Halifax
Regional Centre for Education

REQUEST FOR PROPOSAL

4295

ELEVATOR AND LIFT MAINTENANCE SERVICES

Closing Date: **Friday, November 27, 2026**
Closing Time: **2:00 pm (Atlantic Standard Time)**

RFP Remittance Information:
Halifax Regional Centre for Education
Submission via Email Only: hrcetenders@hrce.ca

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

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

To obtain documents:

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

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

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

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

The Terms and Conditions of the RFP 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 RFP prior to submitting a Proposal/Bid.

1.0 INTRODUCTION

1.1 The Halifax Regional Centre for Education

The Halifax Regional Centre for Education ("**HRCE**") operates English public schools throughout the Halifax Regional Municipality. The HRCE employs more than 11,000 staff who serve more than 60,000 children, students and families in 136 schools. The HRCE is the largest school system in Atlantic Canada, providing high-quality education to every student every day. The annual operating budget for the HRCE is approximately $924M.

1.2 Purpose of this Request for Proposal

This REQUEST FOR PROPOSAL("RFP") is to invite experienced and qualified Proponents to submit their detailed proposals for **ELEVATOR AND LIFT MAINTENANCE SERVICES** to satisfy the requirements of the HRCE for the services set out in this RFP ("**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 RFP 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 three (3) year term with the option to renew for two (2) additional one (1) year terms.

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

1.3 Proposal Categories

Proponents may submit a Proposal for any one of the following service categories as outlined in the Scope of Work:

a) **Elevators and Lifts** – maintenance services for both elevators and lifts;
b) **Elevators Only** – maintenance services for elevators only; or
c) **Lifts Only** – maintenance services for lifts only.

Proponents must clearly identify in their Proposal the service category for which they are submitting.

HRCE reserves the right to award the requirements of this RFP in whole or in part and may award separate Contracts for elevator services and lift services, or a single Contract for both service categories, based on the Proposals received and the evaluation conducted in accordance with this RFP.

1.4 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.

HRCE reserves the right to award one or more Contracts under this RFP, including separate awards for elevator services and lift services, or a combined award for both service categories.

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

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 RFP and award of Contract is current as of the release date of this RFP. The 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 RFP	**November 16, 2026**
Close Date	**November 30, 2026**
Contract Award	**To be determined**
Commencement of Obligations	**January 1st, 2027**

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

1.6 It is imperative that the HRCE does not experience disruption in services as part of the **transition process**. The successful proponent will be responsible to carry out all activities as part of the transition of services are completed within a 30-day time frame without an interruption to the new contract commencement date.

1.7 The successful vendor must also be willing to enter into contract with the Broader Public Sector and other schools within the HRCE, and with other Regional Centres for Education in Nova Scotia and CSAP at the specified rates and at the same terms and conditions of this RFP, 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 RFP 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 RFP prior to submitting a Proposal/Bid.**

2.0 RFP 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 RFP process.

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

2.1 RFP Terminology

Throughout this RFP, terminology is used that describes the importance of each requirement. Such terminology is as follows:

"Must", "Mandatory", "Shall"	A requirement that MUST be met in a substantially unaltered form the failure of which shall result in a non-conforming bid;
"Should", "Desirable"	A requirement having a significant degree of importance to the objectives of this RFP; and
"Optional"	A requirement not considered essential, but for which preference may be given.

2.2 Glossary of Terms

In addition to terms defined elsewhere in this RFP, the following terms shall have their corresponding meanings:

"Proponent"	**A person, firm or company submitting a Proposal in response to the RFP.** **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 RFP 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"**
"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 RFP 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 RFP 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.**

"Service Category" means one of the following categories for which a Proponent may submit a Proposal:

a) Elevators and Lifts;
b) Elevators Only; or
c) Lifts Only.

"Elevators" means the elevating devices identified as Elevators in Schedule "A" and the applicable equipment or device listing.

"Lifts" means the elevating devices identified as Lifts in Schedule "A" and the applicable equipment or device listing.

"Combined Proposal" means a Proposal covering both the Elevator and Lift service categories.

2.3 The General Response (Where applicable)

Proponents 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:

- 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 as deemed appropriate in order your organization 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.

The Proponent must clearly identify its selected Service Category in both the Technical Submission and the Price Submission. A Proponent submitting for both Elevators and Lifts shall submit one Technical Submission and one Price Submission unless otherwise directed in Schedule "A". Price Negotiations will not be entertained during this process.

The Technical Submission must address the Proponent's qualifications, staffing, experience and service capability for each Service Category included in its Proposal.

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 RFP 4295**

b. The bidder must provide with the submitted RFP document a letter showing they are in good standing with the Worker's Compensation Board (WCB) and a Certificate of Recognition (COR) from Nova Scotia Occupational Health and Safety.

c. The bidder must provide with their proposal an insurance certificate showing proof of insurance as specified Section 10.0 of the RFP.

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 Confidentiality and FOIPPA

Information pertaining to HRCE obtained by the Bidder, its employees and agents as a result of its participation in this RFP, 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.

2.6 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 RFP 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.

2.7 Place and Time for Proposal Submission

The HRCE will receive submissions by email 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. If the email attachment sizes are larger than 30mb please reach out to the procurement contact**.** If you encounter difficulties kindly contact the HRCE purchasing team for further clarification.

