Halifax Regional School Board **REQUIRES** a comprehensive list of customers utilizing similar products and services. The list requires a minimum of five (5) references, including contact name, title and telephone number. A list of customers by products used would be preferable.



## APPENDIX A

### CUSTODIAL PRODUCTS/HARDWARE LISTING

The following list is a list of Custodial products/hardware used on a regular basis within the Halifax Regional School Board.

- A.1 Neutral PH Floor Cleaner
- A.2 Floor Stripper
- A.3 Floor Sealer
- A.4 Flooring Spray Buff
- A.5 Floor Finish
- A.6 Floor Cleaner; salt and mineral remover
- A.7 Toilet Bowl Cleaner
- A.8 Disinfectant Cleaner
- A.9 Toilet Fixture Cleaners
- A.10 Cleaners for glass, window, walls, furniture (All Purpose Cleaner)
- A.11 Glass Cleaner
- A.12 Hand Soap
- A.13 Floor Finish, gym Synthetic, Wood, Vinyl Composite Tile
- A.14 Spill Absorbent
- A.15 Paper Towel
- A.16 Toilet Paper
- A.17 Garbage Bags, clear plastic, various sizes

### CONDITIONS

1. Products **MUST** meet Occupational Health and Safety Standards
2. Products **MUST** be low or no scent.
3. Products **MUST** be non-aerosol, non-spray.
4. Annual consumption estimates as noted in **APPENDIX E**.
5. All quoted measures, weights and quality specifications of products **MUST** be guaranteed by the supplier for the life of the contract.

## APPENDIX B

### Schedule of Major Custodial Products/Hardware Order Dates

The Halifax Regional School Board provides three scheduled bulk order dates when schools submit requests for supplies, hardware and materials.

**Order #1 May 1<sup>st</sup> – 8<sup>th</sup> of each year.** This order is not normally expected to arrive until mid June and includes all summer clean up supplies and the regular custodial products/hardware and supplies that are **REQUIRED** to accommodate each site for the period of June 15<sup>th</sup> to November 15<sup>th</sup>.

**Order #2 October 1<sup>st</sup> – 8<sup>th</sup> of each year.** This order is expected to arrive mid November and includes the regular custodial products/hardware and supplies that are **REQUIRED** to accommodate each site for the period of November 15<sup>th</sup> to March 15<sup>th</sup>.

**Order #3 February 1<sup>st</sup> – 8<sup>th</sup> of each year.** This order is expected to arrive mid March and includes the regular custodial products/hardware and supplies that are **REQUIRED** to accommodate each site for the period of March 15<sup>th</sup> to June 15<sup>th</sup>.

APPENDIX C

**SAMPLE CUSTODIAL PRODUCTS/HARDWARE  
EVALUATION FORM/SCORING CRITERIA**

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

<i>0 = lowest      100 = highest</i>	Possible Points	Score
Proposal Meets <b>MANDATORY</b> Requirements	5	
Qualifications, capability, experience, financial stability, references, local representation	20	
User/Environmentally Friendly Products/Products Meet Intended Function	15	
Training/Support Program Proposed	20	
Overall Pricing	25	
Added Value	15	
<i>Total Points</i>	100	

\_\_\_\_\_

Date

\_\_\_\_\_

Evaluator's Signature

**DO NOT INCLUDE PREVIOUS PAGES WITH YOUR SUBMISSION**

APPENDIX D

**PROPONENT INFORMATION FORM**  
**RFP #3561**  
**CUSTODIAL PRODUCTS/HARDWARE**

FIRM \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

6. By signing below the Proponent confirms and agrees to the following statements:

- (a) A representative of our company has attended the **MANDATORY** information session(s) and our company is familiar with local conditions and the character/extent of the work, has examined the Proposal documentation and thoroughly understands its stipulations, requirements and provisions.
- (b) Our company understands the services required; has investigated and will arrange for availability of staffing to enable the continuous prosecution of the work described within the proposal documentation if awarded this RFP.
- (c) Our company will meet all the mandatory requirements specified in **APPENDIX G**.
- (d) Our company acknowledges that the following Addenda have been received and are included in this proposal:

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
<b>HARD GOODS</b>					
Broom, Angle Cut Magnetic 9" (plastic)	EACH	1,087		\$ -	
Broom, (corn) Heavy Duty	EACH	150		\$ -	
Broom Head, (push) 24"	EACH	31		\$ -	
Broom Head, (push) 36"	EACH	13		\$ -	
Broom Head (street/barn) 14"	EACH	24		\$ -	
Brush, Wall Washing Kit - Head/Handle/Frame Incl	EACH	323		\$ -	
Brush, Refill (Mop Head) for Wall Washing Kit	EACH	504		\$ -	
Brush Head, Wall/Deck Scrub/ with squeegee	EACH	100		\$ -	
Doodlebug Pad 3M - Black	EACH	599		\$ -	
Doodlebug Pad Holder	EACH	409		\$ -	
Duster, Polywool - 80" WOOLY WONDER"	EACH	393		\$ -	
Dustpan Lobby Style	EACH	319		\$ -	
Dustpan, 12" Regular Metal	EACH	154		\$ -	
Garbage Can, (Clstrm) Plastic 28Qt - (20 x 22 bags)	EACH	292		\$ -	
Garbage Can, Galvanized 16.5Gal - (26 x 36 bags)	EACH	284		\$ -	
Brute 20GAL GARBAGE CAN - GRAY (30 x 38 bags)	EACH	109		\$ -	
Gloves, Disposable Vinyl Small 100/Box	BOX	1,398		\$ -	
Gloves, Disposable Vinyl Med 100/Box	BOX	3,090		\$ -	
Gloves, Disposable Vinyl Large 100/Box	BOX	3,566		\$ -	
Gloves, Disposable Vinyl X-Large 100/Box	BOX	1,382		\$ -	
Gloves, Rubber Small (flock lined)	PAIR	118		\$ -	
Gloves, Rubber Medium (flock lined)	PAIR	447		\$ -	
Gloves, Rubber Large (flock lined)	PAIR	682		\$ -	
Gloves, Rubber X-Large (flock lined)	PAIR	552		\$ -	
Gloves, Nitrile Small 100/box	BOX	23		\$ -	
Gloves, Nitrile Medium 100/box	BOX	85		\$ -	

CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
Gloves, Nitrile Large 100/box	BOX	220		\$ -	
Gloves, Nitrile X- Large 100/box	BOX	102		\$ -	
Handle, Threaded Wooden 60"	EACH	162		\$ -	
Mop Head, Dry (Refill) 18"High Static Blue	EACH	794		\$ -	
Mop Head, Dry (Refill) 24" High Static Blue	EACH	2,672		\$ -	
Mop Head, Dry (Refill) 36"High Static Blue	EACH	765		\$ -	
Mop Head, Dry (Refill) 48" High Static Blue	EACH	425		\$ -	
Mop Head, Dry (Refill) 60" High Static Blue	EACH	269		\$ -	
18"X 5" Snap-On Dustmop Frame (only)	EACH	94		\$ -	
24"X 5" Snap-On Dustmop Frame (only)	EACH	102		\$ -	
36"X 5" Snap-On Dustmop Frame (only)	EACH	36		\$ -	
48"X 5" Snap-On Dustmop Frame (only)	EACH	44		\$ -	
60"X 5" Snap-On Dustmop Frame (only)	EACH	33		\$ -	
60" Mop Dry handles, Rubbermaid Snap-on FGM11600	EACH	332		\$ -	
Mop, Wet Refill GP Rayon Loop 16oz (small)	EACH	432		\$ -	
Mop, Wet Refill GP Rayon Loop 20oz (medium)	EACH	1,823		\$ -	
Mop, Wet Refill GP Rayon Loop 24oz (large)	EACH	3,888		\$ -	
Mop, Wet Refill GP Rayon Loop 28oz (XLarge)	EACH	2,796		\$ -	
Mop Handle 54" - (Wet) Snap-N Go Plastic	EACH	249		\$ -	
Mop Handle 60" - (Wet) Snap-N Go Plastic	EACH	69		\$ -	
Mop, Roller Sponge 12" (ROL O MATIC)	EACH	169		\$ -	
Mop (Refill for ROL O MATIC)	EACH	106		\$ -	
Mop, Toilet Bowl (without cone) Acrylic	EACH	1,380		\$ -	
Mop Wax Finish Refills Loop 20 oz.	EACH	365		\$ -	
Mop Bucket & Wringer Yellow Rubbermaid FG768000	EACH	112		\$ -	
Odour Control D-Vour Absorbent 450gm	EACH	658		\$ -	
Pad, 3M Hi Pro Stripping 11 "	EACH	90		\$ -	



CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
Pad, 3M Hi Pro Stripping 18" Black	EACH	17		\$ -	
Pad, 3M Hi Pro Stripping 19" Black	EACH	376		\$ -	
Pad, 3M Hi Pro Stripping 20" Black	EACH	851		\$ -	
Pad, stripping 11" - Black, 5/case	CASE	20		\$ -	
Pad, stripping 18" - Black	EACH	17		\$ -	
Pad, stripping 20" - Black	EACH	626		\$ -	
Pad, Buffing 11" - Red 5/case	CASE	90		\$ -	
Pad, Buffing 13" - Red	EACH	159		\$ -	
Pad, Buffing 16" - Red	EACH	47		\$ -	
Pad, Buffing 18" - Red	EACH	46		\$ -	
Pad, Buffing 19" - Red	EACH	478		\$ -	
Pad, Buffing 20" - Red	EACH	1,036		\$ -	
Pad, scrubbing 11" - Blue	EACH	125		\$ -	
Pad, scrubbing 13" - Blue	EACH	15		\$ -	
Pad, scrubbing 19" - Blue	EACH	96		\$ -	
Pad, scrubbing 20" - Blue	EACH	20		\$ -	
Pad, burnishing 19" high speed (natural hair)	EACH	226		\$ -	
Pad, burnishing 20" high speed (natural hair)	EACH	604		\$ -	
Pad, scouring 3M, Green 10/pkg	PKG	1,788		\$ -	
Pail, Plastic 12 Qt	EACH	327		\$ -	
Rags, Cleaning (white jersey) 25lbs/box	BOX	837		\$ -	
Sanitary Napkin Disposal Unit (plastic)	EACH	128		\$ -	
Sanitary Napkin Waxed KRAFT Liners 500/box	BOX	178		\$ -	
Scraper 5 in 1	EACH	882		\$ -	
Safety Scraper- ( Metal)	EACH	784		\$ -	
Safety Scraper Replacement Blades 100/Box	BOX	112		\$ -	

CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
Signs, "CLEANING IN PROGRESS" - Yellow	EACH	37		\$ -	
Signs, "WET FLOOR" - Yellow	EACH	139		\$ -	
Spray Bottle (only) - Labeled - All purpose cleaner	EACH	636		\$ -	
Spray Bottle (only) - Labeled -Glass Cleaner	EACH	466		\$ -	
Spray Bottle (only) -Labeled - Disinfect	EACH	746		\$ -	
Spray Bottle (only) - Labelled - Spray Buff	EACH	117		\$ -	
Spray Bottle (only) - Unlabelled	EACH	86		\$ -	
Spray Bottle Head, (Trigger Only)	EACH	3,385		\$ -	
Toilet Plunger heavy duty	EACH	282		\$ -	
Red Wiper Entrance Matting 4'X6'	EACH	210		\$ -	
Red Wiper Entrance Matting 6'X12'	EACH	54		\$ -	
Micro Fiber Cloth - Blue 14"X14"	EACH	403		\$ -	
Micro Fiber Cloth - Green 14"X14"	EACH	347		\$ -	
Micro Fiber Cloth - Red 14"X14"	EACH	383		\$ -	
Micro Fiber Cloth - Yellow 14"X14"	EACH	124		\$ -	
"Nifty Nabber " Tool	EACH	25		\$ -	
Window Squeegee, plastic 12"	EACH	125		\$ -	
Window Squeegee, plastic 16"	EACH	195		\$ -	
				\$ -	
<b>RECYCLING BINS PRODUCTS</b>				\$ -	
14QT DESKSIDER (upright recycle container) BLUE (20 x 22 bags)	EACH	128		\$ -	
28QT DESKSIDER (upright recycle container) BLUE (20 x 22 bags)	EACH	92		\$ -	
6 GALLON DESK SLIDER (paper recycle container) BLUE	EACH	78		\$ -	
14 GALLON DESK SLIDER (paper recycle container) BLUE	EACH	128		\$ -	
Brute 20GAL GARBAGE CAN - BLUE (30 x 38 bags)	EACH	26		\$ -	

CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
Brute 32GAL CONTAINER - GREEN (36 x 50 bags)	EACH	53		\$ -	
14GAL Recycling Container - GREEN (26 x 36 bags)	EACH	104		\$ -	
Lid for 14gal Green Container	EACH	75		\$ -	
Household GREEN Organic Composter (20 x 22 bags)	EACH	25		\$ -	
<b>WATER TREATMENT PRODUCTS</b>					
Water softener conditioning salt 20kg. (56 bags/pallet)	BAG	2,724		\$ -	
12% LAVA Chlorine Bleach (FOR Water TREATMENT ONLY) 5L	EA	1,788		\$ -	
				\$ -	
<b>CLEANING PRODUCTS (Dispensed)</b>				\$ -	
Bowl Cleaner (Non-Acid) -171 X 2X 2L Dispensed 1:62	RTU/L	153,760		\$ -	
Disinfectant - 1906 X2X2L Dispensed 1.62	RTU/L	472,688		\$ -	
Floor cleaner (neutral) 2143 X 2 X2L- Dispensed 1:256	RTU/L	2,194,432		\$ -	
Glass Cleaner - 282 X 2 X 2L Dispensed 1:42	RTU/L	47,544		\$ -	
Multi Purpose Cleaner -1428 X 2.2L Dispensed 1:12	RTU/L	68,544		\$ -	
Spray Buff-376 X 2x2L Dispensed 1:64	RTU/L	96,256		\$ -	
<b>FLOOR CARE PRODUCTS</b>					
Scrub & Recoat Cleaner - 110 X 4L Concentrate -1:40	RTU/L	177,600		\$ -	
Winter Rinse Floor cleaner 897 X 4L Concentrate -1:40	RTU/L	143,520		\$ -	
Floor Finish 20L	EACH	2,728		\$ -	
Floor Sealer, 20L	EACH	209		\$ -	
Floor Stripper 20L	EACH	630		\$ -	
Baseboard Stripper 32oz Aerosol	EACH	336		\$ -	

CUSTODIAL PRODUCTS/HARDWARE BID SHEETS - APPENDIX "E"

DESCRIPTION	UNIT OF MEASURE	ANNUAL USAGE	PRODUCT UNIT COST (NO HST)	PRODUCT UNIT COST X USAGE	COMMENTS
<b>HAND SOAP</b>					
Hand Soap -Unscented Foam Soap 8 X1L/4298-Case /1449 shots/perL	Liter	34,384		\$ -	
Hand Soap Dispenser	EACH	658		\$ -	
<b>PAPER PRODUCTS</b>					
Toilet Paper, 1 PLY 48x1000/sheets /Case	CASE	2,558		\$ -	
Toilet Paper holder - Single Roll Dispenser	EACH	449		\$ -	
Toilet Paper holder - Double Roll Dispenser	EACH	32		\$ -	
8" Roll Paper Towel 12x425'/Case - 1 3/4" core	CASE	5,476		\$ -	
Paper Towel Dispenser - Hands Free	EACH	278		\$ -	
				\$ -	
<b>GARBAGE BAGS</b>					
20 X 22 CLEAR 1000 Bags x 1716 Case- 0.34mil	EA BAG	1,716,000		\$ -	
26 X 36 CLEAR 500 Bags x 2851 Case - 0.51mil	EA BAG	1,425,500		\$ -	
30 X 38 CLEAR 500 Bags x 1026 Case - 0.51mil	EA BAG	513,000		\$ -	
35 X 50 CLEAR 200 Bags x 3717 Case - 0.75 mil	EA BAG	743,400		\$ -	
43 X 48 CLEAR 200 Bags x 41 Case - 0.99 mil	EA BAG	8,200		\$ -	
<b>GRAND TOTAL BEFORE HST</b>				\$ -	

**Custodial Cleaning Supplies/Equipment RFP**  
**APPENDIX F - Janitor's Closets Building Area (sq. ft.)**

May, 2013

<b>School/Building</b>	<b>Square Footage</b>	<b>Year of Construction Renovation</b>	<b>Janitors' Closets (Dispenser Sites)</b>	<b>Notes</b>
A.J. Smeltzer Junior High	57,923	1980	2	
Admiral Westphal Elementary	68,804	1975	4	
Alderney Elementary	26,770	1953 1966	2	
Ash Lee Jefferson Elementary	63,102	1999	2	
Astral Drive Elementary	36,811	1984	2	
Astral Drive Junior High	60,273	1988	3	
Atlantic Memorial Elementary	25,400	1959	1	
Atlantic Memorial Terence Bay Bldg	13,260	1960	1	
Atlantic View Elementary	20,368	1960	2	
Auburn Drive High	129,427	1995	4	
Basinview Drive Community Elementary	63,200	1994	2	
Beaver Bank-Kinsac Elementary	30,451	1961	2	
Beaver Bank-Monarch Drive Elementary	33,700	1988	2	
Bedford Central	13,175	1941	2	
Beechville Lakeside Timberlea Elementary 3-5	50,440	1972	2	
Beechville Lakeside Timberlea Elementary P-2	46,043	1991	2	
Bel Ayr Elementary	24,994	1964	2	
Bell Park Academic Center	37,483	1979	2	
Bicentennial	64,749	1951 1963 1975	4	
Brookhouse	36,051	1967 1971	4	
Brookside Junior High	51,246	1972	2	
Burton Ettinger	50,590	1959	4	
Caldwell Road Elementary	31,186	1964	3	
Caledonia Junior High	58,565	1963	3	
Caudle Park Elementary	29,090	1974	3	
Cavalier Drive Elementary/Junior High	51,500	1985	2	
Central Spryfield	37,979	1947 1972	3	
Charles p. Allen NEW	167,000	2013	5	
Charles P. Allen High	116,763	1979	3	
Chebucto Heights Elementary	62,241	1974	3	
Citadel High	198,660	2007	6	
Clayton Park Junior High	51,770	1964 1968	3	
Colby Village Elementary	27,425	1975	2	
Cole Harbour District High	100,321	1979	3	
Colonel John Stuart Elementary	22,254	1960	1	
Cornwallis Junior High	42,367	1950	2	
Crichton Park	27,075	1960	2	
Cunard Junior High	31,934	1965	2	
Dartmouth High School	143,044	1959 1961 1967	5	
Duc d'Anville Elementary	52,809	1964 1968 1971 1972	2	
Duncan MacMillan High	48,091	1963	3	
Dutch Settlement Elementary	21,156	1983	1	
East St. Margarets Elementary	17,878	1958	2	
Eastern Consolidated Elementary	11,990	1956	1	

