



Purchasing Division

**TENDER #3919
FACILITY CONDITION ASSESSMENTS-PHASE 1
STANDING OFFER
Addendum #3**

**December 14th, 2017
11:45 A.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 1 including cover

Phone: 464-2000(ext. 2223)

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

Questions/Clarrification:

- Q. 1 Please confirm that all inspections can be done at ground level (i.e. binocular view?)
- A. 1 The building envelope is to observed from safe vantage points as per ASTM E2018-15 8.4.2.1.
The roofs are still required to be observed as per ASTM E2018-15 8.4.3

End of Addendum #3

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470



Purchasing Division

TENDER #3919 FACILITY CONDITION ASSESSMENTS-PHASE 1 STANDING OFFER Addendum #2

December 13th, 2017
2:00 P.M.

To: Bidders

From: Don Walpola, Buyer

Pages: 5 including cover

Phone: 464-2000(ext. 2223)

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

Questions:

- Q. 1 Please confirm that all inspections can be done at ground level (i.e. binocular view?)
- A. 1 All inspections can be done from the ground. If major issues are present, HRSB may request a proposal for more detailed inspection.
- Q.2 Is it possible for the scope of the first phase to be reduced to a more manageable number given the timeline and being the RFP stated Fall 2017 for award and the project will now be awarded in January 2018?
- A. 2 No.
- Q.3 Under Schedule "A" Scope of Work, 1.2.3, can you explain / clarify what exactly is expected/ included when you say "totality of site conditions" and "entirety of the elevation views."
- A.3 Section 1.2.3. This section is pertaining to photographs taken during the site inspections. Totality of the site conditions is to include the grounds (parking, sidewalks, etc.) that are under HRSB's care and control. The entirety of the elevation views would require at a minimum 1 photo of each of the sides of the building. (eg. A square building must have at least 4 photos depicting each elevation)
- Q4. Under Schedule "A" Scope of Work, 1.2.5, can you please confirm that "use" does not include doing educational facility assessments on learning space use.
- A.4 Section 1.2.5 does not include doing an education facility assessment of the learning space.

Q5. Please clarify what is meant by “building interior”? Would this include lighting, flooring, white boards, etc in Schedule “A” Scope of Work, Section 1.2., 1.2.2 Facility?

A.5 Building interior is intended to include flooring, ceiling and wall finishes. Building interior is also to include any material building amenities or special features. The lighting is an electrical system and is to be included in the assessment as such.

Clarifications – Mandatory Site Meeting

1. Page 53: Omit Dartmouth South Academy, Island View High, Eastern District P-12, J.L. Ilsley High(New), LeMarchant St. Thomas from the scope of work in Phase 4
2. We are not permitted to distribute school floor plans to the public, for security risk management reasons. HRSB will provide a table indicating the number of floors per building.
3. Revised schools list attached – Number of floors included.

End of Addendum #2

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

School Name	Family	Year Constructed	Age	SqFootage	# Floors	Civic Address	City	PostalCode	Type	Report Completed
Highland Park Junior High	Citadel High	1955	62	29,005	2	3479 Robie Street	Halifax	B3K 4S4	Permanent	2015
Joseph Howe Elementary	Citadel High	1967	50	43,844	2	2557 Maynard Street	Halifax	B3K 3V6	Permanent	2015
Oxford School	Citadel High	1938	79	88,069	3	6364 North Street	Halifax	B3L 1P6	Permanent	2015
St. Joseph's-Alexander McKay Elementary	Citadel High	1921	96	47,532	3	5389 Russell Street	Halifax	B3K 1W8	Permanent	2015
St. Stephen's Elementary	Citadel High	1948	69	46,678	1	3669 Highland Avenue	Halifax	B3K 4J9	Permanent	2015
Ocean View Elementary	Cole Harbour District High	1954	63	44,061	2	51 Oceanview School Road	Eastern Passage	B3G 1M4	Permanent	2015
Tallahassee Community	Cole Harbour District High	1991	26	64,600	2	168 Redoubt Way	Eastern Passage	B3G 1M5	Permanent	2015
Astral Drive Elementary	Auburn Drive High	1984	33	36,811	2	236 Astral Drive	Cole Harbour	B2V 1B8	Permanent	2016
Astral Drive Junior High	Auburn Drive High	1988	29	60,273	2	238 Astral Drive	Cole Harbour	B2V 1B8	Permanent	2016
Auburn Drive High	Auburn Drive High	1995	22	129,427	3	300 Auburn Drive	Cole Harbour	B2W 6E9	Permanent	2016
Bell Park Academic Center	Auburn Drive High	1979	38	37,483	2	39 Walker Street	Lake Echo	B3E 1M4	Permanent	2016
Caldwell Road Elementary	Auburn Drive High	1964	53	31,186	2	280 Caldwell Road	Dartmouth	B2V 1A3	Permanent	2016
Colby Village Elementary	Auburn Drive High	1975	42	27,425	2	92 Colby Drive	Dartmouth	B2V 1J7	Permanent	2016
Graham Creighton Junior High	Auburn Drive High	2001	16	70,000	2	72 Cherry Brook Road	Cherry Brook	B2Z 1A8	Permanent	2016
Humber Park Elementary	Auburn Drive High	1968	49	24,670	1	5 Smallwood Avenue	Dartmouth	B2W 3R6	Permanent	2016
Joseph Giles Elementary	Auburn Drive High	1981	36	33,448	1	54 Gregory Drive	Dartmouth	B2W 3M6	Permanent	2016
Atlantic View Elementary	Cole Harbour District High	1960	57	20,368	1	3391 Lawrencetown Road	Lawrencetown	B2Z 1R5	Permanent	2016
Cole Harbour District High	Cole Harbour District High	1979	38	100,321	3	2 Chameau Crescent	Dartmouth	B2W 4X4	Permanent	2016
Colonel John Stuart Elementary	Cole Harbour District High	1960	57	22,254	1	5 John Stewart Drive	Dartmouth	B2W 4J7	Permanent	2016
George Bissett Elementary	Cole Harbour District High	1981	36	30,740	2	170 Arklow Drive	Dartmouth	B2W 4R6	Permanent	2016
Nelson Whynder Elementary	Cole Harbour District High	1993	24	29,940	1	979 North Preston Road	Dartmouth	B2W 3Y5	Permanent	2016
Robert Kemp Turner Elementary	Cole Harbour District High	1977	40	27,148	2	141 Circassion Drive	Dartmouth	B2W 4N7	Permanent	2016
Ross Road	Cole Harbour District High	1970	47	54,029	2	336 Ross Road	Dartmouth	B2Z 1H2	Permanent	2016
Sir Robert Borden Junior High	Cole Harbour District High	1969	48	58,106	2	16 Evergreen Drive	Dartmouth	B2W 4A7	Permanent	2016
Gorsebrook Junior High	Citadel High	1950	67	47,168	2	5966 South Street	Halifax	B3H 1S6	Permanent	2017
Halifax Central Junior High	Citadel High	1950	67	42,367	3	1787 Preston Street	Halifax	B3H 3V7	Permanent	2017
Inglis Street Elementary	Citadel High	1962	55	42,863	3	5985 Inglis Street	Halifax	B3H 1K7	Permanent	2017
Saint Mary's Elementary	Citadel High	1950	67	13,630	2	5614 Morris Street	Halifax	B3J 1C2	Permanent	2017
Sir Charles Tupper Elementary	Citadel High	1929	88	33,352	2	1930 Cambridge Street	Halifax	B3H 2L5	Permanent	2017
Springvale Elementary	Citadel High	1955	62	36,425	3	92 Downs Avenue	Halifax	B3N 1Y6	Permanent	2017
St. Agnes Junior High	Citadel High	1974	43	48,947	2	6981 Mumford Road	Halifax	B3L 2H7	Permanent	2017
St. Catherine's Elementary	Citadel High	1956	61	51,642	2	3299 Connolly Street	Halifax	B3L 3P7	Permanent	2017
Westmount Elementary	Citadel High	1950	67	42,398	1	6700 Edward Arab Avenue	Halifax	B3L 2E1	Permanent	2017
Seaside Elementary	Cole Harbour District High	1974	43	44,737	3	1881 Caldwell Road	Eastern Passage	B3G 1M2	Permanent	Phase 1
Bicentennial	Dartmouth High	1951	66	64,749	2	85 Victoria Road	Dartmouth	B3A 1T9	Permanent	Phase 1
Crichton Park	Dartmouth High	1960	57	27,075	2	49 Lyngby Avenue	Dartmouth	B3A 3V1	Permanent	Phase 1
Dartmouth High School	Dartmouth High	1959	58	143,044	2	95 Victoria Road	Dartmouth	B3A 1V2	Permanent	Phase 1
Harbour View Elementary	Dartmouth High	1946	71	77,311	2	25 Alfred Street	Dartmouth	B3A 4E8	Permanent	Phase 1
Hawthorn Elementary	Dartmouth High	1971	46	41,498	3	10 Hawthorne Street	Dartmouth	B2Y 2Y3	Permanent	Phase 1
John MacNeil Elementary	Dartmouth High	1968	49	25,053	1	62 Leaman Drive	Dartmouth	B3A 2K9	Permanent	Phase 1
John Martin Junior High	Dartmouth High	1963	54	71,332	2	7 Brule Street	Dartmouth	B3A 4G2	Permanent	Phase 1
Shannon Park Elementary	Dartmouth High	1952	65	59,850	2	75 Iroquois Drive	Dartmouth	B3A 4M5	Permanent	Phase 1
South Woodside Elementary	Dartmouth High	1959	58	27,232	1	5 Everette Street	Dartmouth	B2W 1G2	Permanent	Phase 1
Eastern Shore District High	Eastern Shore District High	1966	51	68,697	2	35 West Petpeswick Road	Musquodoboit Harbour	B0J 2L0	Permanent	Phase 1
Gaetz Brook Junior High	Eastern Shore District High	1979	38	58,711	3	6856 Highway #7	Gaetz Brook	B0J 1N0	Permanent	Phase 1
Oyster Pond	Eastern Shore District High	1957	60	82,000	2	10583 Highway #7	Oyster Pond	B0J 1W0	Permanent	Phase 1