The technical submission file should be in PDF format and named:

- **Technical Submission_4295_[Service Category]_[Proponent Name].pdf**

The pricing file should be in Excel format and named:

- **Price Submission_4295_[Service Category]_[Proponent Name].xlsx**

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

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

2.8 Communications during Bidding Period

Questions, clarification or information regarding the RFP process or the Project Scope **must** be directed exclusively to the HRCE Contact identified above and **must** be submitted by email to hrcetenders@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 RFP 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. HRCE may, in its sole discretion, determine that such information should result in a revision to this RFP, 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.

2.9 Evaluation of Proposals

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

Upon receipt of Proposals, the HRCE will screen each to ensure the Bidder's compliance with the requirements of this RFP 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 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):

The 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.

Proposals will be evaluated within the applicable Service Category identified by the Proponent. HRCE may conduct separate technical and price evaluations for:

a) **Elevators Only,**
b) **Lifts Only, and**
c) **Elevators and Lifts as a combined award.**

For evaluation purposes, pricing for one Service Category will not be directly compared with pricing for a different Service Category.

Proponents submitting a Combined Proposal must provide separate pricing for Elevators and separate pricing for Lifts.

EVALUATION CRITERIA		SCORE
Technical Submission	**Service Ability, Qualifications, Experience & Customer Service of the Proponent in an Education setting or similar setting:** ***(Describe in detail including relevant examples)*** • Ability to provide a reliable service to the schools/offices at the HRCE. • Dedicated Account Rep for Contract and Project matters. • Project Team member experience and qualifications to service the HRCE. • Demonstrated expertise in a similar environment • Demonstrated high levels of customer service	**15%**
	Safety Documentation: • Procedures and measures • Supporting documentation used as part of this contract • Include copies of WCB and other relevant safety documentation.	**10%**
	Service Guarantee & Warranty: • Warranty Period and Supporting Details • Response times to HRCE Requirements – Include the response times for inquiries, service requests, replacements. Clearly indicate the total Leadtime associated with the service being provided. • Report Generating Abilities to meet the requirements of the HRCE	**15%**
	References: Include 3 Reference Letters from Clients (or Reference Contact Details) in similar projects within the last 5 years, detailing the Project Scope, Client's overall satisfaction of your firm's performance in on time - product delivery, customer service and product availability. References will be evaluated in relation to the Service Category submitted. *It is preferred that a reference letter from the client is submitted. The reference may be contacted based on the need. Kindly inform the reference to respond promptly to either a call or email, where applicable.*	**10%**

Pricing Submission	**Price Structure:** • Prices to remain firm for a three (3) year period from the start of the term. • Potential increases for the optional two (2), one (1) year options to be clearly stated in the proposal where possible • Proposed rate increases should be within a reasonable limit such as within the CPI for further consideration. • Increase in price due to inflation, exchange rate fluctuations, etc. to be clearly communicated to HRCE Purchasing and agreed upon before adjustment.	**50%**
	TOTAL SCORE	**100%**

Technical Submission

1. The '**Technical Submission'** of the proposal will be opened, and a technical evaluation will be performed by the Evaluation Team.
2. **The 'Technical Submission' of the proposal will be scored further to the technical criteria listed in the chart above. The Proposal Response should follow the same Sequence as listed in Section 2.9.**
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.
5. Without limiting the generality of the foregoing, HRCE reserves the right to consider a Proponent's past performance or conduct on previous contracts with the HRCE within the last three (3) years for similar or related service in making this determination.
6. Experience, qualifications, staffing and references will be evaluated in relation to the Service Category submitted. A Proponent submitting for both Elevators and Lifts must demonstrate its ability to perform the requirements applicable to both categories.

Pricing Submission

Pricing shall be in accordance with the evaluation criteria established in section 2.9.

Pricing Formula

Upon determining the evaluated price for each applicable Service Category, the following formula will be applied separately within that Service Category.

Price Score = value of score x (Low bid / Your bid)

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

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.

Pricing will be evaluated on the total price on each service category.

Price negotiations will not be entertained during this process.

Total RFP Score

The total RFP 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(s).

2.11 Revisions

Should the HRCE determine in its sole discretion to revise any part of this RFP prior to the Close Date, the revisions will be provided in writing to all Bidders though the issuance of an addendum. Proponents must notify the HRCE Contact by email at hrcetenders@hrce.ca no less than five (5) working days before the RFP 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 RFP 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 RFP.

Bidders may submit proposals at any time prior to the closing date and time. Proposals submitted in error (prior to closing) may be withdrawn only upon agreement by the HRCE. Once the RFP has closed, proposals are considered 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 Contact 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 RFP 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 the HRCE and will not be returned.

2.15 Release of Bidder Information

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

2.16 Liability for Errors

The HRCE or its agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to any questions of 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 RFP (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 shall exclude tax. Prices included in the Proposal shall be DDP. Destination to the designated Site(s) within the Halifax Regional Municipality, Nova Scotia unless clearly stated otherwise. Discounts offered for early payment **must** be clearly stated. **Pricing shall be in accordance with the evaluation criteria established in section 2.9. 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 proponents responsibility to ensure the price is maintained during the term.

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

In its sole discretion, the HRCE may include additional schools 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.