**Custodial Cleaning Supplies/Equipment RFP**  
**APPENDIX F - Janitor's Closets Building Area (sq. ft.)**

May, 2013

<b>School/Building</b>	<b>Square Footage</b>	<b>Year of Construction Renovation</b>	<b>Janitors' Closets (Dispenser Sites)</b>	<b>Notes</b>
Eastern Shore District High	68,697	1966	3	
Ecole Beaufort	32,186	1952	3	
Elizabeth Sutherland	56,407	1957 1977	3	
Ellenvale Junior High	56,449	1967	2	
Eric Graves Memorial Junior High	43,752	1976	3	
Fairview Heights	21,756	1967	2	
Fairview Heights-Annex	13,700	1960	1	
Fairview Junior High	70,904	1971 1972	3	
Five Bridges Jr. High	99,847	1965	3	
Gaetz Brook Junior High	58,711	1979	3	
George Bissett Elementary	30,740	1981	3	
Georges P. Vanier Junior High	58,804	1968	2	
Gertrude M. Parker Elementary	29,397	1976	3	
Gorsebrook Junior High	47,168	1950 1971	2	
Graham Creighton Junior High	68,643	1964	3	
Grosvenor-Wentworth Park Elementary	42,741	1960 1976 1977	2	
Halifax West High	184,100	2002	6	
Hammonds Plains Consolidated	52,519	1996	1	
Harbour View Elementary	77,311	1946 1972	5	
Harold T. Barrett Junior High	40,837	1984	2	
Harrietsfield Elementary	21,934	1977	2	
Harry R. Hamilton Elementary	38,649	1980	2	
Hawthorn Elementary	41,498	1971	3	
Herring Cove Junior High	44,700	1973	3	
Highland Park Junior High	29,005	1955	2	
Hillside Park Elementary	29,770	1956	3	
Holland Road Elementary	33,223	1988	1	
HRSB, 90 Alderney Drive, Dartmouth	24,000	1967	4	
Humber Park Elementary	24,670	1968	2	
Ian Forsyth Elementary	38,123	1965	4	
Inglis Street Elementary	42,863	1952	3	
J. L. Ilsley High	148,523	1970	3	
John MacNeil Elementary	25,053	1968	1	
John Martin Junior High	71,332	1963	4	
John W. MacLeod - Fleming Tower Elementary Bldg	9,464	1962	1	
John W. MacLeod	33,922	1947 1958	2	
Joseph Giles Elementary	33,448	1981	2	
Joseph Howe Elementary	43,844	1966 1967	3	
Kingswood	67,981	2005	2	
Lakefront Consolidated Elementary	8,256	1954	1	
LeMarchant-St. Thomas Elementary	37,322	1923 1930 1958	2	
Leslie Thomas Junior High	45,138	1975	3	
Michael Wallace Elementary	24,003	1960	2	
Millwood Elementary	38,019	1988	2	

**Custodial Cleaning Supplies/Equipment RFP**  
**APPENDIX F - Janitor's Closets Building Area (sq. ft.)**

May, 2013

<b>School/Building</b>	<b>Square Footage</b>	<b>Year of Construction Renovation</b>	<b>Janitors' Closets (Dispenser Sites)</b>	<b>Notes</b>
Millwood High	82,450	1989	2	
Mount Edward Elementary	25,079	1961 1962	2	
Musquodoboit Rural High	72,662	2008	3	
Musquodoboit Valley Education Centre	50,000	2000	2	
Nelson Whynder Elementary	29,940	1993	2	
Ocean View Elementary	44,061	1954	4	
Oldfield Consolidated	8,804	1962	1	
Oxford	88,069	1938 1959 1967	3	
Oyster Pond	82,000	2007	2	
Porters Lake	59,625	2011	4	
Prince Andrew High	145,911	1959 1970	4	
Prince Arthur Junior High	62,665	1955 1967	5	
Prospect Road Elementary	22,907	1981	1	
Robert Kemp Turner Elementary	27,148	1977	2	
Rockingham Elementary	49,703	1940 1961 1977	4	
Rockingstone Heights	47,202	1974	3	
Ross Road	54,029	1970	4	
Sackville Centennial Elementary	15,915	1968	1	
Sackville Heights Junior High	73,044	1999	2	
Sackville High	143,528	1972	3	
Saint Mary's Elementary	13,630	1950	2	
Sambro Elementary	17,405	1968	2	
Seaside Elementary	44,737	1974	3	
Shannon Park Elementary	59,850	1952 1965	4	
Shatford Memorial Elementary	18,478	1948	2	
Sheet Harbour Consolidated	21,150	1957	1	
Sir Charles Tupper	33,352	1929 1955	2	
Sir John A. Macdonald High	124,603	2005	3	
Sir Robert Borden Junior High	58,106	1969	2	
Smokey Drive Elementary	27,125	1978	2	
South Woodside Elementary	27,232	1959 1979	1	
Southdale-North Woodside	52,500	1953 1960	2	
Springvale Elementary	36,425	1955	3	
St. Agnes Junior High	48,947	1974 1975 1976	2	
St. Catherine's Elementary	51,642	1956 1961	2	
St. Joseph's A McKay Elementary	47,532	1921 1960	5	
St. Stephen's Elementary	46,678	1948 1950	2	
Sunnyside Elementary-Eaglewood	28,102	1964	2	
Sunnyside Elementary-Fort Sackville	8,308	1950	1	
Sycamore Lane Elementary	24,108	1971	2	
Tallahassee Community	64,600	1991	3	
Tantallon Elementary (P-2)	29,224	1980	2	
Tantallon Elementary (3-5)	50,464	1972	2	
Upper Musquodoboit Consolidated	10,540	1962	1	

**Custodial Cleaning Supplies/Equipment RFP  
APPENDIX F - Janitor's Closets Building Area (sq. ft.)**

May, 2013

<b>School/Building</b>	<b>Square Footage</b>	<b>Year of Construction Renovation</b>	<b>Janitors' Closets (Dispenser Sites)</b>	<b>Notes</b>
Waverley Memorial building	13,629	1949	1	
Westmount Elementary	42,398	1950	2	
William King Elementary	34,822	1990	2	
<b>TOTAL</b>	<b>6,685,096</b>		<b>337</b>	
<b>AVERAGE</b>	<b>49,519</b>			



**APPENDIX "G"**  
**MANDATORY REQUIREMENTS CHECKLIST**  
**PAGE 1 OF 2**

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

- All proponents **MUST** attend the **MANDATORY INFORMATION SESSION(S)**.
- All proponents are **REQUIRED** to submit pricing for **ALL PRODUCT/HARDWARE ITEMS**.
- Proponents **MUST** submit costs showing unit prices and total pricing and **MUST** quote prices based on the unit sizes requested by the Board in Appendix E.
- Volume discounts **MUST** be clearly stated.
- Pricing for alternate products **MUST** be clearly stated.
- Weight, liquid volume or size of shipped container in metric units **MUST** be indicated.
- Proponents **MUST** provide product/hardware pricing for the first three years of the proposed contract and the two optional years. Pricing proposed shall not exceed either the manufacturer's increase or the annual National Cost of Living Index (CPI) for that year.
- In cases where HRSB has specified a "Brand Name Product" any substitutes **MUST** be equal to or better than the product specified (HRSB's final determination). Where "NO SUBS" has been specified/**REQUIRED** for a product, proponents will be disqualified if an alternate product is proposed.
- All prices **MUST** be FOB individual schools/offices with minimum order of no more than \$100.
- Proponents **MUST** provide "percentage discount" for items not listed in the RFP.
- Proponents **MUST** have the ability deliver directly to ALL SITES.
- Proponents **MUST** guarantee that the Products/hardware listed on the bid form (core list) will be shipped and delivered within 72 HOURS of order receipt.
- Proponents and **MUST** invoice within 7 days and be capable of providing proof of delivery, if required.
- Proponents **MUST** have a system in place for the return of goods upon request.
- The custodial products/hardware/hardware proposed **MUST** meet the specifications provided by HRSB in the sole opinion of the Evaluation Team.
- Proponents **MUST** supply Green Seal and/or Environmental Choice certified products (chemicals).
- Products/hardware proposed **MUST** be compatible with products/hardware currently used by the Board.
- Proponents **MUST** disclose any potential or perceived conflicts of interest.
- Proponents **MUST** indicate which percentage of hardware/supplies will be provided by the proponent versus out-sourcing or subcontractors
- Proponents **MUST** provide WHMIS training as required.

