



RFT #4282

Supply and Install Gymnasium Bleachers Halifax West High School

RFT Closing Date: Tuesday, April 21, 2026
RFT Closing Time: 2:00 PM (ATL)

Ready-for-Takeover Date: Friday, August 14th, 2026

HRCE Procurement Contact:
Don Walpola, Buyer
Tel: (902) 464-2000 Ext 2223
Email: dwalpola@hrce.ca

Operations Contact:
Garnet Boutilier
Project Manager
Tel: 902-223-8549
Email: Garnet.Boutilier@hrce.ca

School Location:
Halifax West High School,
283 Thomas Raddall Dr,
Halifax, NS B3S 1R1

Mandatory Site Meeting for Bidders:
Tuesday, April 7th at 3:30 pm
Halifax West High School
Please meet at School Entrance

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

*Please take note of HRCE's **new** RFT submission email address: hrcetenders@hrce.ca*

To obtain documents, please download from the HRCE's Website:
<http://www.hrce.ca/about-hrce/financial-services/purchasing/tenders/tender-listing>

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.

The Terms and Conditions of the RFT Package, including but not limited to the Contract Type and Supplementary Conditions have been modified. It is the Proponent's Responsibility to review all sections of the RFT prior to submitting a Proposal/Bid.

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End of Section 00 00 01

SECTION 00 00 15 - DESCRIPTION OF WORK & LIST OF DRAWINGS

1. General

- 1.1 The work of this contract includes the provision of all materials, labour, and equipment necessary to complete the **Supply and Install Gymnasium Bleachers at Halifax West High School** . This includes the work noted on the drawings and specifications prepared by the **Halifax Regional Centre of Education (HRCE)**.
- 1.2 It is the intent of the Halifax Regional Centre for Education (HRCE) to have all work completed, to the point of Ready-for-Takeover, prior to **Friday, August 14th , 2026**. It is expected that a timely award of this contract will enable the Contractor to facilitate shop drawing review and ordering of materials to allow commencement of work immediately after contract execution.
- 1.3 The whole of the work shall agree in all particulars with the levels, measurements and details contained in the drawings accompanying this specification and with such other drawings or information as may from time to time be supplied by the HRCE or may be supplied by the Contractor and reviewed by the HRCE.

End of Section 00 00 15

SECTION 00 05 00 - LIST OF CONSULTANTS

Owner: Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

Don Walpola, Buyer
Office: (902) 464-2000 Ext 2223
dwalpola@hrce.ca

Consultant: Halifax Regional Centre for Education
33 Spectacle Lake Drive
Dartmouth, NS B3B 1X7

END OF SECTION 00 05 00

SECTION 00 21 13 – INFORMATION FOR PROPONENTS

Invitation:

1. Bid Call

- 1.1** The Halifax Regional Centre for Education (HRCE) will receive offers in the form of a bid 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 received 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 Procurement team for further clarification.
- 1.2** Bids received after the closing time/date will not be considered.
- 1.3** Proponents are to submit completed Request for Tender (RFT) documents by email. The electronic file should be named:
"4282 - Supply and Install Gymnasium Bleachers_Halifax West High School_ Proponent Name".
- 1.4** Bids will be opened at the time indicated on the cover sheet of this document. Effective April 1, 2014 public openings are no longer held for any Tenders or RFTs relating to goods, services or construction for the HRCE. All bid submissions are subject to evaluation after opening and before award of contract. The successful proponent and award amount will be posted on the Procurement Services website (<http://novascotia.ca/tenders/tenders/ns-tenders.aspx>) after award.
- 1.5** Amendments to the submitted offer will be permitted if received by email prior to bid closing and if endorsed by the same party or parties who signed and executed the offer.
- 1.6** Bid submissions **will not** be accepted by fax, mail, courier or hand delivery.
- 1.7** **In accordance with the Nova Scotia Government's Public Procurement Policy, the Halifax Regional Centre for Education (HRCE) reserves the right to exclude bids from jurisdictions where unfair trade barriers, such as tariffs, have been imposed, or were justified by national security or similar exceptions. This may affect bidder eligibility and the acceptance of proposals.**

2. Intent

- 2.1 The intent of this Request for Tender (RFT) is to obtain an offer to perform all work associated with **RFT# 4282 - Supply and Install Gymnasium Bleachers at Halifax West High School** for a Stipulated Price Contract in accordance with the Contract Documents.
- 2.2 Ready-for-Takeover of the project is to be achieved on or before **Friday, August 14th , 2026**.
 - 2.2.1. In the event that the contract is not awarded within ten (10) business days of closing, the Ready-for-Takeover Date will be extended by one (1) business day, for every business day that passes, until the contract has been officially awarded.
 - 2.2.2. Receipt of the award letter by the successful contractor does not constitute approval to begin work on site.
- 2.3 The HRCE does not guarantee the award of all areas, phases or any portion thereof.
- 2.4 The HRCE reserves the right to award individual areas or phases to one contractor or between multiple contractors.
- 2.5 The HRCE reserves the right to reduce the scope of work if the stipulated bid amount exceeds the budget for the relevant project.

3. Scope of work

- 3.1 Refer to Section 00 00 15 – Description of Work and List of Drawings

4. Availability

- 4.1 RFT documents can be obtained as per the directions on the cover sheet of this document.
- 4.2 RFT documents are made available only for the purpose of obtaining offers for this project. Their use does not confer a license or grant for other purposes.
- 4.3 The Halifax Regional Centre for Education is not responsible for accuracy of documents and project postings obtained from any other source.

5. Examination

- 5.1 Upon receipt of bid documents, proponents should verify that documents are complete. Proponents should notify the HRCE Procurement by email at dwalpola@hrce.ca, should the documents be incomplete, or upon finding discrepancies or omissions in the bid documents.
- 5.2 Bidders shall become fully aware of the content of all tender documents for the preparation of the Bidder's submission.
- 5.3 Bidders will be deemed to have familiarized themselves with the existing site and working conditions and all other conditions which may affect the performance of the work. No

plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.

6. Clarification and Addenda

- 6.1** Proponents must notify Don Walpola, Buyer, by email at dwalpola@hrce.ca no less than **five (5)** working days before the RFT Closing regarding any questions, omissions, errors or ambiguities found in contract documents. If HRCE considers that correction, explanation or interpretation is necessary, a reply will be produced in the form of an addendum, a copy of which will be posted on the novascotia.ca/tenders and/or the HRCE website as applicable. It is the responsibility of the Bidder to ensure all addenda are received and acknowledged.
- 6.2** Addenda will be issued no less than three (3) business days before the RFT closing date and time and will form part of the Contract Documents.
- 6.3** Verbal answers to queries are not binding. Information must be confirmed by written addenda. The HRCE and its representatives shall not be bound by or be liable for any representation or information provided verbally. Information obtained by any other source is not official and will not bind the Halifax Regional Centre for Education.
- 6.4** Proponents are to complete Tender Form (section 00 41 13) acknowledging that addenda have been received.
- 6.5** Where HRCE publishes an Addendum or Addenda modifying the terms of the RFT/RFP documents, or changing the Project or Contract Documents in any manner, HRCE shall not be liable for an expense, cost, loss, or any form of damage or damages incurred or suffered, whether directly or indirectly, by any Supplier or any other person in connection with or in any way relating to or resulting from the publication of an Addendum or Addenda, regardless of whether the publication occurs prior to or after a Supplier has submitted an RFT/RFP submission.
- 6.6** Any Addendum and all Addenda issued by HRCE shall become part of the Contract Documents, unless specifically excluded from the Contract Documents in writing published by HRCE, and shall be allowed for in determining the total contract price.

7. Product/System Options

- 7.1** Alternatives to specified products and systems will only be considered during the bidding period in the manner prescribed below.
- 7.1.1.** Where the bid documents stipulate a particular product, alternatives may be considered by the Consultant up to five (5) working days before the RFT closing date and time. Bidders must forward their written requests by email to dwalpola@hrce.ca. Requests will be forward to the appropriate person(s) for review.
- 7.2** The submission must provide sufficient information to enable the Consultant to determine acceptability of such products. Request for an alternate product/system must be accompanied with:
- 7.2.1.** information about how the request affects other work in order to accommodate each alternate;
- 7.2.2.** the dollar amount of additions to or reductions from the Price Submission, including revisions to other work.
- 7.2.3.** A later claim by the bidder for an addition to the contract price because of changes in work necessitated by use of alternates shall not be considered.
- 7.3** When a request to substitute a product is made and pursuant to consultation with the Consultant, HRCE may approve or disapprove the substitution. The bidder making the request will be notified of the HRCE's decision and if the alternate is approved, the HRCE will issue an addendum.
- 7.4** Alternates must be submitted in the above manner; otherwise, they will not be accepted.