The HRCE may add or remove sites or elevating devices during the Contract term. A device added to the Elevator category may be assigned to the Elevator Contractor, and a device added to the Lift category may be assigned to the Lift Contractor, at the applicable unit rate set out in Schedule "A". Where no directly applicable rate exists, pricing must be agreed upon in writing before the services commence.

Charges for a removed device will cease on the effective date specified by HRCE. Any resulting price adjustment will be calculated using the applicable unit rate in Schedule "A".

2.22 Hardware Proposal and Specification

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

2.23 Proposal Validity

To enable HRCE to complete its approval processes, Proposals submitted **must** remain valid for a period of not less than ninety (90) 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 maybe issued after the closing of the competition, if there is a change to the scope of work identified in the Tender/RFP package. The post bid addenda will form part of the contract.

2.25 Bidder Debriefing

The 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 RFP 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.

2.27 Award of Contract

Without limiting the generality of the foregoing, the HRCE reserves the right to consider a Proponent's past performance or conduct on previous contracts with the HRCE within the last five (5) years for similar or related service in making this determination.

2.27.1 Basis of Award

The HRCE may move forward with:

a) one award for both Elevators and Lifts;
b) one award for Elevators and a separate award for Lifts;
c) an award for only one Service Category; or
d) no award for one or both Service Categories.

A Proponent that submits a Combined Proposal is not guaranteed an award for both Service Categories. Unless the Proposal expressly states otherwise, HRCE may accept the Elevator portion or the Lift portion separately, based on the category-specific pricing provided in Schedule "A".

If a Combined Proposal is conditional upon the Proponent being awarded both Service Categories, the Proponent must identify that condition clearly in its Technical Submission and Price Submission.

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 RFP and the Proposal (with the RFP taking precedence in the event of any inconsistency or conflict of terms) shall govern such agreement. Such contract shall remain binding upon 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 a purchase order (PO) to the Bidder with respect to this RFP, 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 RFP.

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 RFP. 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 RFP 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 RFP and any documentation issued or executed pursuant to and the Proposal, this RFP and such documentation shall take precedence over the Proposal.

3.3.3 The resulting Contract will identify the Service Category or Service Categories awarded to the successful Proponent. The Contractor will be responsible only for the devices and locations

assigned to it under the Contract, as amended from time to time in accordance with the Contract.

3.4 Term of the Contract

Unless otherwise specified in any subsequent documentation, the length of the Contract will be for a three (3) year period, commencing on approximately **January 1, 2027** and will be effective until **December 31, 2029** with the option to renew for two (2) additional one (1) year terms, exercisable by HRCE in writing, in its discretion (the "**Term**"). Pricing shall remain firm for the duration of the term and any increases to pricing thereafter must be specified in the Proposal.

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

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

3.5 Governing Law

This RFP and any Proposal shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, excluding any conflict of laws 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 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 2.9 Evaluation Criteria for the Technical Submission Scoring for detailed guidance.

1. Service Ability, Qualifications, Experience & Customer Service in an Education Setting
2. Safety Documentation
3. Service Guarantee and Warranty
4. References

Your Contractual Terms

List separately any contractual terms which must be included as part of the Contract if awarded to your organization and which would be a condition to HRCE's acceptance of your Proposal.

List separately any contractual terms which your organization 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 the 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 RFP and agrees to be bound by its terms and conditions. The undersigned further confirms and agrees that the person whose name is set out below is fully authorized to represent the company and to bind it to this Proposal and the Contract awarded pursuant to it and in all matters relating to or arising out of the subject matter of this Proposal.

_____

Company Authorized Signature

_____

Date, Name and Title (Please Type)

5.0 HRCE DISCRETION

The Bidder hereby acknowledges that:

a) The 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 RFP, 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 RFP 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; and

ix) any other consideration in HRCE's discretion;

c) The 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) The HRCE shall not at any time have any obligation to deal exclusively with the Bidder. The 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) The HRCE reserves the right to award the contract to one or more service providers who submit proposals for this competition.

f) The HRCE reserves the right to conduct a quarterly review of vendor performance in respect to the deliverables of this project.

6.0 LIMITATION OF LIABILITY

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

7.0 BID REJECTION

The HRCE shall not accept any bids to this RFP 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 RFP with the HRCE, its employees or agents.

8.0 BILLING/PAYMENT INFORMATION

The HRCE pays Net 30 days from date of invoice.

Invoices shall be submitted by the Service Provider to:

Halifax Regional Centre for Education,

Attention: Accounts Payable

by email only to: **accountspayable@hrce.ca**

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

Bidders are advised that the HRCE issues payments by EFT (Electronic Funds Transfer). As such, payments are issued by 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 RFP offer is to invite experienced and qualified Proponents to submit their detailed proposals for the supply of **Elevator and Lift Maintenance Services** to satisfy the requirements of the HRCE for the services set out in this RFP ("**Proposal**"). Please refer **Section 2.9 Evaluation Criteria** and **Section 4.0** of this RFP.

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

The RFP requires for the provision of inspection, maintenance, repair, and lifecycle support services for elevating devices owned and operated by the Halifax Regional Centre for Education (HRCE).
The Contractor shall provide all labour, supervision, materials, tools, equipment, and services required to ensure all elevating devices operate safely, reliably, and in full compliance with applicable legislation, including:

- Nova Scotia Elevators and Lifts Act
- Nova Scotia Occupational Health and Safety Act
- CSA B44 Safety Code for Elevators and Escalators
- CSA B355 Lifts for Persons with Physical Disabilities
- The intent of this Agreement is to:
- Ensure continuous safe operation of all devices
- Minimize service interruptions and operational disruptions
- Maintain full regulatory compliance
- Support long-term asset performance and lifecycle management

No extra costs will be allowed for any labour or material necessary to perform the maintenance, testing, inspection, adjustment or repair work, to obtain the desired performance results of contract.

