



Halifax

Regional Centre for Education

REQUEST FOR STANDING OFFER

4283

FRAUD RISK ASSESSMENT

Closing Date: Monday, May 25th, 2026
Closing Time: 2:00 PM (Atlantic Standard Time)

RFSO Remittance Information:

Halifax Regional Centre for Education

Submission by Email: 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

RFSO documents are available to download from the HRCE's Website:

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

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SCHEDULE “A” PRICING SHEET (**DOWNLOADABLE FROM THE HRCE WEBSITE**)

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.

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>

1.0 INTRODUCTION

1.1 The Halifax Regional Centre for Education

The Halifax Regional Centre for Education (“HRCE”) is the largest public school system in Atlantic Canada serving approximately 60,000 children and students from pre-primary through to Grade 12. The organization employs approximately 12,500 full time and temporary staff with programs operating from over 136 schools and buildings. The HRCE’s vision is to provide a high-quality education to every student every day. The annual operating budget for the HRCE is approximately \$762M.

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 **FRAUD RISK ASSESSMENT** 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 one (1) year term.

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:

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.

The volume of work and requirement of the specified services is an estimate and is subject to change. The HRCE does not guarantee the frequency or volume of work as part of this standing offer.

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	April 09 th , 2026
Close Date	May 25 th , 2026
Contract Award	To be determined
Commencement of Obligations	October 5 th , 2026

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 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 schools or offices within the HRCE, and with other Regional Centres for Education in Nova Scotia and CSAP for Fraud Risk Assessment at the specified rates and at the same terms and conditions of this RFSO, if required.**
- 1.8 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.
- 1.9 **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)

Bidders 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

Proposals MUST address each applicable area of responsibility or any additional responsibilities 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 total price 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 4283**

- b. Bidders 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. Bidders 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 HRCE'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 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 should contact the HRCE Contact identified on the cover page of this document for an alternate method of submission.

Proponents are to submit completed REQUEST FOR STANDING OFFER (RFSO) documents by email.

The first file (Technical Submission) should be named:
"Technical Submission_4283_Proponent Name"

The second file (Price Submission) should be named:
"Price Submission_4283_Proponent Name"

There must be no reference to the bid price within the technical submission.

Bid Submissions **will not** be accepted by fax, courier, regular mail or hand delivery.

2.9 Communications during Bidding Period

Questions, clarification or information regarding the RFSO process or the Project Scope **must** be directed exclusively to the HRCE Contact identified above and **must** be sent by email to dwalpola@hrce.ca. The HRCE Contact 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 HRCE Contact 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 HRCE Contact, at least five (5) days prior to the Close Date. The 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 requirement.

The successful proponent will be chosen based on the current evaluation criteria and scoring.

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.

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.

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>Experience and qualifications <i>(Describe in detail including relevant examples)</i></p> <ul style="list-style-type: none"> • Description of past and current Fraud Risk Assessment delivered, especially those relevant to the deliverables. • Minimum of two years of experience conducting Fraud Risk Assessment and engagements in a public sector environment. • Demonstrated knowledge in fraud prevention, detection, investigation, reporting, government operations, and handling confidential information. 	10%
	<p>Proposed Work Plan <i>(Describe in detail including relevant examples)</i></p> <ul style="list-style-type: none"> • Fraud Risk Assessment Plan • Fraud Risk Assessment Report • Executive Summary • Fraud Risk Register/Matrix • Management Presentation 	20%
	<p>References</p> <ul style="list-style-type: none"> • Include three (3) references from clients who have obtained Fraud Risk Assessment similar to the scope requested in this RFSO within the last seven (7) years. 	10%
	<p>Resources and Qualifications of Proposed Team <i>(Describe in detail including relevant examples)</i></p> <ul style="list-style-type: none"> • Identification of team members, their roles and relevant expertise (including agents, employees, subcontractors). • At least one team member must hold one of the following: <ul style="list-style-type: none"> - Certified Fraud Examiner (CFE), - Certified Forensic Investigation (CFI), or - Specialist in Investigative and Forensic Accounting (IFA). 	20%
Pricing Submission	Refer to Pricing Form	40%
TOTAL SCORE		100%

Technical Submission

1. The 'Technical Submission' of the proposal will be opened and a technical evaluation will be performed by the RFSO 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 **25.00 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.