8. Mandatory Bidders' Site Meeting (Site Assessment)

- 8.1** Bidders will be deemed to have familiarized themselves with the existing project site, working conditions and all other conditions which may affect performance of the Contract. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time.
- 8.1.1.** A mandatory bidders' site meeting has been scheduled as per the information on the cover sheet of this document. All bidders are required to attend. Representatives of HRCE and the Halifax West High will be in attendance.
- 8.1.2.** Bidders must register their presence with the HRCE stating the name of the contractor they represent. Failure to attend and register will lead to non-acceptance of the bid by HRCE. HRCE recommends that interested bidders ensure

that their proposed subcontractors are in attendance at the mandatory site meeting.

9. Bidders Registration

- 9.1** The successful contractor and sub-contractors must comply with the Nova Scotia Corporations Registration Act and/or Partnerships and Business Name Registration Act, or equivalent, before a contract is awarded.

10. Qualifications (Subcontractors/Other Tradespersons/Individuals)

- 10.1** Bidders are fully responsible to the HRCE for the acts/omissions of subcontractors and of persons directly or indirectly employed or retained by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the HRCE. Subcontracting the contract shall not relieve the Bidder from any contractual obligations.
- 10.2** Bidders must provide subcontractors with a copy of the RFT documents making subcontractors aware that the HRCE is not responsible for any payments to subcontractors, and that all actions, directions or claims are solely between the bidder and the subcontractor.
- 10.3** The Contract, or any portion thereof, shall not be assigned nor sub-contracted without the prior written approval of HRCE, which approval may be withheld in the HRCE's sole discretion. When sub-contracting, successful bidder(s) must be prepared, if requested, to provide copies of billings from subcontractors.
- 10.4** Successful bidder(s) shall only use additional subcontractors during the course of the contract with the prior written approval of the HRCE.
- 10.5** The successful bidder(s) shall not re-assign the role of Project Manager to another individual other than the proposed Project Manager as indicated in the technical submission, without prior written approval from the HRCE.
- 10.6** The successful bidder(s) shall at all times enforce strict discipline and good order among their employees and subcontractors and shall avoid any unfit person or any person not skilled in the work assigned to the employee.
- 10.7** HRCE reserves the right to reject a proposed sub-contractor for a reasonable cause.

11. Bid Submission

- 11.1 The email subject line or body must identify the name of the proponent/company and the RFT name and number.
- 11.2 Proponents shall be solely responsible for the delivery of their bids in the manner and time prescribed.

12. Conditions of the Request for Tender (RFT) Process

- 12.1 Proponents shall take full cognizance of content of all Contract Documents in preparation of their bid. Section 00 41 13 – Price Submission Form, Subsection 5.0 references a complete list of Contract Documents.

13. Amendment or Withdrawal of Bids

- 13.1 Bid packages may be **withdrawn** from the RFT process in writing by email notification sent to the submission email address, prior to date and time of closing.
- 13.2 As previously stated in Section 00 21 13, item 1.6 - Amendments to the submitted offer will be permitted if received by email prior to the RFT closing time and if endorsed by the same party or parties who signed and executed the offer. If the amendment relates to the price, it must be labeled “Price Amendment” along with the RFT number of the project and the company name. The price amendment file must include the signed “Price Amendment Form” (Section 00 41 73).
- 13.3 A single page Price Amendment Form is provided immediately following the Price Submission Forms (Section 00 41 73).
 - 13.3.1.1. The Price Amendment Form provided is the standard master form for submission of any price amendments for this project.
 - 13.3.1.2. The Price Amendment Form must be copied and completed, as directed, for any price amendments submitted.Price amendments shall not disclose either original or revised total price.

14. Bid Ineligibility (Reason for Rejection)

- 14.1 HRCE may reject a bid which has been received prior to the closing time where:
 - 14.1.1. The bid is not submitted on the required forms (Section 00 41 13) included herein.
 - 14.1.2. The bid is submitted by facsimile or regular mail or hand delivery.
 - 14.1.3. There are omissions of information that the HRCE in its sole discretion deems to be significant.
 - 14.1.4. The bid has conditions attached which are not authorized by the invitation to bid.

- 14.1.5. The bid fails to meet one or more standards specified in the invitation to bid.
- 14.1.6. All addenda have not been acknowledged.
- 14.1.7. Any other defect which, in the opinion of the HRCE brings the meaning of the bid into question.
- 14.1.8. The required bid security is not provided within the Price Submission file.
- 14.1.9. Proponent failed to attend bidders' mandatory site meeting.

15. Communications Affecting Bids

- 15.1 Transmissions, including, but not limited to facsimile transmission:
 - 15.1.1. The technical submission or price submission forms submitted by facsimile or mail delivery or hand delivery are not acceptable and will be rejected.

16. Right to Accept or Reject any Tender

- 16.1 The HRCE reserves the right to reject any bid in its sole and absolute discretion for any reason whatsoever and the HRCE will not necessarily accept the lowest bid.
- 16.2 The HRCE specifically reserves the right to reject all bids if none are considered to be satisfactory in the HRCE's sole and absolute discretion and, in that event, at its option, to call for additional bids.
- 16.3 Without limiting the generality of any other provision herein, the HRCE reserves the right to accept or reject any bid in accordance with item #14 above (Bid Ineligibility).
- 16.4 Notwithstanding the above, the HRCE shall be entitled, in its sole and absolute discretion, to waive any irregularity, informality or non-conformance with these instructions in any bid received by the HRCE. The HRCE reserves the right to reject any or all bids, or to accept any bid, or portion thereof, deemed in its best interest.
- 16.5 In the event that more than one proponent submit bids in an identical amount, the HRCE will flip a coin to determine the successful contractor.
- 16.6 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.

17. Right to Cancel Competition/No Award

- 17.1 Issuing a RFT/RFT implies no obligation on HRCE to accept any submission, or a portion of any submission. The lowest or any RFT/RFT submission will not necessarily be accepted.
- 17.2 Without limiting the generality of the foregoing, an RFT/RFT may be cancelled in whole or in part by HRCE in its sole discretion, whether before or after the time for RFT/RFT submissions has closed, when:

- 17.2.1. the RFT/RFT submission price exceeds the funds allocated for the purchase;
 - 17.2.2. there has been a material change in the procurement requirements after the RFT/RFT has been issued;
 - 17.2.3. information has been received by HRCE after issuance of the RFT/RFT that HRCE believes has materially altered the procurement or the need of HRCE for the procurement; or
 - 17.2.4. there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
- 17.3 If no compliant RFT/RFT submission is received in response to an RFT/RFT, the HRCE reserves the right to enter into negotiations with one or more suppliers in order to complete the procurement or to reject all Bids and re-issue the RFT/RFT on new or modified RFT/RFT Documents.
- 17.4 HRCE will be the sole judge of whether there is sufficient justification to cancel any RFT/RFT.
- 17.5 No action or liability will lie or reside against HRCE in its exercise of its rights under this section

18. Submission and Security Forms – Signatures

- 18.1 All bid forms, bid security forms should bear the Bidder's original signature and name HRCE as the insured.