All work under this contract shall be performed during regular hours and working days of the elevator trade. Those being 8:00am to 5:00pm, Monday to Friday - unless noted otherwise.

The elevating device contractor agrees to provide twenty-four (24) hours per day 7 days a week regular time and overtime callback service at no additional cost to Owner. Response to a service callback will be as soon as possible and shall be within time limits specified in Section Response times and includes holiday periods. A regular time or overtime service callback for this purpose, is defined as whenever the elevating device equipment is out of service or malfunctioning in the opinion of the caller.

The removal of elevating devices from service for maintenance shall be coordinated with and approved by the Owner.
Where a device is referred to in the singular, it is intended that such references shall apply to as many such devices as are required to obtain the desired effect and result.

The contractor shall maintain all elevating device equipment in a safe operating condition within the manufacturer's proper operating limits and original specifications, with minimum elevating device callbacks and shutdowns. When implemented by the Provincial Elevating Device Authority Having Jurisdiction, a written Maintenance Control Program (MCP) specifically designed for each individual elevating device shall be included under this contract. Include any unique or product specific procedure or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests. The elevating device contractor shall submit to Owner an electronic version of all MCP or maintenance service activities detailing maintenance tasks being completed on Halifax Regional School Board elevating devices.

Contractor shall maintain, test, adjust, inspect, repair or replace, as and when required:

All mechanical, hydraulic, electrical, electronic parts and software used for elevating device operation, including, but not limited to:

Power devices, power conversion, drive machine, sheaves and bearings, worm shaft and thrust bearings, re-groove drive sheave, gear oil, packing.

- Hydraulic power unit- pump, motor, oil reservoir, control valves, hydraulic piping and supports, couplings and gaskets, plungers, cylinders, mufflers, packing.
- Brake components and brake linings.
- Traction and deflector sheaves.
- Motors – generator & rotating electrical equipment, armature, commutator, field coils, interpole coils, brushes, brush holders, rotor, stator windings, slip rings, motor bearings, motor oil.
- Brake and relay coils.
- Controller components including relays, transformers, contacts, solid state components, timing devices, resistors, regulators, leads, selector boards, electrical or mechanical drive components.
- PC boards and all microprocessor components.
- Discrete and chip logic devices.
- Dispatching equipment and time clocks for peak periods.
- Travelling control cables, controller-hoistway and machine room wiring.
- Hoisting ropes (suspension means), governor and compensating wire ropes/chains.
- Compensating sheave.
- Car and counterweight buffers.
- Car and counterweight guides.
- Car and counterweight frame.
- Car and counterweight safety devices and governors including sheaves, bearings, shafts, contacts and jaws.
- Car and counterweight rails.
- Door operator drive and operating equipment.
- Door linkage, door hardware, control devices.
- Position encoding and decoding devices.
- Hoistway switches.
- Hall and car signal and operating devices. Including two way communication means (emergency phone) located inside of elevator.
- Lobby panels, operating and monitoring devices.
- Maintenance instructions, manuals, log books, wiring diagrams and Maintenance Control Program documentation.
- Accessory equipment including all elevating device equipment installed prior to commencement of this contract unless specifically excluded in this contract.
- In-car emergency lighting system / components.
- Load weighing equipment.
- Hoistway door interlocks and hangers, tracks and related door hardware.
- Car door safety edge protective devices.
- Hydraulic cylinders/plungers and above ground piping / gaskets.
- Emergency brakes and related components/systems.
- Screw and nut drives – Rack and Pinion drive
- Chain and rope chain including sprocket drives

Except where damage has been caused by the malfunction of items covered by this specification, elevating device contractor shall not incur cost to repair or replace:

- Hoistway and car door frames and panels.
- Hoistway sills.
- Entrance finishes.
- Car enclosure including ceiling, light fixtures and wall panels.
- Handrails.
- Floor coverings including subfloors.
- Buried to-and-from piping or in ground hydraulic cylinders.
- Security Systems

No proration of equipment or parts shall be allowed on this elevating device maintenance specification.

For those elevating devices that have microprocessor equipment used in the elevating device system, the elevating device contractor shall have all diagnostic equipment, solid-state circuitry spare parts, training, adjustment tools, test gauges, full reprogramming capabilities and necessary tools to measure the integrity of the suspension means. The elevating device contractor shall have original equipment manufacturer (OEM) operational and maintenance manuals, as well as any necessary technology to maintain the existing elevating device equipment.

For the purpose of this contractual contingency, Component Obsolescence shall be defined as the inability to purchase and/or otherwise repair parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Obsolescence shall not be allowed when replacement parts, components or assemblies of equivalent design and functionality are readily available in the market.

In the event equipment and/or a component part thereof, as covered under this contract, cannot be replaced on a direct exchange basis or repaired using readily available components and labor, the condition shall be reported to the Owner. The Owner must be satisfied that such parts/components are not available from other suppliers.

