



Halifax
Regional Centre for Education

REQUEST FOR STANDING OFFER
4217
ART SUPPLIES

Closing Date: THURSDAY, MARCH 28, 2024
Closing Time: 2:00:00 P.M. (Atlantic Standard Time)

RFSO Remittance Information:

Halifax Regional Centre for Education

Submission via Email Only: hrcetenders@hrce.ca

HRCE Contact:

Don Walpola,

Buyer

Tel: (902) 464-2000, ext. 2223

Email: dwalpola@hrce.ca

RFSO submissions will be accepted only by email at: hrcetenders@hrce.ca

To obtain documents:

Download RFSO documents in .pdf format from the HRCE's Website:

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

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A detailed listing of schools with all contact info and updated personnel can be found on our website:

<https://www.hrce.ca/families/school-finder/all-schools>

The Terms and Conditions of the RFSO Package, including but not limited to the Two File Method and Evaluation Criteria have been modified. It is the Proponent’s Responsibility to review all sections of the RFSO prior to submitting a Proposal/Bid.

1.0 INTRODUCTION

1.1 The Halifax Regional Centre for Education

The Halifax Regional Centre for Education (“**HRCE**”) is the largest school system in Atlantic Canada serving approximately 53,000 students from pre-primary through to Grade 12. The organization employs approximately 11,500 full time and temporary staff with programs operating from over 135 schools and buildings. The annual operating budget for the HRCE is approximately \$702M.

In the fiscal year April 1, 2022 to March 31, 2023 HRCE spent approximately \$164,000 for Art Supplies.

1.2 Purpose of this Request for Standing Offer

This REQUEST FOR STANDING OFFER(“RFSO”) is to invite experienced and qualified Proponents to submit their detailed proposals for **ART SUPPLIES** to satisfy the requirements of the HRCE for the services set out in this RFSO (“**Proposal**”). The particular number/volume of items and other requirements of the HRCE are set out in the Scope of Work. From Proposals received, the HRCE will select service providers which shall be the standard for future orders under the terms of each Contract awarded by virtue of this RFSO throughout the Term of such Contracts.

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

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

1.3 The Proposal

The HRCE is requesting experienced and qualified Proponents to submit Proposals based on the following:

Art Supplies – Standing Offer to HRCE, as outlined in Section 9.0 Scope of Work for a two (2) year term **(25 Months)** commencing **April 01, 2024 – April 30, 2026 with an option to renew for three (3) additional years**, at the sole discretion of HRCE.

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

The HRCE reserves the right to award the contract to one or more service providers who submit proposals for this competition.

Requirements of this document are based on the latest version National Fire Code (NFC) of Canada, and as modified by the Nova Scotia Fire Safety Act and Regulations.

1.4 Guiding Principles

When preparing your Proposal, you must consider the following principles, which will act as a guide for the HRCE 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**
- **Timelines**
- **Related Expertise**

1.5 Schedules of Events

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

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

STEP	DATE
Release of RFSO	March 14, 2024
Close Date	March 28, 2024
Contract Award	To be determined
Commencement of Obligations	April 01, 2024

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

- 1.6** 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.
- 1.7** The successful vendor must also be willing to enter into contract with the Broader Public Sector and other Regional Centres for Education in Nova Scotia and CSAP for Art Supplies – Standing Offer at the specified rates and at the same terms and conditions of this RFSO, if required.
- 1.8** As this is a standing offer, the usage of this service cannot be determined at the time of award. The unit rates of the successful vendor will not be disclosed.
- 1.9** In the light of COVID-19 and future pandemics, all vendors are required to follow the guidelines set in place by Nova Scotia Health Authority. Potential risks such as restricted accessibility to schools and

buildings of the Halifax Regional Centre for Education (HRCE), inability to complete work on a timely manner due to social distancing, disabled supply chains which will result in delivery delays of raw materials and finished goods, labour shortages and additional storage costs should be clearly communicated with the HRCE Personnel on a timely manner to ensure an amicable solution can be agreed between the HRCE and the vendor/contractor. The HRCE will not be liable for any direct or indirect loss incurred due to the pandemic.

1.10 The Terms and Conditions of the RFSO Package, including but not limited to the Two File Method and Evaluation Criteria have been modified. It is the Proponent’s Responsibility to review all sections of the RFSO prior to submitting a Proposal/Bid.

2.0 RFSO TERMS AND CONDITIONS

This Section describes:

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

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

2.1 RFSO Terminology

Throughout this RFSO, 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 RFSO; 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 RFSO, the following terms shall have their corresponding meanings:

“Proponent”	A person, firm or company submitting a Proposal in response to the RFSO. The successful Proponent who is awarded by HRCE a Contract or the right to enter final negotiations to enter a Contract, pursuant to Section 3.2.
“Proposal Period”	The period of time between the issuance of this RFSO and the Close Date.
“Close Date”	The date and time by which a Proponent MUST submit its Proposal to HRCE, as specified in Section 1.5.

“Contract”	The agreement(s) that form the contractual relationship between the Proponent(s) and HRCE, or to be executed by the Proponent and HRCE, as specified in Section 3.3.
“DDP”	“Delivered Duty Paid” being one of the International Chamber of Commerce’s “Incoterms 2020”
“Innovative Proposal”	A Proponent’s suggested new and innovative processes it considers to be beneficial to HRCE.
“PO”	A purchase order issued by HRCE to the successful Proponent.
“Scope of Work”	The specific items, equipment, work or services requested by HRCE under this RFSO as set forth in Section 9.0 – “Scope of Work”.
“Sites”	All HRCE lands or premises where the equipment will be installed, or services performed. Sites may be specified within the RFSO and/or the Contract.
“Sub-Contractor”	A person, firm or corporation having a contract with the Proponent to supply equipment or systems or perform services under a Contract.

2.3 The General Response (Where applicable)

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

- Vendor Personnel & Equipment information
- Pricing information
- Maintenance/Service information
- Compatibility to existing equipment/systems
- Timelines for implementation Information

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

The Proposal MUST follow the two-file submission method.