19. Bid Security

- 19.1 Proponents should submit within the sealed Price Submission file, one of the following: bid security in the form of a certified cheque, Irrevocable Letter of Credit, or Bid Bond on CCDC Form 220, in the amount of ten percent (10%) of the Bid Price made payable to, or naming HRCE (as obligee). This bid security should accompany the Price Submission as an electronic file. HRCE will request an original hard copy from the successful proponent as required.
- 19.2 Where bid bond is provided as bid security:
- 19.2.1. The bond should be provided on the standard CCDC Bid Bond Form (latest version) in the amount of not less than ten percent (10%) of the Bid Price.
 - 19.2.2. The bond should be submitted by the general contractor bidder, signed and sealed by the principal (Contractor) and Surety and shall be with an established Surety Company satisfactory to and approved by the HRCE.
 - 19.2.3. The cost of providing the Bid Bond should be included in the Bid Price.
 - 19.2.4. **A legible scanned copy of the bid bond or an electronic bid bond can be submitted with the bid via email. If requested by the HRCE, the vendor should be in agreement to provide the original bid bond without delay.**
- 19.3 Where a certified cheque or a bank draft is provided as bid security:

- 19.3.1. The certified cheque or bank draft should be endorsed in the name of HRCE, for a sum not less than ten percent (10%) of the amount of the Bid Price.
- 19.3.2. The cost of providing the certified cheque or bank draft should be included in the Bid Price.
- 19.4 Where the Irrevocable Standby Letter of Credit is used as bid security:
 - 19.4.1. The letter should be endorsed in the name of HRCE, for a sum not less than ten percent (10%) of the Bid Price
 - 19.4.2. The Irrevocable Standby Letter of Credit shall be issued by a certified financial institution subject to the Uniform Custom and Practices for Documentary Credit (1993 revision or latest revision), International Chamber of Commerce (Publication No. 500).
 - 19.4.3. The cost of providing the letter should be included in the Bid Price.
 - 19.4.4. **A legible scanned copy of the bid bond or an electronic bid bond can be submitted with the bid via email. If requested by the HRCE, the vendor should be in agreement to provide the original bid bond without delay.**
- 19.5 Return of Bid Security:
 - 19.5.1. The bid security of the unsuccessful proponents will be returned to them after the contract has been signed, or previous to such time, at the discretion of HRCE.
 - 19.5.2. If no contract is awarded, all bid security will be returned.

20. Insurance

- 20.1 General Contractor shall secure and maintain at its expense during the term of the Insurance:
 - 20.1.1. Workers' Compensation to meet Statuary requirements and/or Employers Liability.
 - 20.1.2. Commercial General Liability Insurance must insure the general contractor(s) and all sub- contractors on this project:
 - 20.1.2.1. including but not limited to, products liability and completed operations, loading and unloading operations for a combined single limit of no less than \$5,000,000.00 per occurrence.
 - 20.1.3. Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single coverage of \$5,000,000.00 per occurrence.
 - 20.1.4. Hoist and Crane Liability insurance equal to the value of the of the load that will be lifted
 - 20.1.5. Motor Truck Cargo with per conveyance limit equal to the values of the Supply and Install - Bleachers being transported.
 - 20.1.6. Deliver a certificate of insurance evidencing the above prior to work being performed. It is also agreed that the above insurance coverage is primary and must be kept in force during the term of this agreement. Furthermore, HRCE must receive, in writing,

at least thirty (30) days' notice of cancellation or modification of the above insurances. All insurance policies or certification documents shall specify coverage being applicable to this contract. The Contractor shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies of insurance.

- 20.2.** Primary Insurance- Supplier agrees that the insurance as required above shall be primary and non-contributory.
- 20.3.** No limitation- Supplier is responsible for determining whether the above minimum insurance coverage's are adequate to protect its interests. The above minimum coverage's do not constitute limitations upon Supplier's Liability.
- 20.4.** Endorsements – For the policies in para 19 above, there shall contain an endorsement naming HRCE and its Affiliates as an Additional Insureds, and eliminating and removing any exclusion of liability for:
 - 20.4.1.** injury, including bodily injury and death to an employee of the insured or of HRCE, or
 - 20.4.2.** any obligation of the insured to indemnify, hold harmless, defend, or otherwise make contribution to the HRCE because of damage arising out of injury, including bodily injury and death, to an employee of HRCE.

21. Proof of Competency of Proponent

- 21.1** Any bidder may be required to furnish evidence satisfactory to the owner that he and his proposed sub-contractors have sufficient means and experience in the types of work called for to assure completion of the contract in a satisfactory manner.
 - 21.1.1.** The Nova Scotia Construction Safety Association or approved recognized association or program.
- 21.2 Bid Signing**
 - 21.2.1.** The bid form must be signed and under seal (as applicable) by a duly authorized signing officer(s) in their normal signatures.
- 21.3 Contract Time**
 - 21.3.1.** The bidder, in submitting an offer, agrees to achieve Ready-for-Takeover of the work by the date indicated in the contract documents.

22. Offer Acceptance / Rejection

22.1 Duration of offer

22.1.1. Bids shall remain open to acceptance and shall be irrevocable for a period of ninety (90) days after the RFT closing date.

22.2 Award/Selection/Acceptance of Offer

22.2.1. In the evaluation of a bid, HRCE will consider, but not be limited to, the following criteria:

22.2.1.1. Compliance with bid requirements

22.2.1.2. Bid Price Submitted

22.2.1.3. All requirements stated in the tender package

22.2.2. The Owner's evaluation of any and all bids will be final

22.3 After acceptance by HRCE, the successful bidder shall be notified in writing of acceptance of the bid by way of an award letter.

22.4 A purchase order will be issued to the successful bidder once the contract has been signed and executed.

23. Post Award Submissions

23.1 Upon receipt of the award letter, the successful contractor will provide the following documents within five (05) business days:

23.1.1. A current Certificate of Recognition or Letter of Good Standing - The Contractor will supply a Certificate of Recognition issued jointly by the Workers' Compensation Board of Nova Scotia and an occupational health and safety organization approved by the Workers' Compensation Board of Nova Scotia (such as the Nova Scotia Construction Safety Association). These approved organizations are currently listed on the Workers' Compensation Board of Nova Scotia website (www.wcb.ns.ca). The contractor shall remain in good standing for the duration of the contract.

The Contractor shall supply the following:

23.1.1.1. Worker's Compensation Coverage – The Contractor shall supply a clearance letter from the Worker's Compensation Board of Nova Scotia, indicating the Contractor is assessed and in good standing;

23.1.1.2. All required contract security and insurance documentation;

23.1.1.3. A completed Schedule of Values (see Section 01 37 00);

23.1.1.4. A detailed Schedule of Work

23.1.1.5. A completed Safety Plan; and,

23.1.1.6. A detailed listing of subcontractors to be used.

- 23.1.2.** In the event that any such certification during the term of the contract expires, the obligation remains with the Contractor to provide the updated required certificates.
- 23.1.2.1.** The Contractor and subcontractors (if applicable) shall remain in good standing for the duration of the contract.

24. Taxes

- 24.1** The General Conditions of the Contract state that the Contractor, as of April 1, 1997 and thereafter, is to pay all Harmonized Sales Tax (HST).
- 24.2** HRCE is not exempt from HST. As a result, the aggregate amount of the bid for contracts is subject to HST; however, **prices submitted shall not include HST.**
- 24.3** The HST payable by the HRCE will be added as a separate item during the processing of progress payments and therefore **HST will not appear as a cost in the aggregate amount of the bid amount.**
- 24.4** Proponents are advised that they may be eligible to claim an Input Tax Credit (ITC) for a portion of the HST paid in relation to the contract requirement of the Government of Canada.
- 24.5** Proponents are to note that prices indicated on the Price Submission Form and the amendments to the Price Submission Form shall not include Provincial Sales Taxes, the Federal Goods and Services Tax or the Harmonized Sales Tax.

25. Invoices

- 25.1** The purchase order number and HST number shall be noted on any/all invoices related to work performed under this contract.
- 25.2** Applications for progress payments should be submitted to HRCE's consultant and cc'd to operations-invoices@hrce.ca and HRCE's Project Manager.

SECTION 00 41 13 TENDER FORM

1. Salutation:

**To: HALIFAX REGIONAL CENTRE FOR EDUCATION
33 SPECTACLE LAKE DRIVE, DARTMOUTH, NS B3B 1X7
ATTN: DON WALPOLA, BUYER**

For: 4282 - Supply and Install Gymnasium Bleachers-Halifax West High School

| | |
|-------------------------------|--|
| Organization Name: | |
| Street Address: | |
| Email Address: | |
| Telephone: | |
| Authorized Signing Authority: | |
| Position Title: | |

2. Proponent Declares:

- 2.1.** That this submission was made without collusion or fraud.
- 2.2.** That the proposed work was carefully examined.
- 2.3.** That the Proponent is familiar with local conditions.
- 2.4.** That Contract Documents and Addenda were carefully examined.
- 2.5.** That all the above were taken into consideration in preparation of this RFT.

3. Proponent Agrees:

- 3.1.** To provide all necessary equipment, tools, labour, incidentals and other means of construction to do all the work and furnish all the materials of the specified requirements which are necessary to complete the work in accordance with the Contract and agrees to accept, therefore, as payment in full the Lump Sum Price stated in Subsection 6 hereunder.
- 3.2.** The have carefully examined the site of the work described herein; have become familiar with local conditions and the character and the extent of the work; have carefully examined every part of the proposed Contract and thoroughly understand its stipulations, requirements and provisions.