Provide assistance and access to the Owner, or Owner’s representatives, to test, inspect, repair or replace any equipment located in the hoistway / machine room areas not accessible to persons other than the elevating device contractor (i.e. smoke detector, light fixtures or electrical outlets etc). This assistance is to be coordinated with Owner and provided during regular working hours and is to be at no extra cost to the Owner.

The elevating device contractor shall coordinate with Owner and shall assist with scheduled testing of the elevating device(s) emergency power operation and firefighter’s emergency operation. The testing shall be completed during regular time hours at no extra cost to Owner.

Elevating device contractor shall provide at no cost to Owner, a 24-hour answering service (phone line monitoring) to monitor each elevating device emergency telephone located inside the elevating device. The answering service shall be able to identify building location and elevating device designated identification number/letter, phone monitoring shall comply with applicable safety codes. There shall be no additional cost to Owner for the setup/program/monitor of emergency phones to comply with applicable safety code requirements. The Owner is

responsible for and will provide an operating phone line to elevating devices equipped with an emergency telephone (two-way communication). Phones (two-way communication) shall be maintained and are the responsibility of the elevating device contractor as outlined herein.

9.1 MAINTENANCE FREQUENCY & MINIMUM MONTHLY / QUARTERLY LABOUR

Perform routine maintenance and inspections of each elevating device at least once every month for elevating devices governed by the applicable CSA A17.1- B44 Safety Code for Elevators and Escalators, and at least once every 3 months for elevating devices governed by the CSA B355:24 Lifts for Persons with Physical Disabilities (latest edition and supplements). Examine the equipment and perform such additional work as required to correct malfunctions and/or to monitor complaint conditions. When a Maintenance Control Program is implemented or enforced by the Provincial Elevating Device Authority Having Jurisdiction, complete all Maintenance Control Program tasks as per MCP schedule.

Within 30 days of receiving awarded contract(s), submit a calendar schedule indicating the dates that the maintenance mechanic will be on site to carry out routine maintenance activities. Routine maintenance is to be carried out consistently during the same week of each month/quarter.

The elevating device contractor shall provide minimum monthly on-site labour for maintenance of the elevating device equipment as follows:

- For geared elevators: 2 man-hours per elevator,
- For gearless elevators: 2 man-hours per elevator,
- For hydraulic elevators: 2 man-hours per elevator.
- For dumbwaiters: 1 man-hour per dumbwaiter,

The elevating device contractor shall provide minimum quarterly on-site labour (at least once every 3 months) for maintenance on elevating device equipment as follows:

- Vertical platform lifts, stair platform lifts, stair chair lifts: 1 man-hour per lift per quarter.

At no cost to Owner and within 90 days of commencement of contract the elevating device contractor shall perform all necessary maintenance / testing to correct any deficiencies, including but not limited to:

Safeties on elevating devices shall be cleaned and examined to determine they are in a satisfactory operating condition.

Perform load safety test of safeties (car & counterweight), test over-speed governors and slack cable devices. Perform car and counterweight oil buffer tests as per applicable safety code requirements.

Hydraulic systems pressure relief valve test.

All testing shall be performed as per the elevating device manufacturer's recommendations and applicable elevating device safety code, the more stringent test requirements apply.

In the case of discrepancy between the minimum elevating device maintenance, testing, inspection frequency requirements outlined in this specification and the applicable regulations or elevating device

manufacturer's recommendations, the more stringent frequency requirement applies. The elevating device contractor shall be responsible for any additional costs related to an increase of maintenance, testing, inspection frequency due to such discrepancies.

9.2 REGULATORY REQUIREMENTS

Supply all equipment and do all work in accordance with building codes, by-laws, regulations and requirements of local, provincial and federal authorities in effect at the time of execution of work.

Supply equipment and do work in accordance with the applicable CSA A17.1-2025- B44:25 Safety Code for Elevators and the CSA B355:24 Lifts for Persons with Physical Disabilities (latest edition and supplements), provincial jurisdictions Elevators and Lifts Act, and any other codes, which may govern specific requirements of the installation. Base maintenance as a minimum, on the requirements of the applicable ASME CSA A17.1-2025- B44:25 Safety Code for Elevators and Escalators and B355:24 Lifts for Persons with Physical Disabilities.

Test the safety operating equipment as often as required by, and in a manner acceptable to, the Provincial Elevating Device Authority Having Jurisdiction. Assist the Provincial Elevating Device Authority Having Jurisdiction as required in the performance of their inspections and tests at no extra cost to the Owner. Elevating device contractor shall include and perform all applicable CSA B44:25 Elevator Safety Code tests in the equipment Maintenance Control Program or device maintenance logbook schedule. Periodic Tests including all Category 1 and Category 5 tests shall be performed on all elevating devices as required by the applicable safety code at no extra charge to Owner. Elevating device equipment which is governed by the CSA B355:24 Lifts for Person with Physical Disabilities shall have equipment device maintenance, inspections and tests procedures conducted in accordance to manufacturer's recommendations and Annex B of the applicable CSA B355:24 Lifts for Persons with Physical Disabilities safety standard.

Comply with all instructions from the Provincial Elevating Device Authority Having Jurisdiction within the time limits specified on their report and advise the Owner on elevating devices upon completion.

Notify the Owner immediately if an instruction from the Provincial Elevating Device Authority Having Jurisdiction cannot be completed on time due to a delay in providing the instruction by the Owner.