**APPENDIX “G”**  
**MANDATORY REQUIREMENTS CHECKLIST**  
**PAGE 2 OF 2**

- At the request of the Board Proponents **MUST** provide external or internal product testing to confirm the product’s ability to perform the intended task in HRSB facilities as determined by HRSB custodial managerial staff.
- If at the discretion of the Board an alternate product is required, proponents shall supply the alternate at no extra cost to the Board.
- Proponents **MUST** provide the Board with a description of your secure electronic on-line ordering for school caretakers which **MUST** be user friendly and which permits viewing of orders by custodial supervisors prior to final order placement.
- Proponents shall indicate any cost of your proposed product/hardware support/training program.
- Products **MUST** not contain substances as per clause 8.2, **MUST** be scent free as per clause 8.6 and guaranteed measures, weights etc. as required in 9.1.2.
- Proponents **MUST** provide illustrations/specs on product line proposed.
- All proposed and acquired hardware **MUST** be CSA approved as per clause 9.2.3.
- The successful proponent **MUST** supply MSDS as required in 9.3.6.
- Handsoap dispensers **SHALL** be included in the cost of the handsoap and must be provided to HRSB at no additional cost to the Board.
- Proponents’ dispensed products **MUST** be compliant with the requirements listed in Article 9.4.
- Proponents **MUST** agree to comply with the requirements listed in Article 10.6 – school visits.
- Proponents **MUST** comply with the requirements listed in Article 11.3.3 – probationary period/alternate products.
- The successful proponent **MUST** comply with the insurance requirements as noted in Article 16.
- List of References as required in Article 19.
- Workers’ Compensation Board Letter of Good Standing (15 days after award)
- Six (6) identical copies of proposal plus an electronic copy on a thumb drive or CD.
- Completed Appendix D – Vendor Information form.
- Completed Appendix E – Price Sheet (pricing based on unit sizes requested by Board).
- Completed Appendix G – Mandatory Requirements Check List.
- Applicable Warranty Information.

**Troubleshooting Chart:**

Problem	Cause	Solution
1. No discharge	a. No water b. Magnetic valve not functioning c. Excessive water pressure  d. Eductor clogged e. Clogged water inlet strainer	a. Open water supply b. Install valve parts kit c. Install regulator if water pressure exceeds 60 PSI (flowing) d. Clean* or replace e. Disconnect inlet water line and clean s strainer
2. No concentrate draw	a. Clogged foot valve b. Metering tip or eductor has scale build-up c. Low water pressure  d. Discharge tube and/or flooding ring not in place  e. Concentrate container empty f. Inlet hose barb not screwed into eductor tightly g. Clogged water inlet strainer h. Air leak in chemical pick-up tube	a. Clean or replace b. Clean (descale)* or replace  c. Minimum 20 PSI (with water running) required to operate unit properly d. Push tube firmly onto eductor discharge hose barb, or replace tube if it doesn't have a flooding ring. e. Replace with full container f. Tighten, but do not overtighten  g. Disconnect inlet water line and clean strainer h. Put clamp on tube or replace tube if brittle
3. Excess concentrate draw	a. Metering tip not in place b. Chemical above eductor	a. Press correct tip firmly into barb on eductor b. Place concentrate below the eductor
4. Failure of unit to turn off	a. Water valve parts dirty or defective b. Magnet doesn't fully return c. Push button stuck	a. Clean* or replace with valve parts kit b. Make sure magnet moves freely. c. Remove button and clean cabinet/button to remove any dirt lodged in slide recess
5. Excess foaming in discharge	a. Air leak in pick-up tube	a. Put clamp on tube or replace tube if brittle

\* In hard water areas, scale may form inside the discharge end of the eductor, as well as in other areas of the unit that are exposed to water. This scale may be removed by soaking the eductor in a descaling solution (deliming solution). To remove an eductor located in the cabinet, firmly grasp water valve and unthread eductor. Replace in same manner. Alternatively, a scaled eductor can be cleaned (or kept from scaling) by drawing the descaling solution through the unit. Operate the unit with the suction tube in the descaling solution. Operate the unit until solution is drawn consistently, then flush the unit by drawing clear water through it for a minute. Replace concentrate container and put suction tube into concentrate.



## Proportioning System with E-gap Eductors

**Package Contains:**

1. Proportioner unit.
2. Supply tube(s).
3. In-line check valve(s) and weight(s).
4. Discharge tube(s).
5. Metering tip kit(s).
6. Mounting anchor kit.
7. Drip tray(s) for 1 GPM eductor(s) only.
8. Instruction sheet.

**THANK YOU FOR YOUR INTEREST IN OUR PRODUCTS**

Please use this equipment carefully and observe all warnings and cautions.  
\*\*\*\*\* NOTE \*\*\*\*\*

<b>WEAR</b>	protective clothing and eyewear when dispensing chemicals or other materials.
<b>ALWAYS</b>	observe safety and handling instructions of the chemical manufacturers.
<b>ALWAYS</b>	direct discharge away from you or other persons or into approved containers.
<b>ALWAYS</b>	dispense cleaners and chemicals in accordance with manufacturer's instructions. Exercise <b>CAUTION</b> when maintaining your equipment.
<b>KEEP</b>	equipment clean to maintain proper operation.
<b>WEAR</b>	protective clothing and eyewear when working in the vicinity of all chemicals, filling or emptying equipment or changing metering tips.
<b>ALWAYS</b>	re-assemble equipment according to instruction procedures. Be sure all components are firmly screwed or latched into position.
<b>ATTACH</b>	only to tap water outlets (85 PSI maximum).
<b>NOTE</b>	If the unit is used to fill a sink or the discharge hose can be placed into a sink, the unit must be mounted so that the bottom of the cabinet is above the overflow rim of the sink.

**Installation and Operation:**

(Repeat steps as necessary for each eductor your unit contains.)