Porters Lake Elementary	Eastern Shore District High	1972	45	32,944	1	5261 Highway #7	Porter's Lake	B3E 1J7	Permanent	Phase 1
Ash Lee Jefferson Elementary	Lockview High	1999	18	63,102	2	10 Lockview Road	Fall River	B2T 1J1	Permanent	Phase 2
Beaver Bank-Kinsac Elementary	Lockview High	1961	56	30,451	2	28 Kinsac Road	Beaver Bank	B4G 1C5	Permanent	Phase 2
Beaver Bank-Monarch Drive Elementary	Lockview High	1988	29	33,700	2	1 Monarch Drive	Beaver Bank	B4E 3A5	Permanent	Phase 2
Georges P. Vanier Junior High	Lockview High	1968	49	58,804	2	1410 Fall River Road	Fall River	B2T 1J1	Permanent	Phase 2
Harold T. Barrett Junior High	Lockview High	1984	33	40,837	2	862 Beaver Bank Road	Beaver Bank	B4G 1A9	Permanent	Phase 2
Holland Road Elementary	Lockview High	1988	29	33,223	2	181 Holland Road	Wellington	B2T 1A1	Permanent	Phase 2
Oldfield Consolidated	Lockview High	1962	55	8,804	1	72 Halls Road	Enfield	B2T 1C4	Permanent	Phase 2
Waverley Memorial	Lockview High	2010	7	44,520	2	2393 Rocky Lake Drive	Waverley	B2R 1S4	Permanent	Phase 2
Admiral Westphal Elementary	Prince Andrew High	1975	42	68,804	2	6 Fourth Street	Dartmouth	B2X 3A5	Permanent	Phase 2
Alderney Elementary	Prince Andrew High	1953	64	26,770	2	2 Penhorn Drive	Dartmouth	B2Y 3K1	Permanent	Phase 2
Bel Ayr Elementary	Prince Andrew High	1964	53	24,994	1	4 Bell Street	Dartmouth	B2W 2P3	Permanent	Phase 2
Brookhouse Elementary	Prince Andrew High	1967	50	36,051	2	15 Christopher Avenue	Dartmouth	B2W 2H4	Permanent	Phase 2
Caledonia Junior High	Prince Andrew High	1963	54	58,565	2	38 Caledonia Road	Dartmouth	B2X 1K8	Permanent	Phase 2
Ellenvale Junior High	Prince Andrew High	1967	50	56,449	2	88 Belle Vista Drive	Dartmouth	B2W 2X7	Permanent	Phase 2
Eric Graves Memorial Junior High	Prince Andrew High	1976	41	43,752	2	70 Dorothea Drive	Dartmouth	B2W 4M3	Permanent	Phase 2
Ian Forsyth Elementary	Prince Andrew High	1965	52	38,123	2	22 Glencoe Drive	Dartmouth	B2X 1J1	Permanent	Phase 2
Michael Wallace Elementary	Prince Andrew High	1960	57	24,003	2	24 Andover Street	Dartmouth	B2X 2L9	Permanent	Phase 2
Mount Edward Elementary	Prince Andrew High	1962	55	25,079	1	3 Windward Avenue	Dartmouth	B2W 2G9	Permanent	Phase 2
Prince Andrew High	Prince Andrew High	1959	58	145,911	2	31 Woodlawn Road	Dartmouth	B2W 2R7	Permanent	Phase 2
A.J. Smeltzer Junior High	Sackville High	1980	37	57,923	2	46 Prince Street	Lower Sackville	B4C 1L1	Permanent	Phase 2
Caudle Park Elementary	Sackville High	1974	43	29,090	3	35 McGee Drive	Lower Sackville	B4C 2J1	Permanent	Phase 2
Cavalier Drive Elementary/Junior High	Sackville High	1985	32	51,500	2	116 Cavalier Drive	Lower Sackville	B4C 3L9	Permanent	Phase 2
Hillside Park Elementary	Sackville High	1956	61	29,770	2	15 Hillside Aveue	Lower Sackville	B4C 1W6	Permanent	Phase 2
Leslie Thomas Junior High	Sackville High	1975	42	45,138	3	100 Metropolitan Avenue	Lower Sackville	B4C 2Z8	Permanent	Phase 2
Sackville High	Sackville High	1972	45	143,528	3	1 Kingfisher Way	Lower Sackville	B4C 2Y9	Permanent	Phase 2
Smokey Drive Elementary	Sackville High	1978	39	27,125	2	241 Smokey Drive	Lower Sackville	B4C 3G1	Permanent	Phase 2
Sycamore Lane Elementary	Sackville High	1971	46	24,108	2	69 Sycamore Lane	Lower Sackville	B4C 1E8	Permanent	Phase 2
Lakefront Consolidated Elementary	Duncan MacMillan High	1972	45	32,944	2	17286 Highway #7	Tangier	B0J 3H0	Permanent	Phase 3
Atlantic Memorial	Halifax West High	1959	58	25,400	1	3591 Prospect Road	White's Lake	B3T 1Z3	Permanent	Phase 3
Atlantic Memorial (Terence Bay Elementary)	Halifax West High	1960	57	13,260	1	1714 Lower Prospect Road	Terence Bay	B3T 1Y6	Permanent	Phase 3
Brookside Junior High	Halifax West High	1972	45	51,246	2	2239 Prospect Road	Hatchet Lake	B3T 1R8	Permanent	Phase 3
Central Spryfield	J.L. Ilsley High	1947	70	37,979	2	364 Herring Cove Road	Halifax	B3R 1V8	Permanent	Phase 3
Chebucto Heights Elementary	J.L. Ilsley High	1974	43	62,241	2	230 Cowie Hill Road	Halifax	B3P 2M3	Permanent	Phase 3
Cunard Junior High	J.L. Ilsley High	1965	52	31,934	2	121 Williams Lake Road	Halifax	B3P 1T6	Permanent	Phase 3
Elizabeth Sutherland	J.L. Ilsley High	1957	60	56,407	1	66 Rockingstone Road	Halifax	B3R 2C9	Permanent	Phase 3
Fleming Tower Elementary	J.L. Ilsley High	1962	55	43,386	1	25 Randolph Street	Halifax	B3P 2A9	Permanent	Phase 3
Harrietsfield Elementary	J.L. Ilsley High	1977	40	21,934	2	1150 Old Sambro Road	Harrietsfield	B3V 1B1	Permanent	Phase 3
Herring Cove Junior High	J.L. Ilsley High	1973	44	44,700	2	7 Lancaster Street	Herring Cove	B0J 1S0	Permanent	Phase 3
J. L. Ilsley High	J.L. Ilsley High	1970	47	148,523	3	38 Sylvia Avenue	Halifax	B3R 1J9	Permanent	Phase 3
John W. MacLeod	J.L. Ilsley High	1947	70	33,922	2	159 Purcell's Cove Road	Halifax	B3P 1B7	Permanent	Phase 3
Rockingstone Heights	J.L. Ilsley High	1974	43	47,202	3	1 Regan Drive	Halifax	B3R 2J1	Permanent	Phase 3
Sambro Elementary	J.L. Ilsley High	1968	49	17,405	2	3725 Old Sambro Road	Sambro	B3V 1G1	Permanent	Phase 3
William King Elementary	J.L. Ilsley High	1990	27	34,822	1	91 St. Paul's Avenue	Herring Cove	B3V 1H6	Permanent	Phase 3
Harry R. Hamilton Elementary	Millwood High	1980	37	38,649	2	40 Hamilton Drive	Middle Sackville	B4E 3A9	Permanent	Phase 3
Millwood Elementary	Millwood High	1988	29	38,019	2	190 BeaverBank Cross Road	Lower Sackville	B4E 1K5	Permanent	Phase 3
Millwood High	Millwood High	1989	28	82,450	2	141 Millwood Drive	Lower Sackville	B4C 2S9	Permanent	Phase 3