Provide advice and recommendations to the Owner as and when required to assist the Owner in ensuring compliance with the Owner's obligations under the applicable regulatory requirements.

Failure to comply with the foregoing requirements shall render the Contractor liable for any re-inspection fees.

The elevating device contractor will provide to the Owner, as part of this contract, any report (including condition report) required by the Provincial Elevating Device Authority Having Jurisdiction (AHJ) with regard to application for renewal of elevating device licence /permit. This report is to be provided 60 days prior to renewal date of the elevating device license/permit at no cost to Owner.

The elevating device contractor certifies that there are no existing regulations that would affect the performance of this Contract. The contractor shall give prompt notification to the Owner in writing of any existing regulations or requirements that might affect the performance of this Contract.

9.3 PURPOSE

Provide maintenance, testing, inspections and repairs, aimed at prolonging the equipment life with continual performance quality as for a new installation, so as to secure the Owner's equity. Maintenance under this Contract shall be consistently high quality to protect all elevating device equipment from deterioration and to provide performance to manufacturer's specifications for all equipment.

Keep the equipment in substantially new running condition. Maintain its performance in accordance with the original design speed for each elevating device, in feet per minute, the original performance times, which includes acceleration and retardation, as designed and installed by the manufacturer. The Contractor will also perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes. If original equipment specifications are unavailable or do not list performance parameters, maintain the performance in accordance with the requirements of this specification and accepted safety codes and industry minimum standards.

9.4 PRE INSPECTION OF EQUIPMENT AND CONDITIONS AT BUILDING SITES:

Prior to bidding, bidders (elevating device contractors) are encouraged to visit the job site and inspect each elevating device to establish to their satisfaction the condition of the equipment to be maintained and any other conditions affecting the work to be performed. This equipment is offered in an "as is" condition. No claims shall be allowed for correction of deficiencies claimed to exist prior to award of contract.

Particularly note the condition of:

- Support areas for beams, brackets, etc.
- Divider beams.
- Pit drainage.
- Access means to the pit, hoistway and machine room.
- Suitability of all power sources, illumination and ventilation systems.
- Drive machine – control valves and their power sources.
- Traction and deflector sheaves.
- Car and dispatch system controllers.
- Floor selector and/or position encoder.
- Car and counterweight rails.
- Counterweight safety (if any), and guides.
- Car sling, safety and guides.
- Car platform and isolation devices.
- Cars cab, steadiers, and fan.
- Hoistway door panels, frames, sills.
- Door operator, supports, linkages and associated hardware.
- Buffers and pit steel.
- Hoisting, compensating and governor ropes.
- Travelling cable and hoistway wiring, as well as machine room wiring.
- Governor system.
- Hall and car operating stations, signal fixtures and two-way communication devices.
- Monitor and control panels.

- Wiring diagrams and equipment literature.

9.5 MINIMUM STANDARD

The elevating device contractor shall perform to the performance specifications of the latest and applicable
editions of the ASME A17.1-2025/CSA B-44:25 Safety Code for Elevators also and the CSA B355:24 Lifts for Persons with Physical Disabilities as a minimum standard. The contractor shall maintain the elevating device systems at all times in the same or better condition as at the beginning of the term of this contract.

The elevating device contractor acknowledges and agrees that the Owner is relying on the skill and expertise of the elevating device contractor in the provision of the services. As such, the contractor shall perform the services in accordance with the level of skill and standard of quality expected of elevating device contractors in the industry and in accordance with any and all applicable codes and qualifications as required by the applicable provincial and federal legislation.

9.6 ELECTRICAL WIRING DIAGRAMS

Review all wiring diagrams and applicable equipment documents available from the building Owner. When necessary and at no cost to Owner provide sets of field wiring and straight-line wiring diagrams showing all electrical circuits in the hoistway, machine room and fixtures. Install one set coated with an approved plastic sealer and mounted in the elevator machine room.

In the event field modifications are necessary to wiring diagrams during maintenance contract term, diagrams shall be revised to include all corrections. There shall be no cost to Owner for modifications or updates of elevating device wiring diagrams.

As part of the schematic diagrams, incorporate a reference index listing the location of all electrical components, and the wiring interconnections, such that the position of any device on the drawings can be readily determined.

9.7 NOTICES - DEFAULTS

The HRCE maintenance specifications are intended to protect the building

Owner against default on the part of the elevating device Contractor in pursuance of his contractual maintenance obligations, and to provide guidelines by which the Owner may cite notices to the Contractor.

The elevating device Contractor shall remedy all notices in a timely manner as described herein, else Contractor shall be in default of their obligations as a maintainer, and the contract may terminate.

Guidelines to describe or define limits for notices are provided herein. Default may result from a single critical instance (such as allowing an elevating device to run while a safety device is non-functional), an on-going situation of serious proportions, or from the accumulation of a variety of intermittent situations which, in combination or as a result of persistence, so aggravate the building operations as to result in untenable conditions from the Owner’s viewpoint.

Implementation of proceedings relating to a default shall be at the sole discretion of the Owner.