- 1. Technical submission should be a searchable PDF document. The Price MUST NOT be referenced in the Technical Submission.**
- 2. Price Submission should be a separate file.**

2.4 Other Requirements

- a. A bid security in the amount of ten percent (10%) of the **1st Year of the Contract Price for Year One (1)** either in the form of a bid bond or a certified cheque payable to the Halifax Regional Centre for Education MUST accompany the proposal. A legible scanned copy of the bid bond or a certified cheque is sufficient during this stage. If awarded, the original version of the bid security will be requested. – **Not Applicable for RFSO 4217**
- b. The bidder must provide with the submitted RFSO document a letter showing they are in good standing with the Worker's Compensation Board (WCB) and a Certificate of Recognition (COR) from Nova Scotia Occupational Health and Safety.
- c. The bidder must provide with their proposal an insurance certificate showing proof of insurance as specified Section 10.0 of the RFSO.
- d. Bidders are advised that, as per the Halifax Regional Centre for Education's Tobacco Free Schools and Workplace Policy (A.006), the HRCE endorses and supports implementation of the Nova Scotia Smoke Free Places Act 2002, which prohibits the possession of tobacco, cannabis, e-cigarettes, and waterpipes for persons under the age of 19 and declares a smoke-free policy in all enclosed spaces, including schools and offices, as well as school grounds.
- e. **Acknowledgement of Student Safety Form – Appendix C**
- f. Completed Signature form in Section 4.0
- g. Proponent Information Form – Appendix B

2.5 The Innovative Proposal

Bidders are encouraged to supply Innovative Proposals. The Innovative Proposal **must** be set out **entirely separately** in your Proposal and will only become a Contract if and when specifically agreed upon between you and the HRCE apart from any acceptance of the Proposal. The Innovative Proposal should address all purchase and service requirements of the HRCE and will be considered by HRCE in its sole discretion.

2.6 Confidentiality and FOIPPA

Information pertaining to HRCE obtained by the Bidder, its employees and agents as a result of its participation in this RFSO, is confidential and **must** not be disclosed by the Bidder except as authorized in advance and in writing by HRCE.

HRCE shall endeavour to keep all Proposals and accompanying documentation received as confidential and used only for the purposes of evaluation of the Proposal, however, HRCE The Bidder hereby grants to HRCE 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* ("FOIPOP"). While this Act allows persons a right of access to records in HRCE's custody or control, it also prohibits HRCE 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 FOIPOP. Bidders are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.

2.7 Full Disclosure

Bidders **must** provide a statement providing a full and complete disclosure of:

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

Bidders must advise the Buyer of any change in the foregoing throughout the Bidding Period and Term. HRCE reserves the absolute right to eliminate any Proposal or terminate any resulting Contract for failure to disclose the information required in this Section.

2.8 Place and Time for Proposal Submission

The Halifax Regional Centre for Education (HRCE) will receive offers in the form of a **two-file proposal** from proponents which is signed and electronically received on or before the date and time specified on the cover sheet of this document. The HRCE deems the correct time to be the time indicated on the email receipt date and time. The email address to submit submissions and amendments is hrcetenders@hrce.ca. Both files should be submitted in Adobe (.pdf) format. If the electronic submission is larger than 20mb, proponents have the option of sharing files from google drive to hrcetenders@gnspe.ca. If you encounter difficulties kindly contact the HRCE purchasing team for further clarification.

Proponents are to submit completed REQUEST FOR STANDING OFFER(RFSO) documents via electronic mail. The technical submission electronic file should be named "**Technical Submission_4217_Proponent Name**". The second file (Price Submission) should be named "**Price Submission_4217_Proponent Name**". **There must be no reference to the bid price within the technical submission.**

Faxed Bid Submissions **will not** be accepted nor will regular mail or hand delivery submissions.

2.9 Communications during Bidding Period

Questions, clarification or information regarding the RFSO process or the Project Scope **must** be directed exclusively to the Buyer specified above and **must** be in writing to dwalpola@hrce.ca. The Buyer may direct such questions, clarification or information of a technical or business nature to other HRCE employees or consultants, in which event the Bidder shall copy the Buyer on all such further questions, clarifications or information posed to the designated HRCE employee or consultant. Failure to comply with this requirement may result in disqualification of a Proposal.

Should any discrepancies, omissions, ambiguities, or other conflicts in the RFSO document be found, the Bidder shall bring the matter to the attention of the Buyer, at least five (5) days prior to the Close Date. HRCE may, in its sole discretion, determine that such information should result in a revision to this RFSO, in which event Section 2.11 below shall apply. Additionally, in order for the HRCE to deal effectively with any Bidder concern or question, such concern or question should be communicated to the HRCE at least five (5) days prior to the Close Date. A response to the questions will be addressed through an addendum which will be posted on the HRCE website.

2.10 Evaluation of Proposals

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

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

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

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

The opening of Proposals will be closed to the public.

EVALUATION CRITERIA		SCORE
Technical Submission	<p>Service Ability, Qualifications, Experience & Customer Service of the Proponent in an Education setting:</p> <ul style="list-style-type: none"> • Ability to provide a reliable service to the schools/offices at the HRCE. • Experience, Qualifications and Capabilities of Proponent to service the HRCE. • Demonstrated expertise in a similar environment • Demonstrated high levels of customer service <p>Account Management:</p> <ul style="list-style-type: none"> • Dedicated Account Rep for Customer Service and Payments (invoicing) • Willingness to meet periodically for review of the account – identifying products ordered within contract and on catalogue. • Willingness to align and submit invoicing to meet the HRCE's requirements. • Associated Time to prepare Reports on the HRCE's various requirements <p>Alternate Products for Approvals:</p> <ul style="list-style-type: none"> • If the exact product is not available, a substitute can be recommended which is for equal or greater product quality. Approval will be at the sole discretion of the HRCE. A substitute request must be submitted to the procurement contact of this RFSO, 5 days prior to the closing of the competition. 	15%
	<p>Competitive Delivery Lead Times and Product Availability</p> <ul style="list-style-type: none"> • Delivery Leadtime within a competitive time frame • Shipping Term should be Free on Board (FOB) • Specify any minimum order values (MOQs) or Freight Costs, if any • Adaptability to cater to HRCE's Special Programs identified in the Scope of Work: Refer Section 9.0 • Product Availability and Ability to hold stock for high demand items – for standard Art Supply deliveries and the Special Programs. 	15%