Sackville Heights Junior High	Millwood High	1999	18	73,044	2	956 Sackville Drive	Lower Sackville	B4E 1S4	Permanent	Phase 3
Dutch Settlement Elementary	Musquodoboit Rural	1983	34	21,156	2	990 Highway #277	Dutch Settlement	B2S 2J5	Permanent	Phase 3
Musquodoboit Rural High	Musquodoboit Rural	1950	67	44,560	2	11976 Highway #224	Middle Musquodoboit	B0N 1X0	Permanent	Phase 3
Musquodoboit Valley Education Centre	Musquodoboit Rural	2001	16	50,000	1	12014 Highway #224	Middle Musquodoboit	B0N 1X0	Permanent	Phase 3
Upper Musquodoboit Consolidated	Musquodoboit Rural	1962	55	10,540	1	8416 Highway #224	Upper Musquodoboit	B0N 2M0	Permanent	Phase 3
Basinview Drive Community Elementary	Charles P. Allen High	1994	23	63,200	2	273 Basinview Drive	Bedford	B4A 3X8	Permanent	Phase 4
Bedford Forsyth Education Centre	Charles P. Allen High	1960	57	49,385	3	132 Rocky Lake Drive	Bedford	B4A 2T5	Permanent	Phase 4
Charles P. Allen High	Charles P. Allen High	2013	4	142,000	3	200 Innovation Drive	Bedford	B4B 0G4	Permanent	Phase 4
Hammonds Plains Consolidated	Charles P. Allen High	1996	21	52,519	1	2180 Hammonds Plains Road	Hammonds Plains	B4B 1M5	Permanent	Phase 4
Kingswood Elementary	Charles P. Allen High	2005	12	67,921	2	34 Vrege Court	Hammonds Plains	B4B 1K2	Permanent	Phase 4
Rocky Lake Junior High	Charles P. Allen High	1979	38	116,763	3	670 Rocky Lake Drive	Bedford	B4A 2T6	Permanent	Phase 4
Sunnyside Elementary - Eaglewood Drive	Charles P. Allen High	1964	53	28,102	2	210 Eaglewood Drive	Bedford	B4A 3E3	Permanent	Phase 4
Sunnyside Elementary - Fort Sackville	Charles P. Allen High	1950	67	8,308	1	21 Perth Street	Bedford	B4A 2H1	Permanent	Phase 4
Citadel High	Citadel High	2007	10	198,660	3	1855 Trollope St.	Halifax	B3H 0A4	Permanent	Phase 4
Burton Ettinger	Halifax West High	1959	58	50,590	2	52 Alex Street	Halifax	B3N 2W4	Permanent	Phase 4
Clayton Park Junior High	Halifax West High	1964	53	51,770	3	45 Plateau Crescent	Halifax	B3M 2V7	Permanent	Phase 4
Duc d'Anville Elementary	Halifax West High	1964	53	52,809	2	12 Clayton Park Drive	Halifax	B3M 1L3	Permanent	Phase 4
Fairview Heights	Halifax West High	1967	50	21,756	2	210 Coronation Avenue	Halifax	B3N 2Y3	Permanent	Phase 4
Fairview Heights - Annex	Halifax West High	1960	57	13,700	1	141 Rufus Avenue Extension	Halifax	B2N 2M2	Permanent	Phase 4
Fairview Junior High	Halifax West High	1972	45	70,904	3	155 Rosedale Avenue	Halifax	B3N 2K2	Permanent	Phase 4
Grosvenor-Wentworth Park Elementary	Halifax West High	1960	57	42,741	1	4 Downing Street	Halifax	B3M 2G4	Permanent	Phase 4
Halifax West High	Halifax West High	2002	15	184,100	3	283 Thomas Raddall Drive	Halifax	B3S 1R1	Permanent	Phase 4
Prospect Road Elementary	Halifax West High	1981	36	22,907	1	2199 Prospect Road	Hatchet Lake	B3T 1R8	Permanent	Phase 4
Rockingham Elementary	Halifax West High	1940	77	49,703	2	31 Tremont Drive	Halifax	B3M 1X8	Permanent	Phase 4
Beechville Lakeside Timberlea Junior Elementary P-2	Sir John A. Macdonald High	1991	26	49,385	2	22 James Street	Timberlea	B3T 1G9	Permanent	Phase 4
Beechville Lakeside Timberlea Senior Elementary 3-5	Sir John A. Macdonald High	1973	44	50,440	2	24 James Street	Timberlea	B3T 1G9	Permanent	Phase 4
East St. Margarets Elementary	Sir John A. Macdonald High	1958	59	17,878	2	8671 Peggy's Cove Road	Indian Harbour	B3Z 3P5	Permanent	Phase 4
Five Bridges Junior High	Sir John A. Macdonald High	1965	52	99,847	3	66 Hubleys Road	Hubleys	B4A 1C9	Permanent	Phase 4
Shatford Memorial Elementary	Sir John A. Macdonald High	1948	69	18,478	2	10089 St. Margaret's Bay Road	Hubbards	B0J 1T0	Permanent	Phase 4
Sir John A. Macdonald High	Sir John A. Macdonald High	1965	52	99,847	2	31 Scholars Road	Tantallon	B3Z 0C3	Permanent	Phase 4
Tantallon Junior Elementary	Sir John A. Macdonald High	1980	37	29,224	2	1 French Village Station Road	Upper Tantallon	B3Z 1E3	Permanent	Phase 4
Tantallon Senior Elementary	Sir John A. Macdonald High	1972	45	50,464	2	3 French Village Station Road	Upper Tantallon	B3Z 1E3	Permanent	Phase 4



Purchasing Division

**TENDER #3919
FACILITY CONDITION ASSESSMENTS-PHASE 1
STANDING OFFER
Addendum #1**

**December 5th, 2017
5:00 P.M.**

To: Bidders

From: Don Walpola, Buyer

Pages: 1 including cover

Phone: 464-2000(ext. 2223)

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

The following sections will not be applicable to # 3919 and should be disregarded

Page 17: Section 4.2.4 - There are 10 additional P-3 schools which may be added to the HRSB portfolio starting in July 2018. These schools and potential turnover dates are listed in Appendix C – List of School Packages, as optional additions to each phase.

Page 54: The entire table Optional P-3 Schools to be Included in HRSB's Portfolio

End of Addendum #1

PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:

Signature

Company Name

CC: Nova Scotia Construction Association

Fax # 468-2470



Halifax Regional
School Board

Request for Proposals

#3919

FACILITY CONDITION ASSESSMENTS-PHASE 1 STANDING OFFER

Closing Date: ***December 19th, 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:

Don Walpola, Buyer
Financial Services - Halifax Regional School Board
Phone: (902)464-2000 #2223
Fax: (902)464-0161
E-mail: dwalpola@hrsb.ca

Operations Contact:

Tyler Bell, P. Eng., Energy Manager
Tel: (902) 464-2000 Extension #5119
E-mail: 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 9,000 full time and temporary staff with programs operating from over 136 schools and buildings. The annual operating budget for the HRSB is approximately \$543,000,000.

1.2 Purpose of this Request for Proposal

The Halifax Regional School Board (HRSB) is seeking proposals from qualified individuals/ firms to provide Facility Condition Assessments on School Buildings –and to report on same, as outlined in this document (Appendix C – List of Schools).

A mandatory information meeting will be held on Friday, December 8th, 2017 at 10.00 a.m. Interested parties are asked to meet at the Halifax Regional School Board Office, 33 Spectacle Lake Drive, Dartmouth NS B3B 1X7.

The term of the Facility Condition Assessments, Phase 1 contract will be from the date of award until March 31st, 2018 with three (3) optional one (1) year term extensions at the sole discretion of the Halifax Regional School Board for subsequent phases.

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

1.3 The Proposal

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, DECEMBER 5TH, 2017
Close Date	TUESDAY, DECEMBER 19TH, 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:

“Must”, “Mandatory”, “Shall”	A requirement that MUST be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
“Should”, “Desirable”	A requirement having a significant degree of importance to the objectives of this RFP; and
“Optional”	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:

“Proponent”	A person, firm or company submitting a Proposal in response to the RFP.
“Bidding Period”	The period of time between the issuance of this RFP and the Close date.
“Close Date”	The date and time by which a service provider MUST submit its Proposals to HRSB, as specified in Section 1.5.
“Contract”	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.
"DDP"	"Delivered Duty Paid", being one of the International Chamber of Commerce's "Incoterms 2000" found at www.iccwbo.org/index_incoterms.asp
“Innovative Proposal”	A service provider’s suggested new and innovative processes it considers to be beneficial to HRSB.
“PO”	A purchase order issued by HRSB to the successful service provider.
“Project Scope”	The specific items, equipment, work or services requested by HRSB under this RFP as set forth in Schedule A – “Project Scope”.
“Sites”	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.
“Subservice provider”	A person, firm or corporation having a contract with the service provider to supply equipment or systems or perform services under a Contract.
“Service provider”	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 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 the proponent 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.