- 3.3. The have determined the quality and quantity of materials required; have investigated the location and determined the source of supply of the materials required; have investigated labour conditions; and have arranged for the continuous prosecution of the work herein described.
- 3.4. To be bound by the award of the Contract and if awarded the Contract on this bid price, to execute the required contract within ten (10) days after notice of award.
- 3.5. They have noted that the Harmonized Sales Tax is excluded from the "Contract Price".
- 3.6. The Contractor's employees shall always report to the main office of a school, indicate who they are, and state their purpose on site prior to starting any work in the school.
- 3.7. To the hours of work, defined as: All work for HRCE is to be completed during hours when schools are unoccupied, unless otherwise indicated in writing by the Operations Manager or designate. Hours of work shall comply with local ordinances and bylaws for each site.
 - 3.7.1. No work shall be conducted on weekends or statutory holidays without specific written approval from the Operations Manager or designate.
 - 3.7.2. In the event that work is requested by HRCE during hours when schools are occupied, the work will be limited to work that is not disruptive to the school. There shall be no mechanical removals, no drilling, screwing or torch work during occupied hours without prior written approval from HRCE.

4. Owner Agrees

- 4.1. To examine this bid and in consideration, therefore, the proponent hereby agrees not to revoke this bid:
 - 4.1.1. until some other proponent has entered into the Contract with the HRCE for the performance of the work and the supply of the materials specified in the notice inviting bids; or in the Information to Proponents, or
 - 4.1.2. until ninety (90) days after the time fixed in the Information to Proponents for receiving bids has expired, or
 - 4.1.3. Whichever first occurs; provided, however, that the Proponent may revoke this bid at any time before the time fixed as indicated in the section 00 21 13, item 13.1.

5. Contract Documents include:

- 5.1.1. Cover Page
- 5.1.2. Table of Contents – Section 00 00 10
- 5.1.3. Description of Work & List of Drawings – Section 00 00 15
- 5.1.4. List of Consultants – Section 00 05 00
- 5.1.5. Information for Proponents – Section 00 21 13
- 5.1.6. Price Submission Form – Section 00 41 13
- 5.1.7. Price Amendment Form (if applicable) – Section 00 41 73
- 5.1.8. Specifications of Work (all applicable sections)

- 5.1.9. Drawing(s) – as applicable
- 5.1.10. Addenda issued by HRCE
- 5.1.11. Post Bid Addenda issued by the HRCE, where applicable.
- 5.1.12. Executed Contract

6. Price Submission - Contract Price:

6.1. The undersigned Proponent, having carefully read and examined the aforementioned Contract Documents prepared by the Consultant, for the Halifax Regional Centre for Education, hereby accepts the same as part and parcel of the Contract herein referred to, and having carefully examined the locality and site of works and having full knowledge of the work required and of the materials to be furnished and used, does hereby propose and offer to enter into a contract to perform and complete, the whole of the said works and provide all necessary labour, plant, tools, materials and equipment and pay all applicable taxes, as set forth and in strict accordance with the Specifications, Drawings and other Contract Documents and to do all therein called for on the terms and conditions and under the provisions therein set forth for the following:

6.2 LUMP SUM PRICE

_____ /100 Dollars (\$ _____)
(HST Excluded)

Award will be subject to Budget Availability.

****HRCE reserves the Right to:**

Award to one or more contractors who bid

Accept bids on any or all sections of this work

Reduce the Scope of Work if the Bid amount Exceeds the Available Budget**

Contract Price to be completed in written form on the lines provided above, with cents expressed as numerical fraction of a dollar. Contract price to be completed in numerical form on the line bounded by parenthesis above, with cents expressed as a decimal of a dollar.

WHERE THERE IS A CONFLICT, WRITTEN WORD WILL GOVERN.

In accordance with the Nova Scotia Government's Public Procurement Policy, the Halifax Regional Centre for Education (HRCE) reserves the right to exclude bids from jurisdictions where unfair trade barriers, such as tariffs, have been imposed, or were justified by national security or similar exceptions. This may affect bidder eligibility and the acceptance of proposals.

6.3 SEPARATE PRICE (Not to be included in Lump Sum)

Extended Warranty (beyond the initial 5 year period) and a Maintenance Program

_____ /100 Dollars (\$_____)
(Do not include HST in this amount)

****Award of the Separate Price will be determined based on Budget Availability****

Notes:

- Bid submission to reflect fixed firm pricing.
- All information requested in the Tender Bid form will form part of the evaluation.
- Supply and Install - Bleachers to Halifax West High, FOB destination, pricing to include all shipping, freight, and handling charges.
- Bidders are required to provide all applicable equipment technical specification and data sheets with their bid submission.

7. Completion Time:

7.1 The proponent agrees to achieve Ready-for-Takeover on or before the following date:

7.1.1.1. **Friday, August 14th, 2026**

7.1.1.2. The undersigned Proponent agrees, if awarded the Contract, to achieve the Ready-for-Takeover Date providing the contract is awarded within ten (10) business days of RFT closing time.

8. Addenda Acknowledgement

We have received and noted the following addenda:

| Addendum # | Dated | # of Pages |
|-------------------|--------------|-------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

9. Supporting Information

9.1 References: (Minimum of three)

Tenderer to furnish particulars of at least three (3) similar contracts successfully completed or currently being carried to completion. The projects quoted should preferably be approximate in nature to the work now tendered for and be of comparable or greater size. References are to be submitted with the bid prior to closing date and time. The most recent HRCE project, if applicable.

Project Experience and References Form

| | Project 1 | Project 2 | Project 3 |
|--|------------------|------------------|------------------|
| Company Name | | | |
| Brief Project Description | | | |
| Project Manager Name | | | |
| Project Dollar Value \$ | | | |
| Reference Name and Position Title | | | |
| Reference Contact Info - Email Address - Phone Number | | | |

9.2 Bid submission to include a minimum of two letters of endorsement from clients commenting upon the contractor's ability to deliver quality projects, similar in scope and size, which met schedule and budget.

10. Proof Of Competency Of Tenderer

10.1 Any tenderer may be required to furnish evidence satisfactory to the Owner that he and his proposed sub-contractors have sufficient means and experience in the types of work called for to assure completion of the Contract in a satisfactory manner.

10.1.1. The Tenderer acknowledges, as part of their bid submission, their responsibility and contract obligations to ensure that the proposed sub-contractors will fully perform the project requirements and meet the timings as detailed in this tender call.

10.2 **Sub-Contractors:** The Tenderer to provide the name and address of each major sub-contractor used in making up this tender. This list of sub-contractors is to be submitted with the bid prior to closing date and time. Only one sub-contractor shall be named for each part of the work to be sublet.

| <u>Subcontractor/Suppliers/Manufacturers</u> | <u>Service/Material</u> |
|--|-------------------------|
| Site Works | |
| Electrical | |
| Mechanical | |

10.2.1. Project Personnel:

The Tenderer to include below, the names, qualifications and previous experience of those people who will be directly involved with the project. The names shall, for example, include foremen, superintendent, project engineer and/or project manager, labourers and trade staff. This list of personnel is to be submitted with the bid prior to closing date and time.

| Name | Position | Qualifications/Experience |
|------|----------|---------------------------|
| | | |
| | | |
| | | |
| | | |

Signature * The undersigned Proponent declares that this bid is made without connection to any other person(s) submitting pricing for the same work and is in all respects fair and without collusion or fraud.

4282 - Supply and Install Gymnasium Bleachers-Halifax West High School

SIGNATURE:

SIGNED AND DELIVERED
in the presence of:

CONTRACTOR

Company name

Witness

Signature of Signing Officer

Name and Title (printed)

Date

11. Acknowledgement of Student Safety

The Halifax Regional Centre for Education (HRCE) is directly responsible for the safety of its students and staff. Should contractors be required to work in or on school property while children are present, it is a **mandatory HRCE requirement** that contractors assign the work to employees and/or sub-contractors who do not have a criminal record and who are not listed on the Child Abuse Registry. Failure to comply with this requirement may result in immediate contract termination.

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

Name and Title (printed)

Date

END OF SECTION 00 41 13

SECTION 00 41 73 - PRICE AMENDMENT FORM
4282 - Supply and Install Gymnasium Bleachers
Halifax West High School

Note: to be completed and forwarded for each Price amendment prior to RFT closing time and date as detailed on the cover sheet of the RFT document and any applicable addenda.

Lump Sum Price Amendment – Section 00 41 13 Price Submission form, Article 6.1. Contract Price

| Increase Price by | | Decrease Price By | |
|---------------------------|----|---------------------------|----|
| Amount (excluding HST) | \$ | Amount (excluding HST) | \$ |

It is the Proponent's responsibility to ensure the table above is legible.