	<ul style="list-style-type: none"> Distance of Warehouse/Distribution Centres to the client address. Describe your warehouse capacity and how it would mee the overall requirements of the HRCE. Confirmation that No Back Orders will be shipped. Discount % offered for non-tendered products Specify company website and the Customer Service Hotline Proponent Ability to facilitate on-line ordering: Could your website restrict users to purchase Contracted items, only? Can value thresholds (maximum expense amounts) be set based on policy requirements? 	
	<p>Process for Rejected and Damaged Goods, Warranty:</p> <ul style="list-style-type: none"> Immediate defective product replacement Process for Damaged or Defective Goods and approximate timeline for Replacements Specify period to report on the identified damaged goods Re-stocking process and time-lines Warranty period and coverage for products offered 	<p>5%</p>
	<ul style="list-style-type: none"> References: Include 3 Reference Letters from Clients (or Reference Contact Details) in similar projects within the last 5 years, detailing the Project Scope, Client's overall satisfaction of your firm's performance in on time - product delivery, customer service and product availability. <i>It is preferred that a reference letter from the client is submitted. The reference may be contacted based on the need. Kindly inform the reference to respond promptly to either a call or email, where applicable.</i> 	<p>5%</p>

<p>Pricing Submission</p>	<p>Price Structure:</p> <ul style="list-style-type: none"> • The total product listing has been divided into Core & Non Core Items • Core items identified in Schedule A – Price Form will be part of the price evaluation • Units of Measurement to match that which is indicated in the price form. • For color-wise items, unique vendor codes should be proposed. • Prices to remain firm for a 2-year period from the start of the term. • Potential increases for the optional 3 years to be clearly stated in the proposal where possible • Proposed rate increases should be within a reasonable limit such as within the CPI for further consideration. • Increase in price due to inflation, exchange rate fluctuations, etc. to be clearly communicated to HRCE-Purchasing and agreed upon before adjustment. 	<p>60%</p>
<p>TOTAL SCORE</p>		<p>100%</p>

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 scored further to the technical criteria listed in the chart above. The Proposal Response should follow the same Sequence as listed in Section 2.10.**
3. Reference Section 4.0, The Specific Response.
4. Only Technical Submissions with a score of **26.00 or greater** of the maximum possible technical score will have the Pricing submissions opened.

Pricing Submission

Pricing shall be in accordance with the evaluation criteria established in section 2.10.

As this is a standing offer, the usage of this service cannot be determined at the time of award. The unit rates of the successful vendor will not be disclosed.

Price submissions will be evaluated based on the number of items the proponent provides pricing for.

The **Core Items** identified in Schedule A will be evaluated according to the price formula provided below.

The **Non-Core items** may not be part of the price evaluation but **WILL** be included in the Art Supplies standing offer contract with the HRCE

The proponent Must be willing to include all products listed as Core and Non-Core in the standing offer contract.

If a proponent does not provide pricing for **the vast majority of the core items** requested or **does not provide an acceptable alternate**, points may be deducted.

Product Range and Deductions:

Definition	Range %	Range of items	Evaluation Result
Vast Majority of Products	80 to 100%	175-219	No deduction
Most Products	60 to 79%	131-174	5 Points May be Deducted
Some Products	40 to 59%	87-173	10 Points May Deducted
Low number of Products	Less than 40%	86 or less	Disqualified

Pricing Formula

Upon determining the total price for the **core items**, the below formula will be applied.

$$\text{Formula: Price Score} = \% \text{ value of score} \times \frac{\text{Low bid}}{\text{Your bid}}$$

In this method, proponents will be awarded points based on how close their **Total price** is to the **Total of the Lowest Price**. The pricing from each submission will be calculated and weighted as a fraction closest to low bid.

After the score for the price submission has been determined, any deduction identified may be applied.

The final score of the price will be determined at this stage.

Pricing Must be submitted as a separate file.

Schedule A Must not be modified (no addition or deletion of rows)

The HRCE 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.

Total RFSO Score

The total RFSO score will be determined by adding a proponent's Technical Score to their Pricing Score. This combined score will be used to identify the successful proponent.

2.11 Revisions

Should HRCE determine in its sole discretion to revise any part of this RFSO prior to the Close Date, the revisions will be provided in writing to all Bidders through the issuance of an addendum. Proponents must notify Don Walpola, Buyer, by email to dwalpola@hrce.ca no less than five (5) working days before the RFSO closing on any questions, errors or ambiguities found in the contract documents. HRCE may also, in its sole discretion, extend the Close Date to an alternate date of its choosing to allow all Bidders to consider and respond to a revision, and will advise all Bidders of such in writing. Addenda will be issued no less than three (3) business days before the RFSO closing date and time will form part of the contract documents. It is the sole responsibility of the Bidder, prior to the Close Date, to ensure they have received all revisions pertaining to the RFSO.

Once provided to HRCE, the Proposal is irrevocable and may not be unilaterally amended by the Bidder.

2.12 Extensions Requested by Bidder

Extensions to the Close Date will only be considered if requested by a Bidder no less than seventy-two (72) hours prior to the Close Date. An extension may only be granted by the HRCE Buyer with sole discretion and may be granted to all Bidders as a result of such request.

2.13 Non-Compliance Identified

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

2.14 Return of Proposal

A Proposal, accompanying materials and any revisions or amendments thereto which are submitted by the Bidder are the property of HRCE and will not be returned.