2.4 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 endeavor 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.

2.5 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.

2.6 Proposal Submission

Submit three (3) sealed hard copies and One (1) electronic copy on a flash drive. The hard copies should consist of two (2) bound & one (1) unbound copy.

Please do not bind your proposal in a 3-ring binder. A corner stapled document shall be considered as bound.

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 #3919 Facility Condition Assessments -Phase 1

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

Attention: Don Walpola – 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.

2.6.1 Document Size Restrictions

Elaborate brochures or voluminous examples are neither required nor desired. Your proposal should not be more than 40 typed pages maximum, Calibri 11 point font pitch.

2.7 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 dwalpola@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.

2.8 Evaluation of Proposals

The evaluation of the proposals will be carried out through a two envelope submission method. The below table describes the weightage given for each criterion.

Evaluation Criteria		Value
Technical Submission (Envelope #1)	Communication - Clarity of Written Proposal	10%
	Team Composition and Experience	15%
	Understanding of HRSB's Needs	15%
	Technical Solution	20%
	Project Management Methodology	10%
Pricing Submission (Envelope #2)	Pricing	30%
Total Score		100

2.8.1 Technical Submission

1. The '**Technical Submission**' of the proposal will be opened and a technical evaluation will be performed by the Evaluation Team.
2. The '**Technical Submission**' of the proposal will be evaluated by means of a point score as indicated in the chart above.
3. Only Technical Submissions with a score of 60% or greater of the maximum possible technical score will have fee submissions opened.

2.8.2 Pricing Submission

1. The fee scoring, which represents the remaining 30 the points, shall be allocated as described in step 2 below.
2. Low bid receives full points (30), subsequent bids shall receive proportionately less points based on the following formula rounded to the nearest point:

$$\text{Proponent Pricing Points} = \text{Full Points} \times \frac{\text{Low Bid Price}}{\text{Proponent Bid Price}}$$

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

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 Release of Service Provider Information

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

2.15 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.

2.16 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.

2.17 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.

2.18 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 2.17 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.

2.19 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.

2.20 Proposal Pricing

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

2.21 Hardware Proposal and Specification

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

2.22 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.

2.23 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 dwalpola@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.**

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- 3.3.3** 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 Facility Condition Assessments, Phase 1 contract will be from the date of award until March 31st, 2018 with three (3) optional one (1) year term extensions at the sole discretion of the Halifax Regional School Board for subsequent phases.

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.

4.0 THE SPECIFIC RESPONSE

The purpose of the Facility Condition Assessments is to determine the suitability of these existing buildings to meet the long term needs of the HRSB and to estimate the scope, cost and scheduling of improvements to enable HRSB to continue to effectively and efficiently operate each building in conformance to applicable codes and standards. This information will assist the HRSB in making informed decisions with respect to investing in these buildings and determining the extent of the financial investment required to maintain these buildings.

The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be serviced as described in the attached specifications and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws and all codes and ordinances of HRM which in any way affect the prosecution of the work or persons engaged or employed in the work.

In responding to this proposal, each proponent shall include, as a minimum, a Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the proposed services. Both the Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both Technical and Cost Proposal must be signed by an authorized representative of the firm submitting.

Sealed Proposals will be received by Halifax Regional School Board, Procurement Section, 33 Spectacle Lake Drive, Dartmouth, NS B3B 1X7

4.1 Technical Submission Requirements (Envelope #1)

The Proposal shall include the following as a minimum; failure to do so may be cause for rejection of the proposal:

4.1.1 General Information

- 4.1.1.1 Using the form identified in this document as **Appendix A – Contractor Information Forms**, the proponent shall provide the name of the firm, Office address, telephone number, email address, and facsimile number and Business Registration Profile.

Note: The Laws of the Province of Nova Scotia require all businesses operating in Nova Scotia to register with the Registry of Joint Stock Companies except:

- New Brunswick corporations and NB partnerships/business names **registered** in New Brunswick
- Individuals or partners using only their personal names without a descriptive element or attachment such as 'and Associates'
- Partnerships whose sole purpose is farming or fishing

The status of a proponent's business registration does not preclude the submission of a proposal. A proposal can be accepted for evaluation regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing (i.e.: status is 'active'). However, this legal requirement must be addressed at time of award.

4.1.1.2 Proponents shall provide a one (1) to two (2) page executive summary of their proposal

4.1.1.3 Proponents shall provide a one (1) to two (2) page corporate resume detailing the proponent firm/partnership's credentials and experience specific to the scope of work detailed in the RFP

4.1.1.4 Proponents shall provide an organizational chart detailing the structure of the proponent team specific to the scope of work, by position. Individual names should not be included.

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

4.1.3 Team Composition and Experience

4.1.3.1 Proponents shall provide, in detail, their credentials related to the scope of work and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal.

4.1.3.2 A one (1) page resume detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required. These credentials may be subject to verification.

The proponent shall provide a matrix indicating which of the previous work assignments each individual has worked on in order to assess the team's experience in working together.

In the event there would be a change in the persons named and assigned to perform the services under the contract, the proponent shall be required to submit, for approval to HRSB, the credentials and resumes of the persons the proponent proposes to perform the services under the contract.

4.1.3.3 Proponents shall provide a list of three (3) applicable client contacts who have contracted for services offered by the proponent which is considered identical or similar to the requirements of this Request for Proposal. The list should include the following information:

1. Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the specific services provided including the year, proponent contract value and final proponent contract value.

Client contacts which include Halifax Regional School Board staff are not desired and will not be considered.

4.1.4 Subcontractors

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

4.1.5 Understanding of HRSB Needs and Technical Solution

- 4.1.5.1 Proponents shall provide a demonstrated understanding of the subject matter, including, but not limited to, the scope of work as well as the approach that will be taken to accomplish the Services related to this RFP document, as well as an indication of possible challenges and solutions not directly referenced in the Request of Proposals.
- 4.1.5.2 Proponents shall provide a bar chart indicating significant milestones. The proponent's proposal shall also indicate the number and frequency of the anticipated meetings for the review process. Indicate on the schedule the critical path. The proponent shall use standard calendar dates for the purposes of constructing the schedule.
- 4.1.5.3 Completed Facility Condition Assessment Reports: Proponents shall include, in their proposal, two (2) Facility Condition Assessment Reports previously completed by the proponent that in their opinion best meet the requirements of this particular RFP and based upon which the proponent has developed his work strategy and cost package. Upon award of contract, these will be returned to the unsuccessful proponents, but retained for the successful proponent until project completion.

4.1.6 Project Management Methodology

An organizational chart clearly identifying team roles and primary contact will be provided (in the case of multi-disciplinary Joint Ventures, the lead firm will be identified.) A Work Breakdown Structure indicating each team member's responsibility and contribution in both days and as a percentage of the total work should be included.

A description of Proponents Quality Assurance methods and practices should be included.

4.1.7 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.

4.1.8 Insurance

The proponent must provide with their proposal an insurance certificate (**Appendix E- 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;
- Professional Liability for a combined single limit of no less than \$5,000,000 per occurrence.
- 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

4.1.9 Other

Additional brief facts in which the proponent feels are critical in evaluating the proposal.

4.2 Cost Proposal (Envelope #2)

- 4.2.1 The cost proposal shall be submitted at the same time as the technical proposal as a separate document in a separate sealed envelope
- 4.2.2 The Cost Proposal shall include a single page (**Appendix B – Bid Form**) duly signed stating the proponent's firm fixed total price for this service as outlined in the Request for Proposal.
- 4.2.3 Proponents should include within the Cost Proposal on a separate pages, the breakdown of the total costs for each facility. (**Appendix C – List of School Packages**).

4.2.4 There are 10 additional P-3 schools which may be added to the HRSB portfolio starting in July 2018. These schools and potential turnover dates are listed in **Appendix C – List of School Packages**, as optional additions to each Phase.

4.2.5 The total cost, indicated on the (**Appendix B – Bid Form**), shall represent the maximum payment for the project. Price data should include fixed price, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately. Price may not be the determining factor for award. HRSB may negotiate a final offer with the selected proponent.

5.0 HRSB DISCRETION

5.1 The service provider hereby acknowledges that:

5.1.1 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:

5.1.1.1 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

5.1.1.2 accept a Proposal that is not the lowest price; or

5.1.1.3 reject a Proposal that is the lowest price even if it is the only Proposal received;

5.1.2 HRSB reserves the right to consider, during the evaluation of Proposals:

5.1.2.1 information provided in the Proposal itself;

5.1.2.2 information received in response to enquiries of credit and industry references set out in the Proposal;

5.1.2.3 the manner in which the service provider provides services to others;

5.1.2.4 the experience and qualification of the service provider;

5.1.2.5 the compliance of the service provider to HRSB's requirements and specifications;

5.1.2.6 such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,

5.1.2.7 splitting the RFP and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one service provider;

5.1.2.8 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;

5.1.2.9 the service provider's Innovative Proposal, if any; and

5.1.2.10 any other consideration in HRSB's discretion;

5.1.3 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

1.0 DETAILED SCOPE OF SERVICES

The assessment of each building shall include a Facility Condition Assessment (FCA) and data entry into capital planning software/spreadsheet. The outcome will provide the HRSB with a long range capital plan recommending a schedule for replacement of major equipment. The software will provide the HRSB with the tools to continue evaluating and implementing sustainable asset management strategies for its building portfolio.