1. Unlock the front door panel and open it.
2. To mount the unit to a wall, drill mounting holes and insert the plastic toggle anchors provided into the holes. Use the screws provided to secure the unit to the wall.
3. Select a metering tip (see next section) and insert the tip into the eductor hose barb.
4. Connect a long, flexible discharge tube to the bottom of any 3.5 GPM (yellow) eductor, applying the end opposite the hook. Route the hose out the bottom of the unit, through the holes provided. The hook allows the discharge tube to hang neatly when not in use. Make sure all discharge tubes are fully engaged onto the eductors.
5. Connect water supply hose of at least 1/2" ID to water inlet swivel at right side of manifold. (Minimum 25 PSI pressure, with water running, is required for proper operation.) Route hose out the side of the cabinet, through the hole provided, and attach the hose to the water supply source. Turn water supply on. If needed, the front panel can be removed by loosening the screws inside the bottom edge and then lifting the front off.
6. Install the suction tube as follows:
  - Slide a ceramic weight over one end of the piece of tubing.
  - Push the hose barb end of a foot valve into one end of the open tube.
  - Slide the weight down to the foot valve.
  - Place foot valve end of suction tube into the concentrate container and put container into proportioner cabinet.
  - Push the other (open) end of the suction tube assembly over the hose barb/metering tip on the eductor.
  - REMEMBER TO CHECK FOOT VALVE STRAINER FOR CLOGGING PERIODICALLY. CLEAN IF NECESSARY.
7. Close front door panel and lock. If dispenser has any 1 GPM eductors, be sure a drip tray is in its place at the bottom of the shelf, below concentrate container, for all 1 GPM stations.
8. Write product name on one of the labels supplied and apply the label under the button to correspond to the product that will be dispensed by depressing that button, and the type of container the solution will be dispensed into.
9. Purge air from system by repeated rapid depressions of activating device. The bucket fill activates by holding and depressing lever of gun. To stop flow, release lever. The lever can be locked on by flipping clip to hold lever.  
**CAUTION: Lever must be manually unlocked to stop flow. Overflow will result if left locked in open position.**

**Metering Tip Selection:**

The final concentration of the dispensed liquid is related to both the size of the metering tip opening and the viscosity of the liquid being siphoned. If product viscosity is noticeably greater than that of water, consult the procedure for Measurement of Concentration on the next page to achieve your desired water-to-product ratio. For water-thin products, use the chart on the next page as a **guideline**. Because such factors as inlet water pressure and temperature can affect dilution ratios, the figures listed on the chart are only approximate. Test the actual dilution you are achieving using the Measurement of Concentration procedure for best results. Use the undrilled, clear tip for drilling a size not listed.

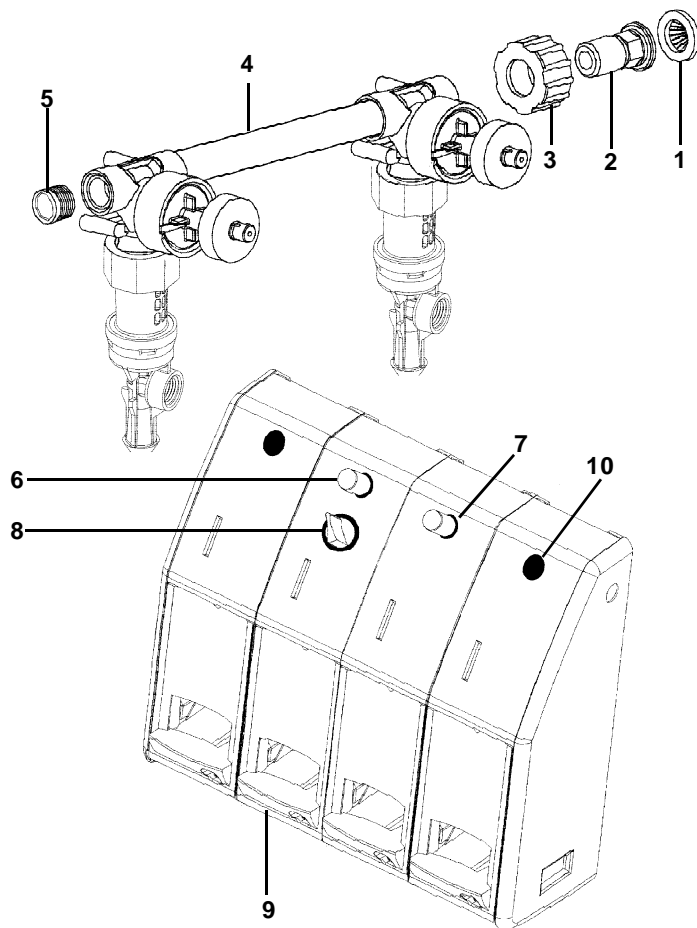
**Measurement of Concentration:**

You can determine the dispensed water-to-product ratio for any metering tip and product viscosity. All that is required is to operate the primed dispenser for a minute or so and note two things: the amount of dispensed solution, and the amount of concentrate used in preparation of the solution dispensed. The water-to-product ratio is then calculated as follows:

Dilution Ratio (X:1) where X =  $\frac{\text{Amount of Mixed Solution} - \text{Amount of Concentrate Drawn}}{\text{Amount of Concentrate Drawn}}$  Dilution Ratio, then, equals X parts water to one part concentrate (X:1). If the test does not yield the desired ratio, choose a different tip and repeat the test. Alternative methods to this test are 1) pH (using litmus paper), and 2) titration. Contact your concentrate supplier for further information on these alternative methods and the materials required to perform them.