2.15 Release of Bidder Information

HRCE reserves the right to publish the names of responding Bidders and any summary cost information deemed appropriate.

2.16 Liability for Errors

HRCE or its agents shall not be held liable or accountable for any error or omission in any part of this RFSO or response to any questions of Bidders, and the Bidder hereby releases HRCE and its Trustees, employees and agents from any such liability whatsoever.

2.17 Preparation Costs

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

2.18 Consortium Bids

In the case of consortium bids, all organizations comprising the consortium **must** be identified. The business relationship and responsibility of each Bidder 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 Bidder **must** be designated and assume responsibility and liability for the acts and omissions of all consortia 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.

2.19 Subcontracted Work

The Bidder is considered an independent contractor to HRCE in the performance of its obligations. Should the Bidder intend to subcontract any part of the Project Scope, including through a consortium as contemplated in Section 2.18 above, it **must** so specify the equipment or services to be subcontracted and list the name and address of proposed Subcontractors. Unless otherwise expressly approved by HRCE in writing, Bidder shall perform the Project Scope itself without the use of Subcontractors. The Bidder 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 Subcontractors whatsoever.

2.20 Right to Contact and Visit Clients of Bidders

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

2.21 Proposal Pricing

Pricing shall be in Canadian Dollars. Prices included in the Proposal shall be DDP. Destination to the designated Site(s) within the Halifax Regional Municipality, Nova Scotia unless clearly stated otherwise. Discounts offered for early payment **must** be clearly stated. **Pricing shall be in accordance with the evaluation criteria established in section 2.10. Pricing Must be submitted as a separate file.**

Due to **unavoidable circumstances** such as a product discontinuation, global supply shortage, etc which results in a contract change (price or other) within the initial term, the change **must** be communicated to the HRCE Buyer by email to dwalpola@hrce.ca for further consideration.

Contract Changes which include price revisions, during the optional extension years, **must** be communicated and agreed upon in writing by both the HRCE and the proponent before taking effect.

If required and if **mutually agreed** between the HRCE and the Successful Proponent, the proponent should be willing to include additional items to the contract at the end of the initial term or at the end of an optional year. The amendment will be formalized and signed through a contract amendment.

2.22 Hardware Proposal and Specification

Proposals **must** specifically list in detail the necessary hardware specifications for all equipment required for the proposed system, if such is not detailed in the Project Scope. Pricing for the hardware and software must be included in the Proposal, as separate components, HRCE reserves the right to purchase equipment from other sources at its sole discretion.

2.23 Proposal Validity

To enable HRCE to complete its approval processes, Proposals submitted **must** remain valid for a period of not less than one hundred eighty (180) days. Acceptable system solutions **must** be proven and be operating without defect in at least one (1) major customer site to be considered.

2.24 Bidder Debriefing

HRCE will, at its discretion, arrange a debriefing for the purpose of informing a Bidder why its Proposal was not selected. Debriefings will be restricted to the Bidder's submission and not the process in general. Debriefings should be requested within thirty (30) calendar days of notice of RFSO award.

2.25 Best and Final Offer

HRCE reserves the right, in its sole discretion, to request short-listed Bidders to enter into a "best and final offer" process. If employed, this process will be conducted under the following terms:

- a) Bidders will be selected from the short-list process to prepare a "best and final offer";
- b) each Bidder will be provided a two (2) week period to confirm assumptions under which their Proposals were developed (i.e., conduct reasonable further due diligence), prepare revisions to their Proposals, and provide more specific and detailed Proposals on particular subjects and topics as may be identified by HRCE;
- c) during this two (2) week period, the Bidders will be requested to develop a work plan, in addition to that work done in Proposal preparation. Bidders may work with HRCE on a real problem (e.g., developing the transition plan to the Bidder's provision of the services). This will provide HRCE another opportunity to test the skills and management fit of the Bidder;
- d) following Bidder presentations of final Proposals, the evaluation and selection of the preferred Bidder will be made. Any modifications to approaches, prices or commitments contained in the original Proposals on the short-list presentations **must** be clearly identified and justified on the basis of new or additional information secured during this process; and
- e) final determination and award to the preferred Vendor shall be at HRCE's sole discretion notwithstanding the "best and final offer" process.

3.0 THE CONTRACT

3.1 Binding Effect of Proposal and Contract Finalization

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

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

3.2 Right to Negotiate

HRCE may, in its sole discretion:

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

3.3 Contract Documents

3.3.1 The attached SAMPLE form of contract (Schedule 3) is a version that shall be issued to or executed by the successful bidder pursuant to the terms and conditions of this RFSO. It is not to be executed and returned by the bidder as part of its (proposal or Tender response).

3.3.2 The Contract the Vendor will have with the HRCE, if awarded, will include:

- a) such further documentation as may be negotiated and executed by the HRCE and the Vendor pursuant to Section 3.2(b); and
- b) this RFSO and all of its Schedules, including without limitation any PO issued by HRCE to the Vendor, 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 HRCE of any additional or formal documents prepared by the HRCE.

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

3.4 Term of the Contract

Unless otherwise specified in any subsequent documentation, the length of the Contract will be for a two (2) year period (25 months), commencing on approximately **01, April 2024** and will be effective until **30, April 2026** with the option to renew for three (3) one (1) year contract extensions, exercisable by HRCE in writing, in its discretion (the "**Term**"). Pricing shall remain firm for the duration of the term and any increases to pricing thereafter must be specified in the Proposal.

Contract Changes which include price revisions, during the optional extension years, **must** be communicated and agreed upon in writing by both the HRCE and the proponent before taking effect.

If required and if **mutually agreed** between the HRCE and the Successful Proponent, the proponent should be willing to include additional items to the contract at the end of the initial term or at the end of an optional year. The amendment will be formalized and signed through a contract amendment.

3.5 Governing Law

This RFSO 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 rules that may apply therein. Bidder hereby attorns to the exclusive jurisdiction of the courts of the Province of Nova Scotia.