The assessment and reporting shall identify each of the building systems broken down in to a sub-system level, generally following the ASTM standards for property condition assessments (ASTM E2018-15) to establish the current condition and rate of wear of the building components. The capital planning software/spreadsheet(s), to be proposed by the proponent, will also follow the ASTM E2018-15.

1.1 Data Gathering

- 1.1.1** Study existing data and documents available to complete this work.
- 1.1.2** Conduct site visits and observations as needed to complete this work.
- 1.1.3** Use appropriate safety equipment, training, and guidelines when on roofs, inclines, or mechanical rooms or dangerous areas.
- 1.1.4** Proponent to supply ladders and like equipment, inspection, testing, and safety equipment and transportation.
- 1.1.5** Compile the reports already completed (provided by HRSB), 33 in total, into the proposed capital planning software. A sample report will be available for review at the Mandatory Information Meeting (see 1.2).

1.2 Facility Condition Assessments

- 1.2.1** Facility Condition Assessments shall be conducted in accordance with ASTM Standard E2018-15 including the review of existing drawings and report data, interviews with operations and maintenance personnel, site assessments, photography, analyses and reporting.
- 1.2.2** Facility Condition Assessments to include, but not be limited to, assessment of: site works; building exterior, including envelope; roofing; structure; building interior; mechanical systems; electrical systems; life safety; and specialty systems.
- 1.2.3** Provide digital photographs in sufficient numbers to adequately depict: the totality of site conditions; the entirety of the elevation views around the building; the roof; the significant features of the interior of the building and the equipment therein; together with the significant deficiencies being documented.

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- 1.2.4 Technical report to included narrative description of site and building components, their assessments and recommendations, evaluation of deferred maintenance and remaining life.
 - 1.2.5 Provide description of significant deficiencies with regard to condition, age, use and code compliance.
 - 1.2.6 The Assessments will estimate the scope, cost and scheduling of improvements, projected over the next 25-year period, for the facility to continue to be used during this period in conformance to all current applicable codes.
 - 1.2.7 The information gathered during the Assessment will be developed in keeping with the Life Cycle Costing Standard ASTM E917-15.
 - 1.2.8 If further investigations are required outside of the scope of the assessments, the Proponent is to provide cost estimates for these investigations, including the work that may be required as a result of these investigations per the Additional Work Fee Information provided in **Appendix B – Bid Form**. HRSB reserves the right to approve or not approve the investigations or to award the further investigations to others, as it deems fit.

1.3 Deficiency and Replacement Plan

- 1.3.1 Provide cost estimate for all deficiencies and improvements.
- 1.3.2 Prioritize replacement plan organized in immediate, short term (1-5 years), long term (6-10 years), and extended term (11 to 25 years).
- 1.3.3 Provide a 25-year projected annual cash flow requirement for each individual building as well as across the entire portfolio.
- 1.3.4 Provide a priority setting for all deficiencies taking into account operations, impact to business, operational and maintenance cost for each building.
- 1.3.5 Provide recommendations for repairs or upgrades, including modifications or improvements that may be required to meet current municipal, provincial and federal building codes, and other upgrades that may be recommended to improve health, safety and operating efficiency.
- 1.3.6 Technical report preparation, including narrative description of components / systems, their assessment and recommendations, presentation of deferred maintenance and identification of priorities to be in formats usable to the client to allow for ongoing updating of information as projects are completed.
- 1.3.7 Provide average capital replacement value by summing the deficiencies, divided by 25 years with a set inflation value.
- 1.3.8 Provide Facility Condition Index (FCI) calculations and graphical analysis over the 25-year period for each facility as well as the entire portfolio.
- 1.3.9 Provide the ability to model various funding scenarios either by individual building or across the entire portfolio to achieve client outcomes.
- 1.3.10 Provide a 1-3 page executive summary of the findings and recommendations for each building together with an executive summary of the findings and recommendations across the entire portfolio.

1.4 Schedule

It is the intent of HRSB to award the entirety of this RFP to the proponent who submits the most cost effective proposal which best meets the intent, conditions, qualifications and schedule as called for in the RFP, subject to all its relevant sections. However, the project is to be completed in a staged approach. The phases are detailed in Appendix C – List of School Packages.

Notwithstanding the above, Phase 2, 3, and 4 will not be authorized to commence until the work of the preceding division is completed and all draft reports are received. To enhance the timely flow of data, the draft reports shall be submitted to HRSB's Project Manager as they are readied; in their submission to this proposal, the proponent shall identify how long they expect it will take to issue the final report (per building) upon receipt of HRSB's comments.

For quality assurance purposes, the successful proponent shall submit the draft report for the first building in Phase 1 before commencing the remaining draft reports of that division. Awaiting the comments of HRSB's stakeholders in this process on the first draft report will ensure the proponent fully understands and meets the expectations of the stakeholders for each report thereafter.

Milestone	Produced by	Date
RFP awarded	HRSB	Fall 2017
Purchase order	HRSB	January 2018
Phase 1 – submission of last Final report	Proponent	March 15th, 2018
Phase 2 – submission of last Final report *	Proponent	March 15th, 2019
Phase 3 – submission of last Final report *	Proponent	March 15th, 2020
Phase 4 – submission of last Final report *	Proponent	March 15th, 2021

* If this division is awarded

1.5 Constraints & Assumptions

Within ten (10) days of receipt of the Intent to Award notice, the Successful Proponent shall submit their preliminary Work Schedule documenting the weekly undertaking of Assessments that will achieve completion of the work in accordance with the timeline laid out in Section 1.4 – Schedule.

Unless otherwise documented in their submission, and agreed to by HRSB's Project Manager, all work shall be conducted during the normal work hours/week, for that respective building. The Successful Proponent shall be responsible to coordinate their efforts, and confirm these in advance, with the respective Building Managers. Planned events or other sudden activities at these buildings may warrant a change in the proponent's schedule which will be accommodated without additional expense. Such changes will be held to a minimum.

1.6 Consultant Project Management

The proponent shall designate in their proposal, a project manager. All coordination for services with the Halifax Regional School Board and the successful proponent shall be the responsibility of the Consultant Project Manager.

The Consultant Project Manager shall report to HRSB at various stages of the work program.

HRSB recognizes that project management is an essential part of this project; therefore, a written monthly progress report is required to be submitted and consist of the actual schedule achieved overlaid on the original base schedule submitted by the proponent at the start up meeting. For instances where the schedule has not been achieved, a brief written explanation as to why shall be included.

1.7 Deliverables-Draft Reports

For each building, two (2) hard copies – two (2) bound and one (1) electronic version of the draft report on a CD/USB shall be submitted for review and comment.

The hard copy report(s) shall include: a title page; table of contents; section numbers; page numbers; page heading; and field data presented as appendices. All data shall be presented in excel format. The reports/binders shall be labeled with the following information:

Title: Draft Report – Capital Plan & Facility Condition Assessment

Building Name:

RFP Ref: #3919

Date:

Proponent:

The electronic copy (CD or USB) shall be all inclusive (reports, drawings, and calculations; e.g. spreadsheets, computer model data files, etc.) and presented as a PDF file. All reports are to be provided electronically, each as a single PDF file that includes the report text and all figures, diagrams, and drawings presented. In addition, drawings shall be provided in AutoCAD Current Version format and reports shall be provided in Word format. The project CD/USB shall be similarly titled as per the above.

With each report, provide an executive summary of the findings and recommendations for that building.

In addition to the reports required for each individual building, the proponent is to provide the following for the entire portfolio studied:

- 25-year projected cash flow requirements (spreadsheet and PDF);
- FCI Calculations and graphical analysis;
- An executive summary of the findings and recommendations for the entire portfolio; and
- The computer program to model the various funding scenarios across the entire

portfolio.

The submission of the draft reports shall be in compliance of section 1.4 Schedule.

As stipulated earlier in this RFP, all material produced and information collected by the proponent in performance of these terms of reference shall become the property of HRSB. All material shall be kept confidential by the Proponent unless authorized in writing by HRSB.

1.8 Deliverables – Final Reports

All items called for above under Section 1.8 shall be included in the final report.

For each building, two (2) hard copies – two (2) bound and one (1) electronic version of the final report on a CD/USB shall be submitted.

1.9 Deliverables – Training

Provide HRSB the proscribed amount of training required to update the data into the capital planning software/spreadsheets and run reports once the project is completed.

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 bylaw;
- (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 (**Appendix E**) 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.
- (iii) Professional Liability for a combined single limit of no less than \$5,000,000 per occurrence.

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 times 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.