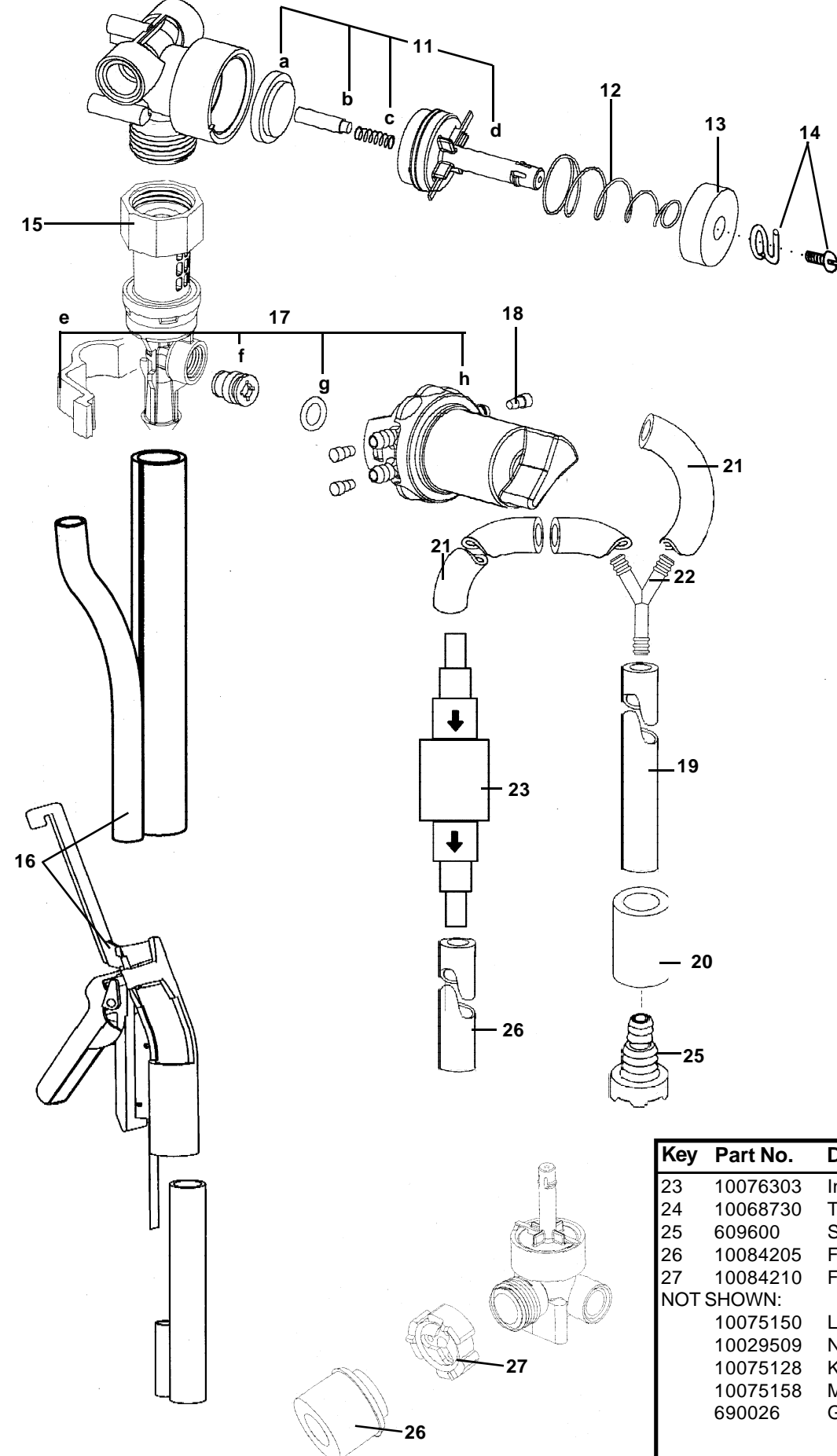
APPROXIMATE DILUTIONS AT 40 PSI FOR WATER-THIN PRODUCTS (1.0 CP)				
Tip Color	Orifice Size	Std. Drill Number	Ratio (per Eductor Flow)	
			1 GPM	3.5 GPM
No Tip	.187	(3/16)	3:1	3.5:1
Grey	.128	(30)	3:1	4:1
Black	.098	(40)	3:1	4:1
Beige	.070	(50)	4:1	8:1
Red	.052	(55)	5:1	14:1
White	.043	(57)	7:1	20:1
Blue	.040	(60)	8:1	24:1
Tan	.035	(65)	10:1	30:1
Green	.028	(70)	16:1	45:1
Orange	.025	(72)	20:1	56:1
Brown	.023	(74)	24:1	64:1
Yellow	.020	(76)	32:1	90:1
Aqua	.018	(77)	38:1	128:1
Purple	.014	(79)	64:1	180:1
Pink	.010	(87)	128:1	350:1

**Parts Diagram/List:**



Key	Part No.	Description
1	238100	Strainer washer
2	10064687	Swivel stem
3	10064681	Swivel collar
4	10075901	Nipple
	10075950	O-ring (at each end of nipple)
5	10075925	Pipe plug
6	10077480	Button, dark grey (includes #7) * Locking button parts kits include grommet and latch spring
7	10068810	Grommet (around button)
8	10020700	Grommet (around selector)
	10020900	Backing ring for #8 grommet
9	10075160	Drip tray
10	10068885	Hole plug (for cabinet openings)
11	10075980	Water valve parts kit: a. diaphragm, b. armature, c. spring, d. valve bonnet
12	10079010	Spring
13	10079000	Magnet
14	10068835	Locking button kit
15 a	290	1 GPM Eductor assembly (grey)
	b 296	5 GPM Eductor assembly (blue)
16	10088619	Remote gun assembly
17	10059920	Selector valve replacement kit: e. selector valve support clip, f. inlet stub, g. O-ring, h. selector valve assembly.
18	10027209	Metering tip (2 kits)
19	500814	Tubing: ¼" x 14' (cut lengths desired)
20	509900	Weight
21	10062570	Tubing: ¼" x 6"
22	10068721	"Y" fitting

**Parts Diagram/List:**



Key	Part No.	Description
23	10076303	In-line check valve
24	10068730	Tubing: ¼" x 2½"
25	609600	Strainer
26	10084205	Flow washer retainer, 1 GPM
27	10084210	Flow washer, 1 GPM
NOT SHOWN:		
	10075150	Lock
	10029509	Nut for lock
	10075128	Keys for lock (2)
	10075158	MSDS Envelope
	690026	Grey metering tip



# Swish

# Pro-Portion III

**Our newest Dilution Control Systems are designed to provide maximum performance.**

## Lower Costs

- ◆ Accurate Dilution with 40-85 PSI water supply
- ◆ Eliminate "Glug / Glug" mixing, estimated 25-65% savings
- ◆ Labour saving 35% faster filling rate (5GPM rate)
- ◆ New 2 litre concentrate size
- ◆ Labour saving 4.73L concentrate size

## Environmental Responsibility

- ◆ Less landfill, up to 75% packaging reduction
- ◆ Less energy used in transportation
- ◆ Poly sleeve labeling

## Total Safety

- ◆ No chemical contact concentrates (2 or 4.73L sizes)
- ◆ Latest E-gap designed backflow educators
- ◆ Full compliance with all plumbing codes
- ◆ Separate MSDS sheets for both concentrate and RTU formulas
- ◆ Locking cabinets
- ◆ Colour coding of all products to match labels from concentrate to RTU (Ready To Use)

## Total Convenience

- ◆ Quick easy hook ups
- ◆ Low Flo 1 GPM (trigger bottles) or High Flo 5 GPM (bucket fill)
- ◆ Fresh water supply
- ◆ Concentrate level indicator window

## Optional Remote Filling Gun

- ◆ 10' reach
- ◆ Flow control in operator hands
- ◆ Optional for all cabinets (must be specified at time of order)
- ◆ Excellent for remote filling of automatic scrubbers & buckets

APPENDIX H



- ◆ Up to 2 products
- ◆ Optional trigger & bucket fill
- ◆ Fast Fill (5GPM)

- ◆ Up to 4 products
- ◆ Fresh water supply
- ◆ Trigger & bucket fill
- ◆ Fast fill (5GPM)

- ◆ Up to 6 products
- ◆ Fresh water supply
- ◆ Trigger & bucket fill
- ◆ Fast Fill (5GPM)