4.0 THE SPECIFIC RESPONSE

The following items should be fully addressed in your Proposal:

Refer to Section 2.10 Evaluation Criteria for the Technical Submission Scoring

a) i) Service Ability, Qualifications & Experience in an Education Setting

- Describe in detail your company's Service Abilities, Qualifications and Experience in an Education/Similar Setting to service the HRCE Schools.
- Provide examples and details where your company demonstrated high levels of customer service

ii) Account Management

- Dedicated Account Rep is required to manage the HRCE school inquiries, account setups, PO delivery status updates, etc.
- Describe in detail the willingness to review the HRCE purchases within and outside the contract on a periodic basis, the adaptability of your organization to cater to HRCE's invoicing requirements and the timelines to prepare reports for the HRCE.

iii) Alternate Approvals as indicated in section 2.10.

b) Competitive Delivery Lead times and Product Availability

- Provide a competitive Delivery Leadtime from PO receipt to delivery at the school location. Shipping Terms should be FOB for the contracted products.
If there're any costs related to minimum order quantities or freight, please indicate in detail.
- Provide confirmation that **No Back Orders** will be shipped.
Back order quantities must be communicated to the HRCE and the schools immediately.
Please explain how this would be managed.
It's preferred to have one invoice per PO as back orders will not be accepted.
If goods are being shipped from multiple locations, please explain the process on the distribution of invoices, the timelines of the invoice/s issuance and how it would impact the overall process.
- Describe how your company will monitor the demand of the high purchase items at the HRCE and how consistent supply of these products will be maintained. It is recommended that the company has the capability to maintain stocks for these products.

Special Programs: Apart from the standard delivery of Art Supplies, there are special programs such as the pre-primary and the excel program which the HRCE requires Arts supplies to be delivered as part of this contract. Please describe how your organization can hold and maintain stock to cater to this requirement. More details on the special program can be found in Section 9.0 Scope of Work.

Describe if the goods will be dispatched by a single or multiple dispatch centres. How would this impact the delivery timelines and the invoicing. Specify the distance from the warehouse to the client specific delivery locations. (HRCE Schools/offices)

- If required, could your company provide an on-line ordering platform to the HRCE?
Could your website restrict users to purchase contracted items only?
Could a value limit be set on your website to align with the HRCE's policy thresholds?
Please describe in detail. The value thresholds for the user accounts will be determined by the HRCE.
- What is the catalogue discount (%) offered for the non-contract items? If there're minimum order values or freight charges, please specify.
- Provide the company website and the client hotline number.

c) Reporting, Warranty and Process for Rejected Goods

- Describe in detail the process involved for damaged, rejected goods. What is the timeline to receive a replacement PO? Specify the period to report a defective good and to which contact number or email address.
- Describe your restocking process and associated timelines.
- What is the warranty period provided for the products under contract?
- If there is a cost associated in the return process for both contract & non contract items, please specify the costs.

d) References

Include 3 Reference Letters from Clients (or Reference Contact Details) in similar projects within the last 5 years, detailing the Project Scope, Client’s overall satisfaction of your company’s performance in relation to on-time product delivery, customer service and product availability.

It is preferred that a reference letter from the client is submitted. The reference may be contacted based on the need. Kindly inform the reference to respond promptly to either a call or email, where applicable.

e) Unique Logistics

Completely describe how your Proposal will respond to the unique logistics of each school or administrative site as set out in the Project Scope and fully describe, in the same manner, all items of equipment, service, and support you will provide to respond to those logistics and all pricing and other matters relating to them.

f) Certification

Include a certificate of insurance with the required coverages as specified in section 10.0, certificate of good standing from the Nova Scotia Workers' Compensation Board and include an issued or interim Certificate of Recognition (COR) from Nova Scotia Occupational Health and Safety or equivalent certification where applicable.

g) 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 HRCE’s acceptance of your Proposal.

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

h) Signature Form

The final item of your Proposal **must** include the following signature form:

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. The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this RFSO and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

Company Authorized Signature

Date, Name and Title (Please Type)

5.0 HRCE DISCRETION

The Bidder hereby acknowledges that:

- a) HRCE shall have the right to reject any or all Proposals for any reason, or to accept any Proposal which HRCE in its sole, unrestricted discretion, deems most advantageous to it. The lowest, or any, Proposal will not necessarily be accepted and HRCE shall have the unrestricted right to:
 - i) accept any Proposal, and in the event it only receives informal, non-conforming or qualified Proposals with respect to this RFSO, accept any such Proposal; or
 - ii) accept a Proposal that is not the lowest price; or
 - iii) reject a Proposal that is the lowest price even if it is the only Proposal received;

- b) HRCE reserves the right to consider, during the evaluation of Proposals:
 - i) information provided in the Proposal itself;
 - ii) information received in response to enquiries of credit and industry references set out in the Proposal;
 - iii) the manner in which the Bidder provides services to others;
 - iv) the experience and qualification of the Bidder;
 - v) the compliance of the Bidder to HRCE's requirements and specifications;
 - vi) such alternate goods, services, terms or conditions that may be offered, whether such offer is contained in a Proposal or otherwise,
 - vii) splitting the RFSO and Project Scope into multiple parts and accepting Proposals (or portions thereof) from more than one Bidder;
 - viii) rejecting Bidder's recommendation of an appraiser, Subcontractor or any other third party associated with the Proposal and jointly along with the Bidder, determine alternate acceptable third parties;
 - ix) the Bidder's Innovative Proposal, if any; and
 - x) any other consideration in HRCE's discretion;

- c) HRCE may rely upon the criteria it deems relevant, even if such criteria has not been disclosed to Bidder. By submitting a Proposal, the Bidder acknowledges the HRCE's rights under this Section and absolutely waives any right or cause of action against HRCE and its employees, agents or Trustees by reason of HRCE's failure to accept the Proposal submitted by the Bidder, whether such right or cause of action arises in contract, tort including negligence or otherwise; and

- d) HRCE shall not at any time have any obligation to deal exclusively with the Bidder. HRCE expressly reserves its rights, in its sole discretion, to seek a Proposal regarding the subject matter hereof, from any person whomsoever and at any time.

