



**Halifax**

Regional Centre for Education

## **REQUEST FOR STANDING OFFER (RFSO) #4279**

### **ICE SALT, TRACTION SAND, AND SHOVELS**

RFSO Closing Date:

**Friday, 17 October 2025**

RFSO Closing Time:

**2:00:00 pm (Atlantic Standard Time)**

**Closing Location:**

**Submissions via email only to: [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca)**

**HRCE Procurement Contact:**

Don Walpola, Buyer

Office: (902) 464-2000 #2223

Email: [dwalpola@hrce.ca](mailto:dwalpola@hrce.ca)

**Delivery Locations:**

Various Schools/Offices

**Bid Submissions must be emailed to [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca)**

To download document in .pdf format, please go to HRCE's Website: [www.hrce.ca](http://www.hrce.ca) and search on "Tenders" and choose "Tender Listings".

***The Halifax Regional Centre for Education encourages equity and affirmative action programs.***

## PURPOSE OF THE REQUEST FOR STANDING OFFER:

The Halifax Regional Centre for Education is the largest school system in Atlantic Canada. We serve close to 60,000 students in 136 schools and offices throughout Halifax Regional Municipality. It is HRCE's intention to enter into a contract with one company for all products or to one company for salt/sand and another company for all shovels, at the discretion of HRCE, based on the total price for the products listed. **HRCE does not guarantee the purchase of any minimum quantities over the term of the proposed contract and items must be shipped to individual schools/office locations as required.**

1. The HALIFAX REGIONAL CENTRE FOR EDUCATION (HRCE) will receive offers in the form of a bid from Contractors, being signed and received on or before the date and time specified on the cover sheet of this document. The HRCE deems the correct time to be the time indicated on the email receipt date and time. The email address to submit bids and amendments is [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca). If the electronic submission is larger than 10mb, proponents have the option of sharing files from google drive to [hrcetenders@gnspe.ca](mailto:hrcetenders@gnspe.ca). If you encounter difficulties please contact the HRCE purchasing team for further clarification. Files should be submitted in Adobe (.pdf) format.

Proponents are to submit completed Bid documents via electronic mail.

The Price form is available for download from the HRCE Website in the "Tender Listing" section. Pricing must be shown by "Unit of Measure" as indicated on the bid form.

The electronic file should be named "**RFSO 4279\_Proponent Name**".

2. Bids submitted via regular mail, fax or hand delivery **WILL NOT be accepted.**
3. The term of this contract will be two (2) years with three (3) one (1) year options for renewal at the discretion of HRCE.
4. The successful proponent **MUST** guarantee adequate supply of goods as **BACK ORDERS ARE NOT ACCEPTED**. Inadequate supply of goods will result in cancellation of the contract by HRCE. HRCE requires a **maximum 72 hour delivery time to individual destinations from the time vendors receive purchase orders.**

5. Invoices requiring payment should be addressed to Marie Fagan, and emailed to [accountspayable@hrce.ca](mailto:accountspayable@hrce.ca). The Contractor's HST number must appear on each invoice.
6. The HRCE pays invoices by Electronic Funds Transfer (EFT) thirty (30) days after receipt.
7. The HRCE reserves the right to award the contract to one or more service providers who submit proposals for this competition.
8. The HRCE encourages the promotion of business with suppliers who have put in place employment equity and affirmative action programs and practices in accordance with federal and provincial legislation and guidelines.
9. Inquiries around this tender can be directed by email to [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca)
10. The HRCE reserves the right to reject any tender in its sole and absolute discretion for any reason whatsoever. The HRCE reserves the right to reject all tenders if none are considered satisfactory in the HRCE's sole and absolute discretion and, in that event, at its option, to call for additional tenders.

Without limiting the generality of any other provision herein, the HRCE reserves the right to reject any tender:

- a) that contains any irregularity, informality, condition or qualifications;
- b) that is not accompanied by any required bid security documents;
- c) is not properly signed by or on behalf of the proponent;
- d) that contains an alteration in a quote price that is not initialed by or on behalf of the proponent;
- e) that is incomplete or ambiguous or;
- f) that does not strictly comply with other requirements contained in these instructions.

The HRCE shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality, or non-conformance with these instructions in any tender received by the HRCE.

No term or condition shall be implied, based upon any industry or trade practice or custom or in a practice or policy of the HRCE or otherwise, which is inconsistent or conflicts with the provisions contained in these instructions.