# Special Features

## Total Convenience



- ◆ Product selection at the turn of a dial

## Total Safety



4.73L

2L



- ◆ No chemical contact containers

## Lower Costs Plus Environmentally Responsible

- ◆ **E-Gap**
- ◆ Labour saving, 35% faster fill rate (5GPM)
- ◆ Built in bladder & gap for superior back flow protection
- ◆ Full compliance with plumbing codes (CSA, UPC, ASSE)



# APPENDIX I

## DO NOT INCLUDE SAMPLE CONTRACT WITH YOUR RFP SUBMISSION

### SAMPE AGREEMENT FOR SUPPLY OF SERVICES

THIS AGREEMENT made the *XX day of MONTH A.D. 2013.*

BETWEEN:

***THE HALIFAX REGIONAL SCHOOL BOARD***

(the "Board")

OF THE FIRST PART

- and -

***CONTRACTOR'S NAME***

(the "Contractor")

OF THE SECOND PART

### RECITALS

WHEREAS the HRSB has analyzed its needs and requirements for ***CUSTODIAL PRODUCTS/HARDWARE;***

AND WHEREAS based on the HRSB's analysis, the HRSB prepared a detailed Request For Proposals setting out their needs and requirements (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 ***CUSTODIAL PRODUCTS/HARDWARE;***

AND WHEREAS **CONTRACTOR'S NAME** provided a detailed response to RFP #3561 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

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

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

#### **SCOPE OF WORK**

- 1.0 The services to be performed by the Contractor for the Board are outlined in the Scope of Work, of Request for Proposal (RFP) #3561, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix A may be adjusted from time to time by mutual agreement between the Board and the Contractor.

#### **TERM**

- 2.0 This Agreement shall be in effect from and including the **XX day of MONTH, 20XX and shall continue until XX day of MONTH 20XX** unless terminated or renewed in accordance with the terms of this Agreement.

## **SATISFACTORY PERFORMANCE**

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

## **PAYMENT PROCEDURE**

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

## **WITHHOLDING PAYMENT**

- 4.0 The Board shall be entitled to withhold payment to the Contractor:
- (a) Where there is unsatisfactory performance of the services to be performed by the Contractor as described under articles 1.0, 3.0 and 5.1 of this Agreement;
  - (b) For any portion of the invoice which the Board disputes;



(c) To the extent necessary to protect the Board in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the Board; and

(d) As provided in article 11.1.

5.1 In the event of there being unsatisfactory performance by the Contractor, then the Board shall notify the Contractor of the circumstances surrounding the unsatisfactory performance of the services rendered and the Contractor shall correct, complete and remedy all such deficiencies relating to the unsatisfactory performance of the services to be rendered within ten (10) days written notice having been given to the Contractor by the Board of such deficiencies.

## **EXPENSES**

6.0 All expenses of every nature and kind incurred in the performance of the services outlined in this Agreement shall be borne directly and solely by the Contractor inclusive of all costs incurred by the Contractor in hiring other employees to perform the services under this Agreement.

## **INDEPENDENT CONTRACTOR**

7.0 The Board and the Contractor agree that the Contractor is an independent contractor and not an employee of the Board, nor is the Contractor a partner with the Board.

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

## **WORKERS' COMPENSATION AND OTHER CONTRIBUTIONS**

- 8.0 The Contractor shall pay or cause to be paid any assessment or contribution required to be paid by the Contractor in conjunction with the performance of the services to be rendered under this Agreement pursuant to the *Workers' Compensation Act* (Nova Scotia) and shall indemnify the Board for any amounts assessed against and paid by the Board as a result of the failure by the Contractor to comply with the provisions of this article or the *Workers' Compensation Act*.
- 8.1 The Contractor shall be responsible to deduct from the payments received from the Board, the amount, if any, of the Contractor's required contributions to the Canada Pension Plan, Canadian Revenue Agency and the Employment Insurance Commission.

## **TAXES**

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The Board shall have an obligation to pay the goods and services tax on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its goods and services tax registration number on the respective invoice and identifies the total amount of goods and services tax on the invoice.
- 9.2 In the event that the Contractor does not invoice the Board for the goods and services tax, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the goods and services tax.

## INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement, Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than \$2,000,000.00 (**FOR CONSULTANTS ONLY**)
- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.
- 10.3 Such insurance shall include blanket contractual liability.
- 10.4 Evidence of such insurance in a form acceptable to the Board shall be provided to the Board prior to the date of the commencement of this Agreement.
- 10.5 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the Board, and shall indemnify and save harmless the Board for any costs that may be incurred as identified under article 11.

## **INDEMNIFICATION**

- 11.0 The Board shall indemnify and save harmless the Contractor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Board, its employees and agencies in the performance by the Board of this Agreement.
- 11.1 The Contractor shall indemnify and save harmless the Board, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Contractor, his employees and agencies in the performance by the Contractor of this Agreement.
- 11.2 The above indemnification shall survive the termination of this Agreement.
- 11.3 If any third party proceedings are commenced in any court against either the Board or the Contractor in respect of any matter covered by the terms of this Agreement, then such party against whom the proceedings are commenced shall immediately provide notice in writing to the other party of such proceedings.

## **TERMINATION**

- 12.0 This agreement may be terminated by the HRSB at any time during the term, in whole or in part, in HRSB's sole discretion without cause or liability to Contractor, by HRSB providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.

- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board, then the Board may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the Board shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the Board and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the Board may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the Board being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the Board's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the Board's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.

- 12.4 After the suspension of services, in the event that the Board wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the Board will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the Board shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

### **Dispute Resolution**

#### Arbitration:

- 13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, must be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:
- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
  - (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award must be made within 90 days of

the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.

- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

## **CONFIDENTIALITY AND OWNERSHIP OF PROPERTY**

14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the Board in the performance of this Agreement, shall be the sole property of the Board.

14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the Board.

## **COMPLIANCE WITH LAWS AND POLICIES**

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

## **NON-ASSIGNABILITY**

- 16.0 The Contractor agrees not to assign, transfer, or convey, pledge or encumber this Agreement or the right, title or interest in it, or the power to execute this Agreement, or any monies due or to become due under it, without the consent in writing of the Board.

## **INCONSISTENCY**

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



## NOTICE

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

To the Board at:

***Roger Keefe, Coordinator of Operations - Custodial  
Halifax Regional School Board  
33 Spectacle Lake Drive  
DARTMOUTH NS B3B 1X7***

To the Contractor at:

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'S NAME</b>	
_____	_____
Signing Authority Name	Date
_____	
Witness	

<b>HALIFAX REGIONAL SCHOOL BOARD</b>	
_____	
Roger Keefe, Coordinator of Operations - Custodial	
	_____
	Date
_____	
Witness	

**SCHEDULE A**

**HRSB TENDER/RFP DOCUMENT**

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

**SCHEDULE B**

**CONTRACTOR'S BID RESPONSE TO TENDER**

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