Submitted by:

Company Name (please print as it appears on original RFT file)

Authorized Proponent's Name (please print as it appears on Price Submission Form)

Authorized Proponent's Signature

Date

END OF SECTION 00 41 73

SECTION 00 73 10 HRCE GENERAL TERMS & CONDITIONS

1. General

- a) These Terms and Conditions, shall apply only to those documents (Quotations, Request for Proposals and Tenders, herein referred to as Public RFX or RFX) that reference them specifically. In the event of any conflict or disagreement between these Terms and Conditions and the RFX documents, the RFX documents have precedence and will be assumed to be correct.
- b) These Terms and Conditions are intended to cover a wide range of procurements, including goods and services. As such, not all clauses will be applicable in all situations. If Suppliers have questions regarding any of these Terms and Conditions, they should contact the HRCE Procurement Division. To satisfy special requirements, supplementary Terms and Conditions may also apply to some acquisitions. If this is the case, the RFX documents will reference any such documents, in addition to these Terms and Conditions.
- c) For the purpose of these Terms and Conditions HRCE intends to only contract with responsible Suppliers who are in the business of providing the goods and/or services submitted upon, and can provide proof that they can furnish satisfactory performance based on past work experience with HRCE, other companies, or government agencies and have the financial managerial, and resource capabilities for the size of project bid upon. Satisfactory performance includes meeting all of the requirements of the various federal and provincial regulations and agencies for the completion of work and making payment to sub-contractors in a timely basis.
- d) All of the terms, conditions and/or specifications stated or referenced in the Solicitation are assumed to be accepted by the Bidder and incorporated in the Bid.

2. RFX Documents

- a) RFX Documents should be obtained as indicated on the Cover Sheet of the tender document.
- b) While HRCE has tried to ensure accuracy in the RFX documents, it is not guaranteed or warranted by HRCE to be accurate, nor is it necessarily comprehensive or exhaustive.
- c) HRCE cannot ensure the accuracy of RFX documents obtained from any other source. (i.e. Construction Association of Nova Scotia (CANS), Nova Scotia Electronic Tendering Bulletin Board, Project Consultants, etc.).
- d) All inquiries to this RFX are to be directed, in writing, to HRCE Procurement Division representative indicated in the RFX documents. Information obtained from any other source is not official and will not bind HRCE.
- e) HRCE will assume that all Suppliers have resolved any questions they might have about the RFX and have informed themselves as to existing conditions and limitations, site restrictions, etc. before providing a RFX submission.
- f) Nothing in the RFX is intended to relieve Suppliers from forming their own opinions and conclusions with respect to the matters addressed in the RFX or its associated documents.
- g) In the event that HRCE Regional Office (33 Spectacle Lake Drive, Dartmouth) is closed (this includes partial day closures) due to inclement weather on the date and time of the RFX closing, the closing date and time will be extended one (1) business

day. Bidders should note that closure of Schools does not necessarily mean the closure of the HRCE's Regional Office. Closures are detailed on HRCE website.

3. **Verbal instructions:** Any changes to RFX call, specifications, terms and conditions shall be stated in writing. Verbal statements made by employees or representatives of HRCE, whether or not they appear to have the proper authority, shall not be binding on HRCE.
4. **Addenda:** HRCE reserves the right to modify the terms of the RFX documents prior to closing, at its sole discretion by addenda.
 - a) HRCE Procurement Division will make every effort to ensure the information provided on HRCE.ca is complete and accurate, please report any omissions or discrepancies to the Procurement Division immediately. **Any questions or requests for clarification arising from omissions, discrepancies, or ambiguities, must be made in writing no later than five(5) working days prior to the closing date, not including the closing date.** Replies to requests for clarification, if required, will be made in the form of written addenda, copies of which will be posted on www.HRCE.ca/tender no later than three (3) working days prior to the date of closing, not including the closing date.
 - b) By downloading files from the www.HRCE.ca, you will automatically become registered for the applicable RFX. HRCE Procurement Division will make reasonable efforts, strictly as a courtesy, to directly inform registered Suppliers of any addenda, **however it is the sole responsibility of each registered Supplier to ensure that they have all the documents associated with any RFX and, to this end, every registered Supplier should review HRCE Tender Web Site daily.** These documents must be downloaded from the www.HRCE.ca/tender or obtained from HRCE Procurement Division, as applicable. Suppliers must acknowledge receipt of all addenda(s) with their RFX Submission.
5. **Suppliers Responsibility:** Suppliers are solely responsible for their own expenses in preparing, delivering or presenting a RFX and for subsequent negotiations, if any, with HRCE. It will be the responsibility of the Supplier to acquire at the Suppliers cost, any RFX documents as indicated on the Cover Sheet of the tender document.
6. **Existing Conditions:** Suppliers will be deemed to have familiarized themselves with the existing conditions which may affect the performance of required goods, services and construction. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time. Suppliers are to ensure that they understand the expected use for the requested goods, service and construction and submit their RFX submission accordingly.
7. **RFX Submissions**
 - a) RFX will close at the time, date and location specified in the RFX documents (Atlantic Time Zone).

- b) All RFX submissions must be received in their entirety on or before the closing time specified. Suppliers are responsible for ensuring that their RFX submission, however submitted, is received on time and at the location specified.
 - c) RFX Submissions must be submitted on the forms provided or in such format as directed in the RFX documents. These forms must be legible, complete, filled out in ink, or by typewriter, with the signature in longhand and the completed form shall be without interlineations, alterations or erasures.
 - d) If an electronic transmission (i.e. e-mail) can be accepted, as detailed in the applicable RFX documents, it is the responsibility of the Supplier:
 - i. to ensure that the submissions are delivered on or before the closing time and date shown on the RFX documents;
 - ii. that the correspondence is legible and properly transmitted; and
 - iii. that the name and number of the RFX is clearly displayed.
 - e) **Sealed RFX submissions** must be transmitted electronically as stated in the tender document
 - f) **Amendments/Withdrawn Submissions**
 - i. Submissions may be withdrawn or amended by written request (on company letterhead or equivalent), prior to RFX closing date and time, but cannot be altered or changed in any way after the RFX closing.
 - ii. Facsimile transmissions modifying supplier provided information are acceptable when signed by a duly authorized officer or agent. Submission of such electronic transmissions is at the risk of the Supplier. HRCE assumes no liability for the receipt of the electronic transmissions or their proper inclusion with original RFX submission. An electronic submission must be submitted prior to closing time and date specified in the RFX documents.
 - iii. An amendment to a RFX submission replaces any other RFX submission amendment previously submitted by the supplier; only the last of any RFX submission amendment received will be accepted.
 - g) All RFX submissions must be signed by an authorized representative of the entity.
 - h) The email receipt time for submissions will be assumed to be correct in the event of dispute.
 - i) HRCE reserves the right in its sole discretion to clarify any RFX submission after closing by seeking further information from that Supplier, without becoming obligated to clarify or seek further information from any or all other Supplier. However, Suppliers are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.
8. **Brand Name:** Some terminology may be used that would imply or denote a particular supplier. Brand names may be utilized to designate the type and quality of the product requested. Such usage shall not to be construed as restrictive in any way. Suppliers must be prepared to provide samples if required.

9. Substitute

- a) If the Supplier is offering an equivalent (similar) substitute product to those specified, unless a specific product is requested, the supplier must clearly identify this substitution and supply the manufacturer's name, product number and provide any technical information required so that HRCE can determine the acceptability of the substitute.
- b) HRCE reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed.
- c) HRCE shall be the sole judge of the acceptability of any substitute or proposed equivalent.
- d) Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

10. Warranty

- a) The supplier must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the supplier provides any additional/supplementary warranty coverage, describe this as well.
- b) If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the price unless the RFX documents specifically states that the upgrade is a mandatory requirement.

11. Pricing

- a) All prices must be extended and totaled, where practical to do so. RFX Submission may be rejected as incomplete if total figures are not provided. In the case of an error in the extension of prices, the unit prices shall prevail.
- b) Prices must be in Canadian funds, and shall include all shipping, handling, freight, offloading, duty, insurance and any other charges, which are applicable at time RFX is awarded (FOB – Destination). HRCE will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Solicitation. It is the responsibility of the Supplier to find out from the appropriate authorities what rates and charges are applicable to this RFX. No extra charges will be paid by HRCE.
- c) In the event that a number of Suppliers provide submission in substantially the same amount, HRCE may, at its discretion, call upon those Suppliers to submit further bids.