11. Bids shall be evaluated on unit price multiplied by the estimated number of units as listed on the bid form, as well as the ability of a vendor to provide timely delivery. After determination of the lowest responsible bidder(s), consideration will be given to alternatives and tender price adjustments if applicable.

12. As this is a standing offer, the unit rates or the total values of the successful vendor will not be disclosed.
13. Products must meet the specifications as outlined on the specification sheet.
14. The quantities listed in the price form is an estimate only and the exact quantities to be ordered within the term cannot be guaranteed.
15. It is imperative that the HRCE does not experience disruption in services as part of the **transition process**. The successful proponent will be responsible to carry out all activities as part of the transition of services are completed within a 30-day time frame without an interruption to the new contract commencement date.
16. The successful vendor must also be willing to enter into contract with the Broader Public Sector and other schools within the HRCE, and with other Regional Centres for Education in Nova Scotia and CSAP for the supply of ice salt, traction sand and shovels at the specified rates and at the same terms and conditions of this RFSO, if required.
17. The Bidder's Information Sheet must be signed by an authorized signing authority.
18. **Delivery charges must be indicated on the HRCE Bid Form. Minimum order product quantities are indicated on the HRCE Bid Form.**
19. The successful supplier may be asked to provide a usage report to the HRCE upon request which includes total units purchased for each product number.

**APPENDIX B**

**Halifax**  
Regional Centre for Education

**PROPONENT INFORMATION FORM**

Please fill out the following form, naming one person to be the Proponent contact for the RFP process and for any clarifications or communication that might be necessary.

|                                                                                    |  |
|------------------------------------------------------------------------------------|--|
| <b>Full Legal Name of Proponent:</b>                                               |  |
| <b>Any Other Relevant Name under which Proponent Carries on Business:</b>          |  |
| <b>Street Address:</b>                                                             |  |
| <b>City, Province / State:</b>                                                     |  |
| <b>Postal Code / Zip Code:</b>                                                     |  |
| <b>Phone Number:</b>                                                               |  |
| <b>Company Website (if any):</b>                                                   |  |
| <b>Proponent Contact Name and Title:</b>                                           |  |
| <b>Proponent Contact Phone:</b>                                                    |  |
| <b>Proponent Contact Email:</b>                                                    |  |
| <b>Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):</b> |  |
| <b>HST / GST Registration Number (Leave blank if NOT applicable):</b>              |  |
| <b>SIN # (only required if you do not have an HST / GST or NSRJT number):</b>      |  |

I/WE, the undersigned, having carefully examined the **RFSO # 4279 ICE SALT, TRACTION SAND, AND SHOVELS** documents, and having read, understood, and accepted the Conditions of the tender which form part of the tender documents, hereby offer to provide the materials and service in strict accordance with the **RFSO # 4279 ICE SALT, TRACTION SAND, AND SHOVELS documents**, which form part of this tender.

I/WE, hereby agree that notification of acceptance of this bid shall be in writing and may be sent electronically and acceptance shall be deemed to have been made on the date of e-mailing of such notification.

**I/We hereby agree to honour the same ICE SALT, TRACTION SAND, AND SHOVELS rates for a period of 2 years.**

---

Company Name

---

Authorized Signature

---

Date

---

Name and Title (Please Type)

**REFERENCES:**

| CONTACT NAME | PHONE NUMBER | ITEMS PURCHASED |
|--------------|--------------|-----------------|
| <hr/>        | <hr/>        | <hr/>           |
| <hr/>        | <hr/>        | <hr/>           |
| <hr/>        | <hr/>        | <hr/>           |

**POTENTIAL COST SAVING OPPORTUNITIES:**

---

---

---

**PERCENTAGE ABOVE VENDOR COST TO BE APPLIED, FOR PRODUCTS NOT INCLUDED ON THE PRODUCT LIST**

---

 %

# **Sample Contract**

## **(Do not include with your bid submission)**

### **AGREEMENT FOR SUPPLY OF SERVICES**

THIS AGREEMENT made the *XX day of MONTH A.D. 2020*.