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.
- (d) respond to reports of hazards by HRSB;
- (e) (do the following when work generating dust, vibration, noise or safety concerns (including
- (f) 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;

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 Facility Condition Assessments, Phase 1;

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 XXXXXX provided a detailed response to RFP #3919 (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 *, 2018, with an option to renew for three (3) 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 (Appendix-E).
- 11.0 Commercial Auto liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence;
- 12.0 Professional Liability for a combined single limit of no less than \$5,000,000 per occurrence.
- 13.0 Such insurance shall include blanket contractual liability.
- 14.0 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.
- 15.0 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.

INDEMNIFICATION

- 16.0 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.
- 16.1 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.
- 16.2 The above indemnification shall survive the termination of this Agreement.
- 16.3 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

- 16.4 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.
- 16.5 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.
- 16.6 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.
- 16.7 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.

- 16.8 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.
- 16.9 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

- 17.0 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

- 18.0 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.
- 18.1 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

- 19.0 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.
- 19.1 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

- 20.0 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

- 21.0 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

22.0 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**

22.1 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.

22.2 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

23.0 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.

CONTRACTOR	
_____	_____
Contractor's Representative	Date

Witness	

HALIFAX REGIONAL SCHOOL BOARD	
_____	_____
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 #3919

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 #3919 **FACILITY CONDITION ASSESSMENTS PHASE 1** 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 **#3919 FACILITY CONDITION ASSESSMENTS PHASE 1** 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

Halifax Regional School Board

RFP #3919

APPENDIX "B" Bid Form

Lump Sum Table:

Compile Previous Reports Into Capital Planning Software:

Phase 1: _____

Phase 2**:

Phase 3**:

Phase 4**:

Software Licensing*:

On-going Software Costs*:

* Indicate N/A if not applicable.

**Award of additional phases are optional at HRSB's discretion.

Hourly Rate Table for Additional Work:

Various Disciplines/ Position*

Hourly Rate

Building Assessment Technician: _____

Professional Engineer: _____

Other: _____

Other: _____

Other: _____

*Listed positions are not mandatory, unless noted as required elsewhere.

NAME OF PROPONENT or Joint Venture

SIGNATURE OF COMPANY OFFICIAL
(Signature of each official in joint venture)

WITNESS OR SEAL

DATE

APPENDIX "C" LIST OF SCHOOL PACKAGES

Provide unit prices for each building report in the table below.

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Highland Park Junior High	Citadel High	1955	29,005	3479 Robie Street	Halifax	2015	
Joseph Howe Elementary	Citadel High	1967	43,844	2557 Maynard Street	Halifax	2015	
Oxford School	Citadel High	1938	88,069	6364 North Street	Halifax	2015	
St. Joseph's-Alexander McKay Elementary	Citadel High	1921	47,532	5389 Russell Street	Halifax	2015	
St. Stephen's Elementary	Citadel High	1948	46,678	3669 Highland Avenue	Halifax	2015	
Ocean View Elementary	Cole Harbour District High	1954	44,061	51 Oceanview School Road	Eastern Passage	2015	
Tallahassee Community	Cole Harbour District High	1991	64,600	168 Redoubt Way	Eastern Passage	2015	
Astral Drive Elementary	Auburn Drive High	1984	36,811	236 Astral Drive	Cole Harbour	2016	
Astral Drive Junior High	Auburn Drive High	1988	60,273	238 Astral Drive	Cole Harbour	2016	
Auburn Drive High	Auburn Drive High	1995	129,427	300 Auburn Drive	Cole Harbour	2016	
Bell Park Academic Center	Auburn Drive High	1979	37,483	39 Walker Street	Lake Echo	2016	
Caldwell Road Elementary	Auburn Drive High	1964	31,186	280 Caldwell Road	Dartmouth	2016	
Colby Village Elementary	Auburn Drive High	1975	27,425	92 Colby Drive	Dartmouth	2016	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Graham Creighton Junior High	Auburn Drive High	2001	70,000	72 Cherry Brook Road	Cherry Brook	2016	
Humber Park Elementary	Auburn Drive High	1968	24,670	5 Smallwood Avenue	Dartmouth	2016	
Joseph Giles Elementary	Auburn Drive High	1981	33,448	54 Gregory Drive	Dartmouth	2016	
Atlantic View Elementary	Cole Harbour District High	1960	20,368	3391 Lawrencetown Road	Lawrencetown	2016	
Cole Harbour District High	Cole Harbour District High	1979	100,321	2 Chameau Crescent	Dartmouth	2016	
Colonel John Stuart Elementary	Cole Harbour District High	1960	22,254	5 John Stewart Drive	Dartmouth	2016	
George Bissett Elementary	Cole Harbour District High	1981	30,740	170 Arklow Drive	Dartmouth	2016	
Nelson Whynder Elementary	Cole Harbour District High	1993	29,940	979 North Preston Road	Dartmouth	2016	
Robert Kemp Turner Elementary	Cole Harbour District High	1977	27,148	141 Circassion Drive	Dartmouth	2016	
Ross Road	Cole Harbour District High	1970	54,029	336 Ross Road	Dartmouth	2016	
Sir Robert Borden Junior High	Cole Harbour District High	1969	58,106	16 Evergreen Drive	Dartmouth	2016	
Gorsebrook Junior High	Citadel High	1950	47,168	5966 South Street	Halifax	2017	
Halifax Central Junior High	Citadel High	1950	42,367	1787 Preston Street	Halifax	2017	
Inglis Street Elementary	Citadel High	1962	42,863	5985 Inglis Street	Halifax	2017	
Saint Mary's Elementary	Citadel High	1950	13,630	5614 Morris Street	Halifax	2017	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Sir Charles Tupper Elementary	Citadel High	1929	33,352	1930 Cambridge Street	Halifax	2017	
Springvale Elementary	Citadel High	1955	36,425	92 Downs Avenue	Halifax	2017	
St. Agnes Junior High	Citadel High	1974	48,947	6981 Mumford Road	Halifax	2017	
St. Catherine's Elementary	Citadel High	1956	51,642	3299 Connolly Street	Halifax	2017	
Westmount Elementary	Citadel High	1950	42,398	6700 Edward Arab Avenue	Halifax	2017	
Seaside Elementary	Cole Harbour District High	1974	44,737	1881 Caldwell Road	Eastern Passage	Phase 1	
Bicentennial	Dartmouth High	1951	64,749	85 Victoria Road	Dartmouth	Phase 1	
Crichton Park Elementary	Dartmouth High	1960	27,075	49 Lyngby Avenue	Dartmouth	Phase 1	
Dartmouth High School	Dartmouth High	1959	143,044	95 Victoria Road	Dartmouth	Phase 1	
Harbour View Elementary	Dartmouth High	1946	77,311	25 Alfred Street	Dartmouth	Phase 1	
Hawthorn Elementary	Dartmouth High	1971	41,498	10 Hawthorne Street	Dartmouth	Phase 1	
John MacNeil Elementary	Dartmouth High	1968	25,053	62 Leaman Drive	Dartmouth	Phase 1	
John Martin Junior High	Dartmouth High	1963	71,332	7 Brule Street	Dartmouth	Phase 1	
Shannon Park Elementary	Dartmouth High	1952	59,850	75 Iroquois Drive	Dartmouth	Phase 1	
South Woodside Elementary	Dartmouth High	1959	27,232	5 Everette Street	Dartmouth	Phase 1	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Eastern Shore District High	Eastern Shore District High	1966	68,697	35 West Petpeswick Road	Musquodoboit Harbour	Phase 1	
Gaetz Brook Junior High	Eastern Shore District High	1979	58,711	6856 Highway #7	Gaetz Brook	Phase 1	
Oyster Pond	Eastern Shore District High	1957	82,000	10583 Highway #7	Oyster Pond	Phase 1	
Porters Lake Elementary	Eastern Shore District High	1972	32,944	5261 Highway #7	Porter's Lake	Phase 1	
Subtotal Phase 1							
Admiral Westphal Elementary	Prince Andrew High	1975	68,804	6 Fourth Street	Dartmouth	Phase 2	
Alderney Elementary	Prince Andrew High	1953	26,770	2 Penhorn Drive	Dartmouth	Phase 2	
Bel Ayr Elementary	Prince Andrew High	1964	24,994	4 Bell Street	Dartmouth	Phase 2	
Brookhouse Elementary	Prince Andrew High	1967	36,051	15 Christopher Avenue	Dartmouth	Phase 2	
Caledonia Junior High	Prince Andrew High	1963	58,565	38 Caledonia Road	Dartmouth	Phase 2	
Ellenvale Junior High	Prince Andrew High	1967	56,449	88 Belle Vista Drive	Dartmouth	Phase 2	
Eric Graves Memorial Junior High	Prince Andrew High	1976	43,752	70 Dorothea Drive	Dartmouth	Phase 2	
Ian Forsyth Elementary	Prince Andrew High	1965	38,123	22 Glencoe Drive	Dartmouth	Phase 2	
Michael Wallace Elementary	Prince Andrew High	1960	24,003	24 Andover Street	Dartmouth	Phase 2	
Mount Edward Elementary	Prince Andrew High	1962	25,079	3 Windward Avenue	Dartmouth	Phase 2	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Prince Andrew High	Prince Andrew High	1959	145,911	31 Woodlawn Road	Dartmouth	Phase 2	
A.J. Smeltzer Junior High	Sackville High	1980	57,923	46 Prince Street	Lower Sackville	Phase 2	
Caudle Park Elementary	Sackville High	1974	29,090	35 McGee Drive	Lower Sackville	Phase 2	
Cavalier Drive Elementary/Junior High	Sackville High	1985	51,500	116 Cavalier Drive	Lower Sackville	Phase 2	
Hillside Park Elementary	Sackville High	1956	29,770	15 Hillside Avenue	Lower Sackville	Phase 2	
Leslie Thomas Junior High	Sackville High	1975	45,138	100 Metropolitan Avenue	Lower Sackville	Phase 2	
Sackville High	Sackville High	1972	143,528	1 Kingfisher Way	Lower Sackville	Phase 2	
Smokey Drive Elementary	Sackville High	1978	27,125	241 Smokey Drive	Lower Sackville	Phase 2	
Sycamore Lane Elementary	Sackville High	1971	24,108	69 Sycamore Lane	Lower Sackville	Phase 2	
Ash Lee Jefferson Elementary	Lockview High	1999	63,102	10 Lockview Road	Fall River	Phase 2	
Beaver Bank-Kinsac Elementary	Lockview High	1961	30,451	28 Kinsac Road	Beaver Bank	Phase 2	
Beaver Bank-Monarch Drive Elementary	Lockview High	1988	33,700	1 Monarch Drive	Beaver Bank	Phase 2	
Georges P. Vanier Junior High	Lockview High	1968	58,804	1410 Fall River Road	Fall River	Phase 2	
Harold T. Barrett Junior High	Lockview High	1984	40,837	862 Beaver Bank Road	Beaver Bank	Phase 2	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Holland Road Elementary	Lockview High	1988	33,223	181 Holland Road	Wellington	Phase 2	
Oldfield Consolidated	Lockview High	1962	8,804	72 Halls Road	Enfield	Phase 2	
Waverley Memorial	Lockview High	2010	44,520	2393 Rocky Lake Drive	Waverley	Phase 2	
Subtotal Phase 2							
Central Spryfield	J.L. IIsley High	1947	37,979	364 Herring Cove Road	Halifax	Phase 3	
Chebucto Heights Elementary	J.L. IIsley High	1974	62,241	230 Cowie Hill Road	Halifax	Phase 3	
Cunard Junior High	J.L. IIsley High	1965	31,934	121 Williams Lake Road	Halifax	Phase 3	
Elizabeth Sutherland	J.L. IIsley High	1957	56,407	66 Rockingstone Road	Halifax	Phase 3	
Harrietsfield Elementary	J.L. IIsley High	1977	21,934	1150 Old Sambro Road	Harrietsfield	Phase 3	
Herring Cove Junior High	J.L. IIsley High	1973	44,700	7 Lancaster Street	Herring Cove	Phase 3	
Fleming Tower Elementary	J.L. IIsley High	1962	43,386	25 Randolph Street	Halifax	Phase 3	
John W. MacLeod	J.L. IIsley High	1947	33,922	159 Purcell's Cove Road	Halifax	Phase 3	
Rockingstone Heights	J.L. IIsley High	1974	47,202	1 Regan Drive	Halifax	Phase 3	
Sambro Elementary	J.L. IIsley High	1968	17,405	3725 Old Sambro Road	Sambro	Phase 3	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
William King Elementary	J.L. Ilsley High	1990	34,822	91 St. Paul's Avenue	Herring Cove	Phase 3	
J.L. Ilsley High	J.L. Ilsley High	1970	148,523	38 Sylvia Avenue	Halifax	Phase 3	
Lakefront Consolidated Elementary	Duncan MacMillan High	1972	32,944	17286 Highway #7	Tangier	Phase 3	
Atlantic Memorial	Halifax West High	1959	25,400	3591 Prospect Road	White's Lake	Phase 3	
Atlantic Memorial (Terence Bay Elementary)	Halifax West High	1960	13,260	1714 Lower Prospect Road	Terence Bay	Phase 3	
Brookside Junior High	Halifax West High	1972	51,246	2239 Prospect Road	Hatchet Lake	Phase 3	
Harry R. Hamilton Elementary	Millwood High	1980	38,649	40 Hamilton Drive	Middle Sackville	Phase 3	
Millwood Elementary	Millwood High	1988	38,019	190 Beaver Bank Cross Road	Lower Sackville	Phase 3	
Millwood High	Millwood High	1989	82,450	141 Millwood Drive	Lower Sackville	Phase 3	
Sackville Heights Junior High	Millwood High	1999	73,044	956 Sackville Drive	Lower Sackville	Phase 3	
Dutch Settlement Elementary	Musquodoboit Rural	1983	21,156	990 Highway #277	Dutch Settlement	Phase 3	
Musquodoboit Rural High	Musquodoboit Rural	1950	44,560	11976 Highway #224	Middle Musquodoboit	Phase 3	
Musquodoboit Valley Education Centre	Musquodoboit Rural	2001	50,000	12014 Highway #224	Middle Musquodoboit	Phase 3	
Upper Musquodoboit Consolidated	Musquodoboit Rural	1962	10,540	8416 Highway #224	Upper Musquodoboit	Phase 3	
Subtotal Phase 3							