12. Permits and Taxes:

It is the responsibility of the Supplier to ensure that quotations include all taxes, permits, and other charges required to supply the goods, services and construction. The successful Supplier is to comply with all codes, regulations, and by-laws and all government and applicable standards pertaining to the work and job-site including, and not limited to, the Nova Scotia Occupational Health and Safety Act and Regulations. HRCE is required to pay a Harmonized Sales Tax (HST) at a rate specified by the

Province of Nova Scotia. This tax is to be shown as a separate line item.

13. Standards

- a) All goods, services and construction supplied to HRCE shall, when standards are available, be certified in accordance with the applicable code(s), but not limited to:
 - i. Canadian Standards Association;
 - ii. Canadian Government Standards HRCE;
 - iii. Underwriters Laboratories of Canada; and
 - iv. And all applicable Federal, Provincial and Municipal regulations and acts.
- b) HRCE reserves the right to discontinue the purchase of any product/service that does not continue to meet the applicable standard(s).

- 14. Inspection:** HRCE reserves the right to inspect any goods, services or construction supplied either during or after manufacture and delivery, and shall be the sole judge as to the acceptability of goods, services and construction to meet the needs of HRCE and fulfills the requirements as specified.

15. Rejection of RFX Submissions/Compliance:

- a) Failure to comply with any of the mandatory terms or conditions contained or referenced in the RFX documents shall result in the rejection of the RFX submission.
- b) HRCE specifically reserves the right to accept or reject any or all RFX submission and implies no obligation on HRCE to accept any RFX submission, a portion of any RFX submission or any RFX submission. HRCE reserves the right to cancel any RFX in its entirety and shall not be responsible, in any manner, for expenses incurred by the Supplier for preparing a RFX submission. HRCE may award all or a portion of the work to one or more Suppliers. Without limiting the generality or any other provision hereof, HRCE reserves the right to reject or accept any RFX submission:
 - i. that contains any irregularity or informality;
 - ii. that is not accompanied by the security documents required;
 - iii. that contains an alteration in the quoted price that is not initialed by the or on behalf of the Supplier;
 - iv. that is incomplete or ambiguous;
 - v. contains clauses additional to the RFX that are "qualified" or "conditional"; and/or
 - vi. that does not strictly comply with the requirements contained in these instructions.
- c) HRCE reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all RFX submissions, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. HRCE will be the sole judge of whether a RFX submission is accepted or rejected.
- d) HRCE reserves the right to accept or reject any or all RFX submission, not necessarily accept the lowest priced RFX submission, or to accept any RFX submission which it may consider to be in its best interest.

- 16. Evaluation criteria:** If applicable, award of the RFX will be based on “Best Value” (which includes, but not limited to; price, discounts, product specifications, warranty, delivery, reference checks, etc.
- 17. Cancellation / Non Award**
- a) Issuing a RFX implies no obligation on HRCE to accept any submission, or a portion of any submission. The lowest or any RFX submission will not necessarily be accepted.
 - b) RFX’s may be cancelled in whole or in part by HRCE in its sole discretion when:
 - i. the RFX submission price exceeds the funds allocated for the purchase;
 - ii. there has been a substantial change in the requirements after the RFX has been issued;
 - iii. information has been received by the RFX after the RFX has been issued that the RFX believes has substantially altered the procurement;
 - iv. there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
 - c) If no compliant RFX submission is received in response to a RFX, the RFX reserves the right to enter into negotiations with one or more suppliers in order to complete the procurement.
 - d) HRCE will be the sole judge of whether there is sufficient justification to cancel any RFX.
 - e) No action or liability will lie or reside against HRCE in its exercise of its rights under this section.
- 18. Eligibility and Conflict of Interest**
- a) A RFX Submission may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in HRCE's opinion, give rise to a conflict of interest in connection with a project.
 - b) Suppliers are cautioned that acceptance of their RFX submission may preclude them from submitting a response on subsequent phases where a conflict of interest may arise. Suppliers should study the project implementation strategy to determine whether or not they plan to submit response on subsequent phases.
 - c) If the RFX submission covers the first phase of what may prove to be a multi-phased project, the successful Supplier on the initial phase may be permitted to respond on subsequent phases as long as, in HRCE's opinion, no conflict of interest would be created in performance of the work by that Supplier.
 - d) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in HRCE's opinion, give rise to a conflict of interest in connection with this bid will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFX documents.
- 19. Disputes:** In case of dispute as to whether or not an item or service quoted or delivered meets RFX requirements, the decision of HRCE, or its authorized

representative, shall be final and binding on all parties.

20. **Exceptions:** A RFX submission shall be considered an agreement to all terms and conditions provided herein and in various RFX documents, unless specifically noted otherwise in the RFX documents.
21. **Irrevocable Offer:** A RFX submission represents an irrevocable offer, unless otherwise stated in the RFX documents and shall be valid for a period of ninety (90) days following the closing date for RFX submissions.
22. **Patent right and royalties:** The successful Supplier shall pay all royalties and patent license fees required for the performance of the work. The successful Supplier shall hold HRCE harmless from and against claims, demands, losses, costs, damages, action suits or proceedings arising out of the successful Supplier's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the successful Supplier or anyone for whose acts the successful Supplier may be liable.
23. **Assignment:** The successful Supplier shall not assign the Contract (or portion thereof) nor sub-contract without the prior written consent of HRCE, consent shall not be unreasonably withheld.
24. **Purchase Order:** Work by the Supplier will begin only with the issuance of HRCE's official purchase order and/or any Contract Documents as applicable. The purchase order number must appear on any/all invoices covering same. No work is authorized until the successful Supplier has received an official HRCE purchase order and/or required Contract Documents. HRCE accepts no responsibility for any work performed prior to the issuance of a purchase order and/or required Contract Documents.
25. **Delivery**
 - a) Where the RFX Document includes a mandatory delivery schedule, HRCE will assume that the Supplier can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
 - b) If Suppliers wish to specify a delivery schedule different from that requested in the RFX document, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. RFX Submission that do not meet the delivery schedule as requested in the RFX documents may be rejected.
 - c) Time is of the essence, and supplier's delivery schedule is legally binding. HRCE reserves the right to assess penalties or cancel awards to Suppliers who fail to meet their stated delivery or completion dates.

26. Invoices

- a) All invoices are to be submitted quoting the Purchase Order number. The suppliers' HST number must be included on each invoice. Invoices must also include a description of the goods & services provided with HRCE Work Order Numbers (where applicable). Invoices must also clearly indicate list price, discounts offered and net price, if applicable. All invoices are to be sent to Accounts Payable by email at accountspayable@hrce.ca, as well please sent a copy to the operations contact as identified on the cover page of this tender.
- b) All Suppliers are required to maintain their tax status in good standing. In this regard, Suppliers are advised that verification of good standing with the Nova Scotia Minister of Finance and Revenue Canada (GST/HST) may be carried out prior to the award of a contract to a successful Supplier.
- c) In order to maximize efficiencies, as well as to be more environmentally friendly, vendor payments are now being paid via EFT (Electronic Funds Transfer), being a direct deposit to vendor bank accounts. A vendor direct deposit form must be filled out with banking information for EFT payments.

27. Payment:

- a) HRCE's payment terms are thirty (30) days from acceptance that the goods, services and construction meet the specifications. Alternative payment schedules may be proposed and are to be shown as an option and list any additional discounts to HRCE. Early payment discount terms (minimum period ten (10) days) may be considered in the evaluation of the RFX response. Payment of term discount invoices will be calculated from the date of the invoice or goods have been received, whichever is later. Discount terms must appear on the invoice.
- b) The Supplier shall make application for payment at least monthly with the application based on progress or services provided during that month. HRCE will hold back ten percent (10%) of any

payment until the lien periods have expired and the Supplier has provided HRCE with a complete release of any lien registered as a result of any work carried out by the Supplier, or any sub-contractor or supplier to the Supplier.

- 28. Right to offset:** The successful Supplier agrees that HRCE may apply payments for goods, services and construction to any amount owing to HRCE by the Supplier or supplier including any related administration fees.

- 29. Confidentiality:** The Supplier shall keep private, treat as being confidential, and not make public or divulge during, as well as after, the term on this Agreement, any information or material to which the Supplier or staff becomes privy as a result of

acting under this Agreement without having first obtained HRCE's consent in writing.