BETWEEN

***THE HALIFAX REGIONAL CENTRE FOR EDUCATION***

(the "HRCE")

OF THE FIRST PART

- and -

***CONTRACTOR'S NAME*** (the "Contractor")

OF THE SECOND PART

### **RECITALS**

WHEREAS the HRCE has analyzed its needs and requirements for ***ICE SALT, TRACTION SAND, AND SHOVELS***;

AND WHEREAS based on the HRCE's analysis, the HRCE prepared a detailed request for proposals setting out their needs and requirements in RFSO #4279, a copy of which is incorporated and forms part of this agreement and is identified as Schedule "A" hereto;

AND WHEREAS the HRCE advertised RFSO # 4279 to a number of companies capable of providing ***ICE SALT, TRACTION SAND, AND SHOVELS***;

AND WHEREAS **CONTRACTOR'S NAME** provided a detailed response to RFSO 4279 (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto;

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

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

#### **SCOPE OF WORK**

- 1.0 The services to be performed by the Contractor for the HRCE are outlined in the Scope of Work, of RFSO 4279, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Appendix A may be adjusted from time to time by mutual agreement between the HRCE and the Contractor.

#### **TERM**

- 2.0 This Agreement shall be in effect from and including ***OCTOBER 24, 2025 TO OCTOBER 23, 2027 with three (3) one (1) year options for renewal at the discretion of the HRCE.***

**SATISFACTORY PERFORMANCE**

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

**PAYMENT PROCEDURE**

- 4.0 Invoices shall be emailed to the attention of Marie Fagan, by email to: [accountspayable@hrce.ca](mailto:accountspayable@hrce.ca).
- 4.1 Upon determining that the work evidences completion by the Contractor of the portion of the Agreement to which the invoice relates, the HRCE shall cause the invoice to be paid.

**WITHHOLDING PAYMENT**

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

- (c) *To the extent necessary to protect the HRCE in respect of any liability for amounts required to be paid by the Contractor pursuant to articles 8.0, 8.1, 9.0, 9.1, 9.2, 10.0, 10.1, 10.2 and 10.3 if there is a reasonable probability that such amounts or claims may be assessed or made against the HRCE; and*
- (d) *As provided in article 11.1.*

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

## **EXPENSES**

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

## **INDEPENDENT CONTRACTOR**

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

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

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

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

#### **TAXES**

- 9.0 The Contractor shall pay and be responsible for all forms of municipal, provincial and federal income tax as may be applicable in the performance of the services to be rendered under this Agreement and for all other taxes of a similar or dissimilar nature.
- 9.1 The HRCE shall have an obligation to pay the Harmonized Sales Tax (HST) on invoices submitted pursuant to article 4.0 unless the Contractor provides identification of its HST registration number on the respective invoice and identifies the total amount of HST on the invoice.

- 9.2 In the event that the Contractor does not invoice the HRCE for the HST, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit the HST.

## INSURANCE

- 10.0 The Contractor agrees to obtain and maintain, for the duration of this Agreement, comprehensive general liability insurance in an amount not less than \$2,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 The Contractor agrees to obtain and maintain, for the duration of this Agreement, Professional Liability Insurance (Errors and Omissions) insurance in an amount not less than \$2,000,000.00 **(FOR CONSULTANTS ONLY)**
- 10.2 Where applicable, Automobile public liability and property damage insurance in an amount not less than Two Million Dollars (\$2,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Proponent and used in connection with this Contract.
- 10.3 Such insurance shall include blanket contractual liability.
- 10.4 Evidence of such insurance shall be provided to the HRCE prior to the date of the commencement of this Agreement.

- 10.5 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to HRCE, and shall indemnify and save harmless HRCE for any costs that may be incurred as identified under article 11.

## **INDEMNIFICATION**

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

**TERMINATION**

- 12.0 This agreement may be terminated by the HRCE at any time during the term, in whole or in part, in HRCE's sole discretion without cause or liability to Contractor, by HRCE providing to Contractor at least ninety (90) days prior written notice of such termination. Such notice shall specify both the scope and the effective date of such termination.
- 12.1 In the event that the Contractor is incapacitated or there is some other cause which may prevent the Contractor from performing the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE, then the HRCE may terminate this Agreement immediately by way of providing written notice to the Contractor in which case, the HRCE shall be under no obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.
- 12.2 In the event of the lack of satisfactory performance by the Contractor of the services prescribed or referred to in this Agreement, the determination of which shall be in the sole discretion of the HRCE and which shall be subject to the terms set forth under articles 5.0 and 5.1 of this Agreement, then the HRCE may terminate this Agreement immediately upon providing written notice to the Contractor where there has not been a satisfactory correction, completion, or remedy of the deficiency within the ten (10) days set forth under article 5.1, with the HRCE being under no further obligation to the Contractor except to pay such compensation as the Contractor may be entitled to receive up to the time of such termination.