Upon determining the price of the specific service, the below formula will be applied.

Vendors are requested to submit a price for the identified services in Schedule A – Price Form.

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

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

Example for Price Score calculation: Bid Pricing Received

Company C	Company T	Company S
\$5,000	\$16,000	\$9,000

Calculation of Pricing Score for Company S:

Pricing Score = 40 points x $(\$5,000 \div \$9,000)$ = 22.22 points

Bidders are reminded that 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 the 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

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 and exclude taxes. 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 must be submitted as a separate file.

The quoted or bid price to remain firm for the tenure of the contract term. It is the vendors responsibility to ensure the price is maintained during the term.

If there is a change in scope due to unforeseen circumstances, a formal request needs to be submitted to the contract manager and the procurement team for further review and consideration.

At the discretion of the HRCE, the HRCE may include additional schools or offices as part of the contract, at the rates provided by the awarded vendor.

The rates must align with the original contract rates and be in effect till the end of the contract period.

Additional award is subject to budget availability.

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.

The successful vendor must also be willing to enter into contract with the Broader Public Sector and other schools or offices within the HRCE, and with other Regional Centres for Education in Nova Scotia and CSAP for Fraud Risk Assessment at the specified rates and at the same terms and conditions of this RFSO, if required.

The successful proponents' unit rates and/or total pricing will not be disclosed to other proponents within the framework of a standing offer competition.

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 Post Bid Addenda

A Post Bid Addenda may be issued after the closing of the competition, if there is a change to the scope of work identified in the RFSO package. The post bid addenda will form part of the contract.

2.25 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.

2.26 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 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 it's (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 ; 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 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 one (1) year period, commencing on approximately **October 5, 2026** and will be effective until **October 4, 2027** (the "Term"). Pricing shall remain firm for the duration of the term.

The successful vendor must also be willing to enter into contract with the Broader Public Sector and other schools or offices within the HRCE, and with other Regional Centres for Education in Nova Scotia and CSAP for Fraud Risk Assessment at the specified rates and at the same terms and conditions of this RFP (4283), if required.

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.

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.

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

1. Experience and Qualifications:

- Description of past and current Fraud Risk Assessment delivered, especially those relevant to the deliverables.
- Minimum of two years of experience conducting Fraud Risk Assessment and engagements in a public sector environment.
- Demonstrated knowledge in fraud prevention, detection, investigation, reporting, government operations, and handling confidential information.

2. Proposed Work Plan

- Fraud Risk Assessment Plan
- Fraud Risk Assessment Report
- Executive Summary
- Fraud Risk Register/Matrix
- Management Presentation

3. References

- Include Three (3) references from clients who have obtained Fraud Risk Assessment similar to the scope requested in this RFSO within the last seven (7) years.

4. Resources and Qualifications of Proposed Team

- Identification of team members, their roles and relevant expertise (including agents, employees, subcontractors).
- At least one team member must hold one of the following: Certified Fraud Examiner (CFE), Certified Forensic Investigation (CFI), or Specialist in Investigative and Forensic Accounting (IFA).

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.

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

Name and Title (Please print clearly)

Date

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.

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 **Fraud Risk Assessment (FRA)** 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.

There is one (1) Fraud Risk Assessment that would be required to be completed for the identified term. The Fraud Risk Assessment may contain many Fraud Risk Areas.

The successful proponent will be chosen based on the current evaluation criteria and scoring.

Key Objectives and Comprehensive Scope:

The FRA's purpose is to identify areas vulnerable to fraud, evaluate current controls, and recommend improvements by department. The scope should span the entire organization, by department, with special focus on areas handling funds or assets. This ensures no critical process or fraud risk domain is overlooked.