- e) HRCE reserves the right to award the contract to one or more service providers who submit proposals for this competition.

6.0 LIMITATION OF LIABILITY

Bidder, by submitting a Proposal to this RFSO, agrees that it will not claim damages, costs or expenses for whatever reason, relating in any way to this RFSO 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 HRCE whatsoever, whether for costs, damages or expenses incurred by Bidder in preparing its Proposal, in participating in this RFSO process (including without limitation any subsequent discussion or negotiation, if any), loss of anticipated profit or any other matter whatsoever related to this RFSO and any resulting process, discussions or negotiations.

7.0 BID REJECTION

The HRCE shall not accept any bids to this RFSO from any Contractor that has existing or pending litigation proceedings against the HRCE, its employees, or agents or from any other Contractor that has an ongoing dispute regarding a past or existing contract, bid or RFSO with the HRCE, its employees or agents.

8.0 BILLING/PAYMENT INFORMATION

HRCE pays Net 30 days from date of invoice.

Invoices shall be submitted by the Service Provider to:

Halifax Regional Centre for Education, Accounts Payable

by email only to: accountspayable@hrce.ca

Please remember to quote the Purchase Order number on all documentation.

In order to maximize efficiencies as well as to be more environmentally friendly, vendor payments are now being paid via EFT (Electronic Funds Transfer) direct deposit to vendor bank accounts. A vendor direct deposit form can be requested by the accounts payable department upon contract award.

9.0 SCOPE OF WORK

The purpose of this standing offer is to invite experienced and qualified Proponents to submit their detailed proposals for the supply of **Art supplies** to satisfy the requirements of the HRCE for the services set out in this RFSO (“**Proposal**”). Please refer **Section 2.10** Evaluation Criteria and **Section 4.0** of this RFSO.

Apart from the standard delivery of Art Supplies to the HRCE, there are two special programs which require being catered to, through this RFSO. A description of each program and deliverables are listed below. The scope provided for the special programs is subject to change based on the HRCE’s requirements.

Pre-Primary Program:

POs will be placed by the end of June and the POs **MUST** be delivered in full on or before the 1st of September. POs will be placed in June and if required in January of each year.

There will be approximately 155 POs to be processed and delivered to each school address, identified in the PO. The vendor must have capacity to maintain product availability to ensure the products are shipped on time. As certain schools may have multiple Pre-Primary classrooms, the shipment boxes/labels must indicate the delivery is for the Pre-Primary program and the relevant Room number. This will be reflected in each HRCE PO in the shipping address field.

*Products required for the Pre-Primary and Excel Program have been identified in “**Column F – Remarks**” of the Price Form. The estimated quantity for these products are not exclusive to the special programs.*

Excel Program:

POs will be placed by the end of June and the POs **MUST** be delivered in full on or before the 1st of September. POs will be placed in June and if required in January of each year.

There’re 72 excel sites within the HRCE and the program ranges from 24-120 students.

The POs will include all required details to be included on the shipping labels.

The POs **MUST** be delivered to the respective school site addresses.

As indicated in Section 2.10 Evaluation Criteria, Approval for Alternates must be submitted for HRCE’s approval prior to competition close. The alternate product should be of equal quality and appropriate level of performance to the original. Approval on the substitute product will be at the sole discretion of the Halifax Regional Centre for Education.

The particular number/volume of items and other requirements of the HRCE are set out in **Schedule A**. The HRCE does not guarantee any quantity or dollar amount during the term of this standing offer which is on an “as required” basis.

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

The successful vendor must also be willing to enter into a Standing Offer with the Broader Public Sector for Art Supplies at the tendered rates and at the same terms and conditions of this RFSO, if required. This includes but not limited to other Regional Centres for Education and CSAP.

10.0 RISK MANAGEMENT AND SAFETY

A. INDEMNIFICATION AND INSURANCE

1. Indemnity and Waiver:

Vendor shall be liable to HRCE for and shall indemnify and save harmless HRCE 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 HRCE 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 Vendor or its employees, agents and subcontractors;
- (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 HRCE's property;
- (d) those made under workers' compensation legislation;
- (e) those legal costs and fines resulting from the failure of Vendor, its employees, agents or subcontractors to comply with any applicable laws, regulations, by-laws, rules or orders of any government, authority or body having jurisdiction, whether identified in this Contract or applicable by-law;
- (f) those resulting from the release, discharge, seepage or other escape of any substance including chemicals, hazardous or toxic materials, substances, pollutants, contaminants or wastes, whether liquid, gaseous or of any other nature or for any breach of any applicable environmental legislation;
- (g) those resulting from any labourers', materialmen's, or mechanics' liens arising from or relating to the performance of the Contract;
- (h) those brought for actual, alleged, direct or contributory infringement of any patent, trademark, 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 HRCE.

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 Vendor or otherwise. Vendor shall make no claim or demand against HRCE for any injury (including death), claim, expense, loss or damage to property suffered or sustained by Vendor 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 Vendor, and hereby waives as against HRCE all such claims and demands.

The foregoing indemnity and waiver given by Vendor shall not apply to the extent of HRCE's own negligence. The onus of establishing that HRCE was negligent shall be upon Vendor. HRCE 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 Vendor.

For the purposes of this Section, any reference to "HRCE" shall include HRCE, together with the employees, directors, officers, regional executive directors, trustees, representatives and agents of HRCE; and any reference to "Vendor" shall include Vendor's directors, officers, employees, affiliates,

representatives, agents and subcontractors.

For the purposes of this Section, any reference to "HRCE" shall include HRCE, together with the employees, directors, officers, regional executive directors, trustees, representatives and agents of HRCE; and any reference to "Vendor" shall include Vendor's directors, officers, employees, affiliates, representatives, agents and subcontractors.