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Beechville Lakeside Timberlea Junior Elementary P-2	Sir John A. Macdonald High	1991	49,385	22 James Street	Timberlea	Phase 4	
Beechville Lakeside Timberlea Senior Elementary 3-5	Sir John A. Macdonald High	1973	50,440	24 James Street	Timberlea	Phase 4	
East St. Margarets Elementary	Sir John A. Macdonald High	1958	17,878	8671 Peggy's Cove Road	Indian Harbour	Phase 4	
Five Bridges Junior High	Sir John A. Macdonald High	1965	99,847	66 Hubleys Road	Hubley	Phase 4	
Shatford Memorial Elementary	Sir John A. Macdonald High	1948	18,478	10089 St. Margaret's Bay Road	Hubbards	Phase 4	
Sir John A. Macdonald High	Sir John A. Macdonald High	1965	99,847	31 Scholars Road	Tantallon	Phase 4	
Tantallon Junior Elementary	Sir John A. Macdonald High	1980	29,224	1 French Village Station Road	Upper Tantallon	Phase 4	
Tantallon Senior Elementary	Sir John A. Macdonald High	1972	50,464	3 French Village Station Road	Upper Tantallon	Phase 4	
Basinview Drive Community Elementary	Charles P. Allen High	1994	63,200	273 Basinview Drive	Bedford	Phase 4	
Bedford Forsyth Education Centre	Charles P. Allen High	1960	49,385	132 Rocky Lake Drive	Bedford	Phase 4	
Charles P. Allen High	Charles P. Allen High	2013	142,000	200 Innovation Drive	Bedford	Phase 4	
Hammonds Plains Consolidated	Charles P. Allen High	1996	52,519	2180 Hammonds Plains Road	Hammonds Plains	Phase 4	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Kingswood Elementary	Charles P. Allen High	2005	67,921	34 Vrege Court	Hammonds Plains	Phase 4	
Rocky Lake Junior High	Charles P. Allen High	1979	116,763	670 Rocky Lake Drive	Bedford	Phase 4	
Sunnyside Elementary – Eaglewood Drive	Charles P. Allen High	1964	28,102	210 Eaglewood Drive	Bedford	Phase 4	
Sunnyside Elementary – Fort Sackville	Charles P. Allen High	1950	8,308	21 Perth Street	Bedford	Phase 4	
Citadel High	Citadel High	2007	198,660	1855 Trollope St.	Halifax	Phase 4	
Burton Ettinger	Halifax West High	1959	50,590	52 Alex Street	Halifax	Phase 4	
Clayton Park Junior High	Halifax West High	1964	51,770	45 Plateau Crescent	Halifax	Phase 4	
Duc d’Anville Elementary	Halifax West High	1964	52,809	12 Clayton Park Drive	Halifax	Phase 4	
Fairview Heights	Halifax West High	1967	21,756	210 Coronation Avenue	Halifax	Phase 4	
Fairview Heights – Annex	Halifax West High	1960	13,700	141 Rufus Avenue Extension	Halifax	Phase 4	
Fairview Junior High	Halifax West High	1972	70,904	155 Rosedale Avenue	Halifax	Phase 4	
Grosvenor-Wentworth Park Elementary	Halifax West High	1960	42,741	4 Downing Street	Halifax	Phase 4	
Halifax West High	Halifax West High	2002	184,100	283 Thomas Raddall Drive	Halifax	Phase 4	
Prospect Road Elementary	Halifax West High	1981	22,907	2199 Prospect Road	Hatchet Lake	Phase 4	
Rockingham Elementary	Halifax West High	1940	49,703	31 Tremont Drive	Halifax	Phase 4	