30. Freedom of Information and Protection of Privacy (FOIPOP) Act and Personal Information International Disclosure Protection Act (PIIDPA)

- a) As a public body, HRCE is subject to provincial legislation, Freedom of Information and Protection of Privacy (FOIPOP) Act. RFX submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, HRCE is subject to the disclosure and protection of information in accordance with that legislation. Suppliers are encouraged to visit the following websites for more information on the Act:
<http://www.gov.ns.ca/just/IAP/default.asp>.
- b) The Province of Nova Scotia is required to comply with the Personal Information International Disclosure Protection Act (PIIDPA)(S.N.S 2006, c.3). The act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. Suppliers are recommended to visit the following PIIDPA websites for more information on the Act:
http://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm
and <http://www.gov.ns.ca/just/IAP/PIIDPAquest.asp#p01>
- c) The Supplier acknowledges and confirms that it is a "service provider" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c. 3 ("PIIDPA"), that the Supplier has read and understands its obligations as a service provider thereunder and that as a service provider It is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to HRCE entering into the Agreement with the Supplier that the Supplier irrevocably undertakes covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.
- d) The Supplier further covenants, warranty and represents to HRCE that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to HRCE in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.
- e) The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of HRCE is protected at all times from unauthorized access or disclosure and shall confirm in writing to HRCE, upon request, the details of such security arrangement. The Supplier also agrees to implement and enforce any additional security procedures as may be required by HRCE from time to time to protect the personal information

that the Supplier collects on behalf of HRCE. HRCE shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangement referenced herein.

- f) All personal information that the Supplier obtains or becomes aware of while providing services to HRCE is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such information other than the right to use it for the sole purpose of fulfilling its obligations to HRCE under the Agreement.
- g) All RFX submissions become the property of HRCE. By providing a RFX submission, the supplier hereby grants HRCE a license to distribute, copy, print or translate the RFX submission for the purposes of the RFX. Any attempt to limit HRCE's right in this area may result in rejection of the RFX submission.
- h) Suppliers RFX submission may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a RFX submission, the Supplier agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. HRCE cannot guarantee the confidentiality of the complete content of any RFX submissions after the procurement has been awarded to the successful supplier.
- i) During the delivery and installation of goods and/or services, the supplier or supplier's staff may have access to confidential information belonging to HRCE. Should this occur, the supplier must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in legal action being taken and/or the supplier's disqualification from any further RFX's issued by HRCE.

31. Indemnification: The Supplier shall indemnify and hold harmless HRCE, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Supplier, and sub-contractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose act any of them is liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

32. Insurance: Unless otherwise stated, Commercial General Liability Insurance with policy limits of not less than five (5) million dollars (\$5,000,000.00) must be filed with the Procurement Department of HRCE; such insurance shall be in the name of the Supplier and HRCE. The insurance must include non-owned automobile liability with policy limits of not less than two (2) million dollars (\$5,000,000.00). All insurances are to be maintained in good standing for the duration of the Contract.

33. Termination for convenience: HRCE may terminate a contract, in whole or part,

whenever HRCE determined that such termination is in the best interest of HRCE, without just cause giving sixty (60) days written notice to the proponent. However, in no event shall the proponent be paid an amount that exceeds the submitted price for the work performed.

- 34. Termination for default:** When the proponent has not performed or has unsatisfactorily performed the contract, HRCE may terminate the contract for default. Upon termination for default, outstanding payment will be withheld at the discretion of HRCE. Failure on the part of the proponent to fulfill the contract obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by HRCE in re-procuring and completing the work.
- 35. Workers Compensation:** Prior to commencing the work, the Supplier shall provide a current clearance letter from the Workmen's Compensation HRCE (WCB) and must maintain this coverage during the whole term of the Contract.
- 36. WHMIS:** All controlled products supplies to HRCE must have approved Workplace Hazardous Materials Information System (WHMIS) supplier labels; Material Safety Data Sheets must also be supplied. Failure to comply with this requirement may result in rejection of any shipment, and may result in cancellation of the order and the return of goods to the supplier at the supplier's expense.
- 37. Health and Safety Act:** The Supplier shall take every precaution to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revisions of the Nova Scotia Occupational Health and Safety Act and the Regulations. Halifax Regional School HRCE Occupational Health and Safety Policy BP 303.1, and all other safety measures as required by authorities having jurisdiction.
- 38. Site Safety Plan:** Before being permitted access to the site to commence construction the Supplier may be requested provide HRCE with a written Project Specific Site Safety Plan. The Site Safety Plan provided shall be a written course of action that, through a pre-job evaluation, identifies and sets out specific actions to be taken to eliminate or control hazards associated with the work to be performed and to also deal with concerns or hazards that may develop during the course of the project. This Plan shall include, but not be limited to, identification of safety hazards anticipated during the project, solutions to those hazards, safety procedures, identification of designated safety officers and provision for safe access to the site for HRCE staff and or Consultants. Receipt and acceptance of the safety plan shall be mandatory prior to commencement of work.

39. Extension to the Broader Public Sector

- a) HRCE may choose to allow the Broader Public Sector to purchase goods or services from some RFX's. The Broader Public Sector are generally permitted to purchase from "Standing Offers", which are contracts resulting from a RFX. Other RFXs may also be available to the Broader Public Sector; if so, the Solicitation documents will state this.
- b) By submitting a response to a RFX, the Supplier agrees to extend the same pricing to other eligible Broader Public Sector institutions as per the terms and specifications in the Solicitation

40. Governing Laws and Trade Agreements

- a) Unless the RFX documents specifically state otherwise, the RFX, all submissions, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Solicitation was issued.
- b) RFX's subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, any other inter-provincial trade agreements, or any international trade agreements, will be specifically identified as such in the public notice and/or the Solicitation documents.
- c) Information of any applicable trade or procurement agreements and/or legislation can be obtained by contacting HRCE Procurement Department.
- d) Suppliers agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province.
- e) HRCE may consider and evaluate any RFX submission from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar RFX submission from a supplier located in this Province. HRCE will be the sole judge of whether these conditions will be used and the extent to which they will be applied.
- f) Suppliers registered to do business in any Atlantic Province can bid on RFX issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.
- g) Under Canadian law (and international agreements), your RFX submission must be arrived at separately and independently, without conspiracy, collusion or fraud; refer <https://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>
- h) **In accordance with the Nova Scotia Government's Public Procurement Policy, the Halifax Regional Centre for Education (HRCE) reserves the right to exclude bids from jurisdictions where unfair trade barriers, such as tariffs, have been imposed, or were justified by national security or similar exceptions. This may affect bidder eligibility and the acceptance of proposals.**

41. Other General Conditions

- a) No RFX submissions shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against HRCE or against whom HRCE has a claim or has instituted a legal proceeding with respect to a previous contract, without prior approval of HRCE.

- b) The Supplier shall perform the obligations of this Contract in a good and workmanlike manner in compliance with all applicable legislation in effect in Nova Scotia, and in accordance with industry standards and practice.
- c) The Supplier shall be solely responsible for all means, methods, techniques and procedures necessary for performing the work required under this Contract.
- d) All Suppliers must comply with the Nova Scotia Corporations Registration Act (CRA) or the Partnerships and Business Names Registration Act (PBNRA) as one of the conditions of doing business with the Province of Nova Scotia. In this regard, Suppliers are advised that verification of registration and good standing may be carried out prior to the final award of a contract to a successful Supplier. Suppliers residing outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions.
- e) Unless otherwise specified, all materials installed by the Supplier as part of this Contract shall be new and shall comply with the specifications and any applicable building codes. The Supplier is, at all times, responsible for correcting any defective work or materials at the Supplier's cost, and payment by HRCE to the Supplier does not relieve the Supplier of that responsibility.
- f) Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.
- g) The Supplier shall, at all times, keep HRCE premises free from accumulations of waste and rubbish. Disposal of all waste and rubbish shall be at approved waste disposal sites.
- h) If the Supplier files for bankruptcy, becomes insolvent or fails to perform the Supplier's obligations under this Contract in a timely and workmanlike manner, HRCE may, by written notice, immediately terminate the employment of the Supplier and the Supplier shall be entitled only to the value of work performed and materials supplied up to the date of the termination.
- i) The Supplier shall not permit smoking by any of its employees or sub-contractors on HRCE property and will act in accordance to the RCE policy BP101.3 Tobacco - Free Schools and Workplaces.
- j) The Supplier warrants its work and materials for a minimum of twelve (12) months after the date of substantial completion.
- k) The Supplier, if performing work on HRCE property may be required to provide a safety program certified with the Nova Scotia Construction Safety Association or with an approved alternate safety association and/or program.
- l) HRCE reserves the right to split an award amongst Suppliers as deemed in the best interests of the HRCE.