2. Insurance:

Vendor shall, at its own expense, obtain and maintain during the term of this Contract, in a form and with an insurance company satisfactory to HRCE, policies of:

- (a) Commercial General Liability insurance with a limit of not less than Five Million Dollars (\$5,000,000) for any one loss or occurrence and in the aggregate with respect to bodily injury, personal injury and property damage, including loss of use thereof, which policy shall by its wording or by endorsement:
 - (i) include HRCE, its officers, directors, employees, agents and trustees as an additional insured with respect to the obligations assumed by Vendor under this Contract;
 - (ii) provide that, in relation to the interests of each additional insured, the Insurance shall not be invalidated by an action or inaction any other person other than the respective additional insured;
 - (iii) include a "cross liability" clause which shall have the effect of insuring each entity named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each;
 - (iv) extend to cover blanket contractual liability, including the insurable liabilities assumed by Vendor under this Contract;
 - (v) extend to cover products and completed operations; such products and completed operations coverage, whether by specific policy endorsement respecting the services or by renewal of any annual practice policy, shall be kept in force during the supply of services and for a further period of 24 months following completion of supply of the services;
 - (vi) extend to cover non-owned auto liability coverage; and
 - (vii) not exclude any existing property of HRCE, but shall treat same as "third party property".
- (b) Employer's Liability Coverage which shall not be less than \$5,000,000 for each employee where Workers' Compensation coverage does not exist or the profession/trade has been indicated to be exempted from Workers' Compensation coverage.
- (c) Automobile public liability and property damage insurance in an amount not less than Five Million Dollars (\$5,000,000) all inclusive covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by the Vendor and used in connection with this Contract; and
- (d) Property "All Risks" insurance covering Vendor's owned property, including Vendor's equipment, where applicable, and property of others in the care, custody, or control of Vendor or for which the Vendor has assumed liability, all including while in transit or storage, on a replacement cost basis. With respect to any property of HRCE, such policy shall contain a loss payee clause in favour of HRCE;

(collectively, the "Insurance").

- (e) Upon award, The Halifax Regional Centre for Education **MUST** be named as “additionally insured” pertaining to the work for this project. The successful proponent shall secure and maintain the insurance as noted above at its expense during the term of the contract.

Vendor shall ensure that the above Insurance policies:

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

Vendor shall, before any services are performed, provide HRCE with a copy of the certificates of insurance and, if requested by HRCE, the insurance policies evidencing all the coverage stipulated above, and HRCE 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 HRCE to terminate the contract or at the HRCE’s option, to supply such insurance and charge the cost to vendor. The HRCE may require vendor to have the HRCE added as an insured party to the insurance policy and/or require vendor to furnish a certified copy of the policy for such insurance.

Vendor 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. Vendor shall be responsible for any deductible and excluded loss under the Insurance.

Vendor shall cause all subcontractors performing services to obtain and maintain the Insurance policies required by this Section.

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

B. COMPLIANCE WITH LEGISLATION AND REGULATIONS

1. Compliance

Vendor shall comply with and shall ensure all of its agents, employees and subcontractors comply with all applicable laws and regulations, including all safety, health and environmental requirements pursuant to any government permit, license, or authorization. Vendor shall at its cost obtain all permits and licenses required by any governing authority in order to enable Vendor to provide its goods and services and otherwise perform its obligations under the Contract.

2. Labour Code

Vendor 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

Vendor 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 Vendor shall submit, at any time requested by the HRCE, a letter from the Workers' Compensation Board (Nova Scotia) stating that Vendor has an account in good standing with the Worker's Compensation Board.
- (b) the Vendor 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 Vendor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRCE 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

Vendor 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

Vendor shall be solely responsible for ensuring the safety and health of its agents, employees and subcontractors and for ensuring that its activities do not compromise the safety of HRCE's operations. Vendor shall provide to its agents, employees and subcontractors, 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 subcontractors 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 HRCE's safety standards provided to Vendor from time to time.

2. Site Protection and Safety

The Vendor shall protect the HRCE's property, staff and students, the Vendor's staff and the public, from damage or injury by providing adequate precautions to make the school site a safe environment at all times.

Every project, including all routine work requests, shall be assessed by appropriate personnel for potential contaminant risk and communicated to the HRCE. Asbestos abatement and removal must be expressly approved by HRCE prior to commencement of work.

D. VENDOR EVALUATION

1. Audit

The HRCE reserves the right to audit Vendors and their subcontractor's health and safety performances during the term of the Contract and upon its conclusion.

2. Evaluation

The HRCE reserves the right to evaluate the performance of the Vendor and such evaluation will be based upon accident/injury data and adherence to this Schedule "B", the HRCE health and safety policies, applicable legislation, and periodic inspections and reports from HRCE employees. Information collected as part of such evaluations may be used for future reference.

E. HRCE REMEDIES FOR VENDOR NON-COMPLIANCE

1. Emergency Work Stoppage

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

2. Termination for Non-Compliance

HRCE may terminate this Contract for non-compliance with health, safety, environmental and other applicable legislation and good industry practice on the part of the Vendor or any subcontractor of the Vendor, as constituting a material breach of this Contract. In addition, the HRCE reserves the right to stop the work of the Vendor in the event of Vendor'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 Vendor. Work shall not resume until the Vendor rectifies the reason for non-compliance, to HRCE's satisfaction.

3. Non-Exclusive Remedies

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

APPENDIX A
SAMPLE FORM OF CONTRACT – DO NOT COMPLETE
(DO NOT RETURN WITH YOUR PROPOSAL)

THIS AGREEMENT made the day of A.D. 2023.

BETWEEN:

THE HALIFAX REGIONAL CENTRE FOR EDUCATION
(the "HRCE")

OF THE FIRST PART

- and -

(the "Contractor")

OF THE SECOND PART

RECITALS

WHEREAS the HRCE has analyzed its needs and requirements for

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

AND WHEREAS the HRCE submitted the "RFSO or Tender" to a number of companies capable of providing.

AND WHEREAS XXXXXXX provided a detailed response to the RFSO or Tender # XXXX (the "Response"), a copy of which is incorporated and forms part of this agreement and is identified as Schedule "B" hereto.