Key Deliverables:

1. Fraud Risk Assessment Plan

- Structured Methodology
- Planning and Initiation
- Fraud Awareness and Risk Identification
- Process Walkthroughs and Control Review
- Risk Assessment and Analysis
- Recommendations
- Reporting and Communication
- Timelines and Milestones

2. Fraud Risk Assessment Report

A comprehensive written report detailing the assessment's findings. This report should include:

- a) a list of identified fraud risks across the organization and by department.
- b) an evaluation of existing controls for each major risk (noting any control gaps or weaknesses),
- c) an assessment of the risk level (likelihood and impact) for each fraud scenario – both inherent and residual risk levels after considering controls and
- d) recommendations for risk mitigation for each high or medium risk. The report should prioritize risks (e.g., highlighting which areas pose the highest fraud exposure) and link recommendations to specific issues.

3. Executive Summary

A concise summary (a few pages or slides) highlighting the key findings and recommendations. This is aimed at senior leadership and the audit committee, focusing on the most critical fraud risks identified, overall conclusions on the organization's fraud risk profile, and high-level recommended actions. It distills the full report into an accessible overview for decision-makers.

4. Fraud Risk Register/Matrix

A tabular fraud risk register compiling each identified risk with columns for details: risk description, category, inherent risk rating, existing controls, residual risk rating, and recommended actions. This may be delivered as an appendix or separate document/spreadsheet. It serves as a practical tool for management to monitor fraud risks and track mitigation efforts going forward. This can be included in the report.

5. Management Presentation

A presentation or workshop with management and stakeholders to communicate results. This session should allow management to ask questions and clarify the next steps. It should also serve as a knowledge transfer opportunity – building fraud awareness among management and establishing ownership of remediation plans.

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

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".
 - (viii) an installation floater to the value of the project
 - (ix) insurances must be Primary & Non-Contributory
 - (x) a waiver of subrogation to be included
- (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, 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 always comply with the Nova Scotia Occupational Health and Safety Act, Regulation and Code, and its amendments thereto.

In accordance with the Nova Scotia Government's Public Procurement Policy, the HRCE-Halifax Regional Centre for Education 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.

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 always make the school site a safe environment.

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. 2026.

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 Standing Offers 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 XXXXXX 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 XXXXXX in the Response made certain representations with respect to its capabilities. NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, and such further valuable consideration, the sufficiency of which is acknowledged between the parties, the parties agree as follows:

SCOPE OF SERVICES

- 1.0 The services to be performed by the 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.
- 15.2 **In accordance with the Nova Scotia Government's Public Procurement Policy, the HRCE-Halifax Regional Centre for Education 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.**

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>_____</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> <p>_____</p>
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CONTRACT SCHEDULE “1”

HRCE RFSO DOCUMENT – ATTACHED

CONTRACT SCHEDULE “2”

CONTRACTOR’S RESPONSE TO RFSO – ATTACHED

APPENDIX B – PROPONENT INFORMATION FORM

<p>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.</p>	
Full Legal Name	
Any Other Relevant Name under which Proponent Carries on Business	
Street Address	
City, Province Postal Code	
Phone Number	
Company Website	
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 # (required if you do not have an HST or NS Registry of Joint Stock #)	

I/WE, the undersigned, having carefully examined the **RFSO #4283 FRAUD RISK ASSESSMENT 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 #4283 FRAUD RISK ASSESSMENT 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 FRAUD RISK ASSESSMENT Rates for a period of one (1) year.

Company Name

Authorized Signature

Date

Name and Title (Please Print)

The Proposal MUST follow the two-file submission method.

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

1.0 TECHNICAL SUBMISSION

Refer Section **2.10 Evaluation Criteria & Section 4.0 Specific Response, Section 9.0 Scope of Work** 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. Experience and Qualifications:
2. Proposed Work Plan
3. References
4. Resources and Qualifications of Proposed Team

2.0 PRICE SUBMISSION

2.1 Price – Identified Services

Pricing Form - Refer **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

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 that includes Appendix C** 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, Section 9.0 The Scope of Work and the Technical Specifications included in the RFSO.
- **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 and Section 9.0 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.