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Report Completed	Unit Price
Dartmouth South Academy	Prince Andrew	2018	TBD	TBD	TBD	Phase 4	
Island View High	Island View High	TBD	TBD	TBD	TBD	Phase 4	
Eastern District P-12	Eastern District P-12	TBD	TBD	TBD	TBD	Phase 4	
J.L. Ilsley High	JL Ilsley High	TBD	TBD	TBD	TBD	Phase 4	
LeMarchant St. Thomas	Citadel	TBD	TBD	TBD	TBD	Phase 4	
Subtotal Phase 4							

Optional P-3 Schools to be Included in HRSB's Portfolio

School Name	Family	Year Constructed	Sq Footage	Civic Address	City	Turn Over Year	Unit Price
Eastern Passage Education Centre	Cole Harbour District High	1999	82,645	93 Samuel Danial Drive	Eastern Passage	2020	
Lockview High	Lockview High	2000	152,153	148 Lockview Road	Fall River	2020	
Madeline Symonds Middle School	Charles P. Allen High	1999	82,645	290 White Hills Run	Hammonds Plains	2020	
O'Connell Drive Elementary	Eastern Shore District High	1997	50,160	40 O'Connell Drive	Porter's Lake	2018	
Park West	Halifax West	2000	71,450	206 Langbrae Drive	Halifax	2020	
Portland Estates Elementary	Prince Andrew	2000	49,933	45 Portland Hills Drive	Dartmouth	2020	
Ridgecliff Middle School	Sir John A. Macdonald	1999	82,645	35 Beech Tree Run	Beechville	2020	
Sackville Heights Elementary	Millwood High	2000	49,933	1225 Old Sackville Road	Sackville	2020	
St. Margaret's Bay Elementary	Sir John A. Macdonald	1999	47,965	24 Ridgewood Drive	Head of St. Margarets Bay	2020	
Bedford South	Charles P. Allen High	2000	71,460	2 Oceanview Dr	Bedford	2020	

APPENDIX "D" CONTRACTOR CHECKLIST

The following documents must be enclosed with your proposal:

Envelope 1:

- Certificate of Insurance indicating a minimum of \$5,000,000 Commercial General Liability insurance 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 & Professional Liability insurance indicating a minimum of \$5,000,000 per occurrence **(Appendix E – refer the sample-certificate of liability insurance)**
- 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.

- Appendix "A" – Completed forms and signed by an authorized representative.

Envelope 2:

- Appendix "B" – Form complete with all requested pricing.
- Appendix "C" – 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.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS		2. INSURED'S FULL NAME AND MAILING ADDRESS	
Halifax Regional School Board		Contractors Name and Address	
33 Spectacle Lake Dr.			
Dartmouth,	NS	POSTAL CODE B3B 1X7	POSTAL CODE

3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Insured project details and address: (List specific Project details)

Policy Includes: Contractual Liability, Primary and Non-Contributory, Waiver of Subrogation, Broad Form Property Damage

4. COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated notwithstanding any requirements, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)				
				COVERAGE	DED.	AMOUNT OF INSURANCE		
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE OR <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> PRODUCTS AND / OR COMPLETED OPERATIONS <input checked="" type="checkbox"/> EMPLOYER'S LIABILITY <input checked="" type="checkbox"/> CROSS LIABILITY <input checked="" type="checkbox"/> TENANTS LEGAL LIABILITY <input checked="" type="checkbox"/> POLLUTION LIABILITY EXTENSION	XX Insurance 123Binder	2017/11/20	2018/11/20	COMMERCIAL GENERAL LIABILITY BODILY INJURY AND PROPERTY DAMAGE LIABILITY - GENERAL AGGREGATE		\$5,000,000		
						- EACH OCCURRENCE		\$5,000,000
				PRODUCTS AND COMPLETED OPERATIONS AGGREGATE		\$5,000,000		
				<input type="checkbox"/> PERSONAL INJURY LIABILITY OR <input checked="" type="checkbox"/> PERSONAL AND ADVERTISING INJURY LIABILITY		\$1,000,000		
				MEDICAL PAYMENTS		\$25,000		
				TENANTS LEGAL LIABILITY		\$1,000,000		
				POLLUTION LIABILITY EXTENSION		\$2,000,000		
<input checked="" type="checkbox"/> NON-OWNED AUTOMOBILES <input type="checkbox"/> HIRED AUTOMOBILES	XX Insurance 123 Binder	2017/11/20	2018/11/20	NON OWNED AUTOMOBILE		\$2,000,000		
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> DESCRIBED AUTOMOBILES <input type="checkbox"/> ALL OWNED AUTOMOBILES <input type="checkbox"/> LEASED AUTOMOBILES ** <small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>	XX Insurance 123 Binder	2017/11/20	2018/11/20	BODILY INJURY AND PROPERTY DAMAGE COMBINED		\$2,000,000		
				BODILY INJURY (PER PERSON)				
				BODILY INJURY (PER ACCIDENT)				
				PROPERTY DAMAGE				
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/>				EACH OCCURRENCE				
				AGGREGATE				
OTHER LIABILITY (SPECIFY) <input type="checkbox"/>				Extra Expense		\$1,000,000		
<input checked="" type="checkbox"/> Professional Liability	XX Insurance 123 Binder	2017/11/20	2018/11/20	Limit of Liability - Per Claim		\$5,000,000		

5. CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS		7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured)	
		Halifax Regional School Board	
	POSTAL CODE	33 Spectacle Lake Dr.	
BROKER CLIENT ID:		Dartmouth,	NS
			POSTAL CODE B3B 1X7

8. CERTIFICATE AUTHORIZATION

ISSUER	CONTACT NUMBER(S)			
AUTHORIZED REPRESENTATIVE	TYPE	NO.	TYPE	NO.
	TYPE	NO.	TYPE	NO.
SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE	2017/11/20	EMAIL ADDRESS	



Project Safety Plan Outline

During the planning of each project, environmental and occupational health and safety issues will be assessed like any other key project component.

Prior to beginning a new project, tendering contractors shall examine the work area to identify potentially hazardous site specific situations.

Once identified, these hazards should be prioritized on this Hazard Assessments/Project Safety Plan Outline and corrective *actions* noted to eliminate or control each hazard. The dates of when and names of the persons who are responsible for completing the *action* should also be assigned.

Copies of the completed Safety Plan Outline shall be submitted as part of the tender document submittal, sent to the HRSB Operations Services Regional Manager, made available on the job site and communicated to the workers.

Project Name: _____

Project Location: _____

Project Start date: _____

Project End date: _____

Company Name: _____

Completed by: _____

(Contractor's project manager)

Date: _____

Copy to: _____

PLANNING:

Does the Contractor's Occupational Health and Safety Program deal with the work activities associated with this project? Yes No

Describe tasks to be undertaken: _____

HAZARDS ASSESSMENT:

Identify the hazards that could present themselves on this project (e.g. live electrical wires, over water, confined space, etc) and describe what steps will be taken to prevent an incident (e.g. cover up, de-energize, safe work practices, netting, etc). Prioritize from #1 as needing immediate action.

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

ENVIRONMENTAL ASSESSMENT:

Identify the environmental issues that could present themselves on this project (e.g. oil spills, asbestos, etc.) and describe the action that will be taken to eliminate or reduce the risk of occurrence (e.g. mop kits, air sampling, etc.)

#	Hazard	Required Action	Completed by	Date
1				
2				
3				
4				
5				

EMERGENCY RESPONSE:

In the event of an incident, pre-plan the response and write up the procedures. Minimally, the following list should be completed and posted on site:

Contact	Phone #	Contact	Phone #
Fire	911	Poison Control	428-8161
Ambulance	911	Dangerous Goods	1-800-565-1633
Doctor	911	Waste Disposal	
Police	911	Insurance	
HRSB Office	493-5110	Min/Dept of Labour	1-800-952-2687
Min./Dept.of Transport.		Min/Dept of Environment	1-800-565-1633

- Identify and arrange source of first aid, ambulance and rescue.
- Accidents will be reported to: _____
- Accidents will be investigated by: _____
- Back-up call to: _____
- HRSB # emergency/after hours: day 493-5110 after 4:00 pm 442-2476

SAFETY MEETINGS:

On this project, given the nature of the work and the anticipated size of the work force, the following frequency will apply:

Site meetings _____

Site Audits _____

Follow up with HRSB Manager: _____

SITE IMPLEMENTATION:

- Health and Safety Rep & Safety Committee:
Establish liaison between HRSB, contractor, site administration
First Aid, PPE, other safety items as required.

- Documentation:
Applicable MSDS
Safety program
Applicable work procedures
Permits
First Aid Certification

TRAINING:

The following training/testing will be mandatory on site:

1) _____

2) _____

3) _____

TENTATIVE SCHEDULE OF WORK:

- 1) Date Project Will Commence: _____
- 2) Number of Weeks to Complete Project: _____ weeks

NOTE:

Within one week of tender award the successful bidder shall provide a schedule clearly indicating timelines for completion of all aspects of the project.