AND WHEREAS XXXXXXX 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 Contractor for the HRCE are outlined in the Scope of Work, Schedule A – Functional Requirements, and Schedule B, Technical Requirements, of REQUEST FOR STANDING OFFER(RFSO) or Tender XXXX, a copy of which is attached to this Agreement as Appendix A.
- 1.1 The services outlined in Schedule “1” 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 the XX day of MONTH and shall continue until the xx day of MONTH, 20XX unless terminated or renewed in accordance with the terms of this Agreement.

SATISFACTORY PERFORMANCE

- 3.0 The Contractor agrees to satisfactorily perform the services described in this Agreement and to provide such written reports on the services performed as may be required by the 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 will be submitted by the Contractor to the Halifax Regional Centre for Education, via email to accountspayable@hrce.ca on a monthly basis.

The HRCE is to be advised of past due amounts in a timely manner, with monthly statements being emailed to accountspayable@hrce.ca as issued.
- 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

- 5.0 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, then 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. The Contractor is required to provide identification of its harmonized sales tax registration number on their invoice as well as the total amount of HST being charged on their invoice.
- 9.2 In the event that the Contractor does not invoice the HRCE for HST, the Contractor shall indicate on the invoice the basis upon which the Contractor is exempt from the obligation to collect and remit 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 \$5,000,000.00, insuring against bodily injury, personal injury and property damage, including loss of use of such property.
- 10.1 Such insurance shall include blanket contractual liability.
- 10.2 Evidence of such insurance in a form acceptable to the HRCE shall be provided to the HRCE prior to the date of the commencement of this Agreement.
- 10.3 In the event of default on the part of the Contractor to provide the above mentioned insurance prior to the commencement of the term of this Agreement, then the Contractor shall be liable to the HRCE, and shall indemnify and save harmless the HRCE for any costs that may be incurred as identified under article 11 of this contract.

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 the 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 submitted electronically to such other party as follows:

To the HRCE at:

To the Contractor 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.

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

<p>HALIFAX REGIONAL CENTRE FOR EDUCATION</p> <p>_____</p> <p>Signing Authority Name</p> <p>_____</p> <p>Date</p> <p>_____</p> <p>Witness</p>
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CONTRACT SCHEDULE "1"

HRCE RFSO DOCUMENT – ATTACHED

CONTRACT SCHEDULE "2"

CONTRACTOR'S RESPONSE TO RFSO – ATTACHED

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 RFSO process and for any clarifications or communication that might be necessary.

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

I/WE, the undersigned, having carefully examined the **RFSO #4217 ART SUPPLIES** 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 #4217 ART SUPPLIES 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 *Art Supplies rates* for a period of 2 years.

Company Name

Authorized Signature

Date

Name and Title (Please Type)

The Proposal MUST follow the two-file submission method.

- 1. Technical submission should be a searchable PDF document. The Price MUST NOT be referenced in the Technical Submission.**
- 2. Price Submission should be a separate file.**

1.0 TECHNICAL SUBMISSION

Refer Section **2.10 Evaluation Criteria & Section 4.0 Specific Response** in the RFSO Package to prepare the Technical Submission.

The Technical Submission will be **scored on the criteria listed in Section 2.10** and should include but not limited to the following:

1. Service Ability, Qualifications, Experience of Proponent.
2. Account Management abilities of Proponent.
3. Prior approvals of Alternates – Details and Approvals received from the HRCE.
4. Competitive Delivery Lead times & Product Availability
5. **Adaptability to the Special Program Requirements: Pre primary and Excel**
6. Process for Rejected and Damaged Goods, Warranty & Reporting
7. Reference Letters

2.0 PRICE SUBMISSION

Pricing Form - Refer the **Schedule A Spread Sheet** to provide the required price, downloadable from the HRCE Website's tender page.

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. The undersigned also acknowledges receipt and understanding of, and has taken into consideration all information presented in, this RFSO and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

SIGNATURE:

SIGNED AND SUBMITTED

CONTRACTOR[Seal]

in the presence of:

Company name

Witness

Signature of Signing Officer

Name and Title (printed)

APPENDIX C

Acknowledgement of Student Safety

HRCE is directly responsible for the safety of its students and staff. Should service providers be required to work in or on school property while children are present, it is a **mandatory HRCE requirement** that service providers 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.

The HRCE reserves the right to demand, at any time, during the full term of the project a Criminal Record Check and/or a Child Abuse Registry Check, on any personnel authorized by the Contractor to be on HRCE work/school sites.

By signing below, you are confirming that you understand and will abide by this mandatory HRCE requirement.

Company name

Witness

Signature of Signing Officer

APPENDIX D

CONTRACTOR'S CHECKLIST

The following guidelines must be adhered to and the listed documents must be enclosed with your proposal:

- Proposals to be submitted using the **Two-File Method**, the **Technical Submission** and **Price Submission** should be two separate files. The Technical Submission should be a **Searchable PDF** and the Price Submission – Schedule A must be submitted in an **Excel spread sheet** format.
- **Technical Submission** to be prepared in accordance with Section 2.10 Evaluation Criteria, Section 4.0 Specific Response, and the Scope of Work
- **Price Submission – Schedule “A” Form in EXCEL**

The following documents can be included in your technical submission:

- **Response** to the Technical Submission detailed in Section 2.10 & Section 4.0 of the RFSO
- **Appendix “B”** - Completed Proponent Information Form
- **Appendix “C”** - Completed Student Safety Form
- **Certificate of Insurance** indicating a minimum of \$5,000,000 Commercial General Liability insurance per occurrence and Commercial Auto Liability Insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence
- **Workers' Compensation Board Letter (WCB)** of Good Standing (or equivalent)
- **Certificate of Recognition (COR)** – Letter of Good Standing (or equivalent)

Within one week of RFSO award the successful contractor(s) shall provide a schedule clearly indicating timelines for implementation of this contract.