END OF SECTION 00 73 10

CONTRACTOR'S CHECKLIST

The guidelines as indicated in the tender must be adhered to and the listed documents should be enclosed with your bid:

- **Appendix "B"** - Completed Proponent Information Form
- A form of **Bid Security** as listed in the tender
- **Appendix "C"** - Completed Student Safety Form
- **Certificate of Insurance** as per the insurance requirements in the tender.
- **Workers' Compensation Board Letter (WCB)** of Good Standing (or equivalent)
- Certificate of Recognition (**COR**) – Letter of Good Standing (or equivalent)

Specifications:

1. Summary of Section

1.1. As summarized but not restricted to:

- 1.1.1. To Supply & Install – Wall Attached Telescopic Bleacher(s); layout, sizing, and placement be verified during the mandatory site visit.
- 1.1.2. Friction Electric Operated, Pendant controlled
- 1.1.3. Plastic bench seats
- 1.1.4. Aisles with P rails and end rails

2. References

2.1. National Fire Protection Association:

- 2.1.1. NFPA (Fire) 102, Standard for Grandstands, Folding and Telescopic Seating, Tents, and Membrane Structures, 2016 Edition.

2.2. American Welding Society:

- 2.2.1. AWS D1.1/D1.1M-2015, Structural Welding Code – Steel
- 2.2.2. AWS D1.3/D1.3M-2008, Structural Welding Code - Sheet Steel, Fifth Edition, with Errata

3. Submittals

3.1. Product Data:

- 3.1.1. Submit manufacturer's printed product literature, including installation instructions, MSDS sheets, specifications and data sheets.
- 3.1.2. Submit operation and maintenance manuals to demonstrate operation procedures, recommended maintenance and inspection programs.

3.2. Samples:

- 3.2.1. Submit manufacturers colour chart for seating, and seating colour samples.

3.3. Shop drawings:

- 3.3.1. Submit shop drawings.
- 3.3.2. Submit shop drawings showing gymnasium bleacher materials and assemblies, detail reinforcing and anchorage for bleachers.
- 3.3.3 Shop drawings to include details for connecting power.

4. Quality Assurance/Quality Control

- 4.1. Conform to requirements of NBC 2010 for accessibility
- 4.2. Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the province where the Work is being done.
- 4.3. Bleacher installer to be certified by manufacturer.
- 4.4. Design Loads: live load 120 lb/linear foot, guardrails 200 lb at any point, uniform distributed live load min 100 lb.

4.4.1. Provide certification by professional engineer (registered in the place of bleacher manufacture) that the equipment meets or exceeds the design loading.

4.5. Comply with NFPA 102, standard for assembly seating, and local authorities having jurisdiction.

4.6. Comply with AWS D1.1 structural welding code – steel and AWS D1.3 structural welding code – sheet steel.

5. Extended Warranty

5.1. Provide manufacturers extended warranty for installation and materials for period of five (5) years.

6. Training & Maintenance

6.1. Provide full product training and maintenance reference material, include affiliated maintenance costs (if any) to ensure bleachers maintain full functionality during the full warranty term and beyond.

Part 2 - Products

1. Materials

1.1. Provide telescopic bleachers, exact sizing to be verified at mandatory site meeting:

1.1.1. Seat decking and riser boards of solid PVC – polymer-moulded seats, 250 mm seat, seats will be BLACK in colour.

1.1.2. Each section to have:

ten (10) rows spaced at 610 mm, with rise of 240 mm to 244 mm (9 5/8”).

1.1.3. Bleacher length to be verified at mandatory site meeting.

1.1.4. Aisle type: front steps, 54” aisle in middle of bank.

1.1.5. Rail type: self-storing end rail.

1.1.6. Coordinate size and weight with loading capacity of floor finish and operation requirements of bleachers.

1.2. Accessories:

1.2.1. 1070 mm high folding end guard rails,

1.2.2. 915 mm wide seat level aisles and front step,

1.3. Acceptable Manufacturers:

1.3.1. Sheridan Seating and Gym Equipment

1.3.2. Irwin Seating Company

1.3.3. Royal Stewart Ltd.

1.3.4. Interkal Telescopic Seating

1.3.5. Alternative Manufacturers may be considered, refer Section 7.

2. Fabrication

2.1. Wheels: Non-marking to protect gym floor.

- 2.2. Frame System: Tracks, columns, bracing supports, etc as engineered by bleacher manufacturer.
- 2.3. Deck System: Section lengths, beams, attachment, decking and overhangs as engineered by bleacher manufacturer.
- 2.4. Seat Modules: durable injection model 100% recyclable HDPE modules in monochromatic colours. Weight tested to 600 lbs.

3. Shop Finishes

- 3.1. Understructure: black “Dura-Coat” enamel.
- 3.2. Wear Surfaces: surface subject to normal wear by spectators shall have a finish that does not wear to show different color underneath:
 - 3.2.1. Steel nosing and rear risers to be pre-galvanized with a minimum spangle of G-60 zinc plating.
 - 3.2.2. Decking to have both a sealer coat and wear-resistant high gloss clear urethane finish.
 - 3.2.3. Injection molded seats BLACK in color .
 - 3.2.4. Black bleachers with the initials “W” in “RED with white outline” on each set of bleachers.
 - 3.3.5. Steel railings: powder-coated semi - gloss black.
 - 3.3.6. Front of Bleacher: Crest to reflect the school logo (attached).

4. Fastenings

- 4.1. Welds: performed by welders certified by AWS standards.
- 4.2. Structural Connections: secured by structural bolts with prevailing torque lock nuts, free- spinning nuts in combination with lock washers, or Riv-nuts in combination with lock washers.

5. Accessories

- 5.1. Operating Handles: Provide manual operating handles. Handles to engage pull-bar installed at the first tier.
- 5.2. Front Aisle Steps: Provide at each vertical aisle location front aisle step. Front steps to engage with front row to prevent accidental separation or movement. Fit steps with four non-skid rubber feet radius end cap edges.
- 5.3. Non-Slip Tread: at front edge of each tread
- 5.4. Foot Level Aisles: Provide deck level full width vertical aisles
- 5.5. Self Storing End Rails: Provide steel self-storing end rail with tubular supports and intermediate members designed with 4" [102] sphere passage requirements.
- 5.6. Safety Accessories: Provide the following safety features:
 - 5.6.1. Provide safety ease edges, coined edges, or rounded edges for the bleacher understructure components as follows. Diagonal or X braces

- and deck support or deck stabilizers.
- 5.6.2. Provide plastic end cap on nose metal at Bank ends to close off edges to prevent spectator injury.
 - 5.6.3. Provide plastic end cap on back of deck supports on the first seven (7) rows to prevent spectator injury.
 - 5.6.4. On the first row (Row #1), provide front and side skirt boards anywhere there is an exposed end to prevent players/balls from sliding underneath bleacher.
 - 5.6.5. Provide metal end deck cover on each row to cover exposed edge of plywood at the ends of the bleachers
 - 5.6.6. Include first tier cutouts to provide barrier free access. Include standard front guardrail and closure panel below. Show locations on shop drawing.

Part 3 - Execution

1. Installation

- 1.1. Provide information and templates required for installation of Work and assist and supervise the setting of anchorage devices and installation of bleachers,
- 1.2. Install work to meet manufacturer's recommended specifications. Tightly fit and level to adjacent surfaces, to manufacturer's installation instructions.
- 1.3. Provide accessories, anchors, fasteners inserts and other items for installation of telescoping gym bleachers.
- 1.4. Installers of bleachers to be approved by bleacher manufacturer.
- 1.5. Bleachers are to include electrically operated retractable system as per standard manufacturers' specification for make/model of bleacher being bid. Power requirements to be 208v/3ph, to be verified at mandatory site meeting.
- 1.6 The contractor will be responsible for running and connecting the power including performing necessary electrical upgrades to existing power supply and approval by HRCE Operations.
- 1.7 The contractor is responsible to provide security / egress plan during construction and complete removal of old bleachers and discarding of all debris.
- 1.8 The completion of this work will be in a continuous manner, once the work has started it must continue until completed.

2. Adjustments

- 2.1. Verify telescopic bleachers function properly. Adjust accordingly to provide smooth operation.
- 2.2. Refinish damaged or defective work so that no variation in surface appearance is discernible. Refinish work at site only if approved by HRCE Operations Department Staff.





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