A notice shall result when one or more of the following conditions occur:

- A lack of performance of any requirement of the contract.
- An elevating device situation that constitutes a safety or non-compliance violation to the applicable provincial, federal or municipal regulations or bylaws.
- Ongoing elevating device disruptions which effects normal building operations.
- A lack of preventive maintenance tasks creating excessive elevating device shutdowns.
- Ongoing excessive response times related to repair services or call backs.
- Failure to provide necessary information or services as required within these specifications.
- If any part of this maintenance contract is sub-contracted by the Contractor, without the full knowledge of and prior written consent by the Owner.
- Delayed or insufficient communications with the Owner, as to their rights or obligations under the terms of the maintenance contract.
- Failure to respond to requests or notices from the Owner.
- Failure to respond to the requirements of Provincial Elevating Device Authority Having Jurisdiction within the time frame assigned on elevating device inspection reports (deficiencies).
- Failure to source replacement parts, software, tools, test equipment technical data or manpower within 10 days of receiving a written request from the Owner.
- Improper conduct of workers, or method of repairs such as to interrupt or alter the normal operating conditions of the building(s).
- A default shall occur if a notice is not remedied to the satisfaction of the Owner.

9.8 RESPONSE TIMES

Each elevating device shall provide trouble free operation during the term of contract.

The Contractor shall generally schedule repairs with the Owner. Malfunctions which result in elevating device service disruptions, including elevating device shutdowns and passenger entrapments, shall not exceed industry averages for similar designed elevating devices.

Service call will be placed by HRCE representatives 24/7 & shall be responded to as follows:

For regular time Service call:

- Within 30 minutes (on average) of the HRCE management (or other authorized HRCE agent or representative) placing a specific call for trapped passengers and no elevating device service in the building.
- Within 60 minutes (on average) of the HRCE management (or other authorized HRCE agent or representative) placing a specific call for partial elevating device service in a building, maximum response time shall not exceed 120 minutes.

Delays caused by circumstances outside of the contractor's control, should be clearly documented and presented to HRCE upon request. Upon approval from Owner increased call back response time to specific elevating devices may be authorized.

For overtime Service call:

- Within 60 minutes (on average) of the HRCE (or other authorized HRCE agent or representative) placing a specific call for trapped passengers and no elevating device service in the building.
- Within 120 minutes (on average) of the HRCE management (or other authorized HRCE agent or representative) placing a specific call for partial elevating device service in a building, maximum response time shall not exceed 180 minutes.

Delays caused by circumstances outside of the contractor's control, should be clearly documented and presented to HRCE upon request. Upon approval from Owner increased call back response time to specific elevating devices may be authorized.

9.9 PERFORMANCE REQUIREMENTS

The Contractor shall maintain the original designed contract speeds for each elevator, and performance times, which include acceleration and deceleration, as designed and installed. The Contractor shall perform all the necessary adjustments as required to maintain the Performance Criteria as specified, within the limits of the applicable codes.

The Contractor shall include all labor, tools, technology, permits and material to provide complete equipment maintenance in accordance with the maintenance specifications.

System designed floor-to-floor times shall be maintained and are measured from the time the doors begin to close, including a typical one-floor travel and until the elevator is approximately level with the next successive floor, either up or down, and the doors are 3/4 open.

Appropriate door opening times shall be maintained and are measured from the start of a car door opening until doors are 1 " from the fully open position.

Door closing force shall not exceed the code requirements of 30 pounds and will be measured at rest with the doors between 1/3 and 2/3 closed.

Stopping accuracy shall be maintained to the manufacturer's standards at all times and shall be measured and monitored under all load conditions.

Variance from rated contract speed, regardless of load, shall not exceed +5 %.

Door close speed reduced (nudging) and code parameters. All scanners to be in a fail safe mode.

Door dwell time for car calls shall meet original equipment manufacturer settings and code compliance requirements.

Door dwell time for hall calls shall meet original equipment manufacturer settings and code compliance requirements.

Sound parameters – equipment have excessive noise shall be repaired to OEM or original standards. Includes mufflers, guide shoes, SCR drives, VVVF equipment, rollers, bearings or other replaceable parts determined to be the cause. The sound limits shall not exceed 70 dba for hydraulics and 65 dba for tractions.

Ride Quality - The equipment shall be maintained, lubricated to provide and maintain ride quality parameters specified or designed within the equipment base. If roller guide rollers, step rollers, guide devices, rails or supporting equipment and normally replaceable or adjustable parts are determined to be the cause of poor ride quality, it will be the elevating device Contractors responsibility to replace or adjust those parts at no additional cost.

In accomplishing the above requirements, the Contractor shall maintain a comfortable elevator ride with smooth acceleration, retardation and a soft stop. Power door operation when used shall be quiet and positive with smooth checking at the extremes of travel. Performance requirements indicated are minimum standards and are not the sole criteria for judging the Contractor's performance.

Items which compromise the safety of persons or property and are within the responsibilities of the elevating device Contractor, including faulty operation contrary to requirements of the governing codes and regulations and persistence of known conditions potentially capable or compromising safety.

Within six (6) months of award of contract, the elevating device contractor shall complete individual elevating device equipment description and performance reports(sheets) for the HRCE. Elevating devices listed on Appendix E shall be included on individual equipment description and performance report(s). All work to complete the equipment description and performance reports shall be at no extra cost to Owner.