- 12.3 In the event that the services provided by the Contractor under this Agreement cannot be performed due to a labour dispute, strike, or lockout which affects directly or indirectly the HRCE's operations, the Director of the department affected by this agreement shall give to the Contractor at least 24 hours written notice by facsimile, sent to the facsimile number given by the Contractor in this Agreement, of the HRCE's intent to suspend services under this Agreement and the effective date of suspension of services. Such written notice shall be deemed sufficient.
- 12.4 After the suspension of services, in the event that the HRCE wishes to resume the performance of services under this Agreement in the future during the term of this Agreement, the HRCE will give the Contractor written notice of resumption of services, the effective date to be no sooner than five (5) working days from the date of the notice of resumption of services, or such shorter period upon which the parties then may agree, for a term equivalent to the number of days remaining in the term of this Agreement together with the number of days of the suspension of services, or such shorter period as the parties may then agree. In the event that the Contractor cannot resume services in accordance with the notice of resumption of services, this contract will be terminated forthwith.
- 12.5 Notwithstanding the next preceding Article, the HRCE shall not be bound by anything contained herein until the Agreement is executed by all of the parties.

**Dispute Resolution****Arbitration:**

13.0 By written notice by one party to the other (a "Notice of Arbitration"), all disputes arising out of this Agreement, including its interpretation, MUST be submitted to binding arbitration in accordance with the provisions of the Commercial Arbitration Act (Nova Scotia), subject to the following:

- (a) The arbitration panel will consist of one arbitrator. If the parties fail to reach agreement on the selection of the arbitrator within 10 days following delivery of the Notice of Arbitration, any party may apply to The Supreme Court of Nova Scotia to appoint the arbitrator. The arbitrator will be qualified by education, training and industry experience to rule upon the particular dispute to be resolved.
- (b) The arbitrator will be instructed that time is of the essence in the arbitration proceeding and, in any event, the arbitration award MUST be made within 90 days of the submission of the dispute to arbitration and within 15 days of the conclusion of any hearing, or if there is no hearing, within 15 days of the delivery of written submissions.
- (c) The arbitration will take place in Halifax, Nova Scotia or such place as the parties may agree and will be conducted in the English language.
- (d) The arbitration award will be given in writing and will be final and binding on the parties. The award will give reasons and will deal with the question of costs of the arbitration and all related matters.
- (e) The parties will keep all matters relating to the arbitration strictly confidential. The existence of the proceeding and any element of it (including any pleadings, briefs or other documents submitted or exchanged, any testimony or other oral

submission in any award) will not be disclosed except to the arbitrator, the parties, their counsel and any person necessary to the conduct of the proceeding, except as may be required by law or as may be lawfully required in judicial proceedings relating to the arbitration.

#### **CONFIDENTIALITY AND OWNERSHIP OF PROPERTY**

- 14.0 All pertinent resources, information, material and papers prepared or provided by the Contractor for the HRCE in the performance of this Agreement, shall be the sole property of the HRCE.
- 14.1 As part of the consideration required of the Contractor under this Agreement, the Contractor agrees not to, at any time either during the term of this Agreement or any time after the termination of this Agreement, divulge to any person, firm or corporation any information received during the course of providing services and further agrees that all such information shall be kept strictly confidential and shall not in any manner be revealed to any person without the prior written authorization of the HRCE.

#### **COMPLIANCE WITH LAWS AND POLICIES**

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

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

#### **NON-ASSIGNABILITY**

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

#### **INCONSISTENCY**

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

**NOTICE**

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

To the HRCE at: ***Don Walpola, Buyer Email:***  
***[dwalpola@hrce.ca](mailto:dwalpola@hrce.ca)***

To the Vendor at:

---

---

---

**SUCCESSORS**

- 19.0 This Agreement shall endure 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**

---

Written Name

---

Signature

---

Witness

---

Date**HALIFAX REGIONAL CENTRE FOR EDUCATION**

---

Marie Fagan  
Operations Services Co-ordinator - Custodial

---

Date

---

Nancy Rideout  
Purchasing Manager

**SCHEDULE A**

**HRCE RFSO #4279 DOCUMENT**

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

**SCHEDULE B**

**CONTRACTOR'S BID RESPONSE TO RFSO # 4279**

**(ON FILE BY RFSO NUMBER AT HRCE PURCHASING DIVISION)**