The following as a minimum shall be included on elevating device equipment reports:

- Manufacturer – Installation date – NSIN#
- Machine / Drive Type
- Number and floor designations served
- Maximum Capacity (pounds/kg)
- Door Type – Opening Width
- Machine Location
- Speed (FPM)
- Door open/close times (seconds)
- Car/Hall call dwell time (seconds)

9.10 ELEVATING DEVICE REMOVAL / ADDITIONS

In the event of transfer of ownership, or sale, or permanent removal from service of any of the elevating device equipment listed on Appendix E, that part of the contract covering the equipment which is transferred, sold or removed from service shall be terminated on the date of such transfer, sale or removal from service. HRCE shall serve the Contractor with thirty (30) days' previous notice in writing to this effect. The contract price shall be amended accordingly.

If for any reason the buildings in which the elevating device equipment, or part of the elevating

device equipment listed on Appendix E will be vacated, or that the elevating device equipment will not be used for a period exceeding thirty (30) days, Halifax Regional School Board may suspend such part of the contract related to the equipment which will be out of service, by giving the Contractor thirty (30) days' notice in which to ensure that the equipment is safely and properly shut down by contractor at no extra cost to Owner. HRCE shall not be required to make payments until service is restored to device.

In the event any elevating device is removed from service for more than thirty (30) days for reasons beyond the control of HRCE, such as a fire, the HRCE shall not be responsible for making further payments.

If the work or any part thereof has been suspended by HRCE, the Contractor shall resume such work within seven (7) days after being notified in writing to do so by the HRCE.

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HRCE may add elevating device equipment to the contract upon acceptance by HRCE of a quoted price and all contract terms and conditions shall apply.

At the termination of the contract, the Contractor shall provide all records, charts, certificates and any other items as recorded in the elevating device(s) log.

The Owner reserves the right to terminate this contract upon 90 days notice, if a specific contract is signed by the Owner for the modernization of the elevating device equipment.

9.10 BUILDING ACCESS

Elevating device contractor is to call the HRCE Representatives if machine rooms cannot be accessed.

The elevating device Contractor's personnel shall sign in and sign out of the buildings at each site visit, make all required entries in log books, when requested contractor to obtain Owners signature on time tickets. During regular office hours, check in and out at the Building Management office. During after-hours, check in and out with Building Security if security is provided for the building.

9.11 MAINTENANCE LOGBOOKS

Provide & maintain in each elevating device machine room (or approved alternate location by Owner), logbooks and maintenance signage schedules as required by applicable regulatory codes, by-laws and supplements. The preventive maintenance logs and associated maintenance documents shall be the property of the Owner. Elevating device Contractor to provide and maintain maintenance logbooks at no extra cost to Owner. Indicate and provide on every visit:

- Time tickets
- Date
- Time of arrival and departure
- Name of mechanic and signature
- Type of maintenance procedure (tasks) carried out (regular or overtime; maintenance, call-back or planned repair).
- All actions taken
- Actual work performed
- Status of completion and, if not fully completed the plan for continued work.

If the work carried out is part of the regular maintenance schedule, indicate this on the maintenance Log, and check the appropriate box on the Maintenance (MCP) checklist or maintenance service log, for every elevating device.

Make all entries in ink, legible, consecutive and without blanks. Provide and keep the Maintenance Log current, on site and available for inspection by the Owner.

Completed Maintenance Logs shall be the property of the Owner.

9.12 COORDINATION

Report back to the Owner on any problems that could not be satisfactorily resolved during the visit. Explain the extent of the problem and indicate when it will be corrected. Report to HRCE management at all times if an elevating device will be left shut down and possible action taken.

When taking an elevating device out of service for any reason, post signs on the entrances of the elevating device reading “Out of Service for Maintenance and Repairs”.

9.13 TIME TICKETS

Contractor’s signed (mechanic) time tickets will be accepted as indication of work carried out.

Detail the category of work completed for regular maintenance (MCP) and/or repair visits, as well as the specific problem and action taken.

Mechanic’s time tickets will not be accepted unless they are complete, legible and have a valid ticket number or other authorization listed in the appropriate location. Failure to provide the appropriate documentation and failure to complete and sign the MCP/ Maintenance Log Forms in the elevating device room may delay processing of invoices.

9.14 MAINTENANCE PERSONNEL

Upon request provide the Owner with names of maintenance personnel assigned to the site, their positions, and indicate their training experience.

Provide a staff of working personnel (maintenance mechanic, cleaning, repair crews and (adjuster) and supervisory personnel (maintenance supervisor). Upon request state the number of mechanics and helpers, and the number of adjusters required to do the work on a regular basis. Indicate off-site personnel resources available for emergency repairs.

The Supervisor (as indicated on the Maintenance Personnel list specified above) shall plan, track and supervise all aspects of the maintenance program, including preventive maintenance, repairs, adjusting and house-keeping routines to be undertaken by working personnel.

At the sole discretion of the Owner, after a meeting with the Contractor’s District Manager, replace the site maintenance personnel within a maximum of 14 working days of written notification.

Outfit the site personnel to present a neat appearance. Limit their movement through the buildings to the actual requirements of their work.

9.15 CONTRACTOR SUPERVISOR'S DUTIES

Supervisor shall carry out equipment surveys as follows:

Carry out a preliminary survey of the equipment status within three (3) months of commencement of the contract. Carry out all work required to ascertain the status of the equipment.

Carry out a complete survey of the equipment status on a yearly basis. Carry out all work required to ascertain the status of the equipment.

If requested forward the Supervisor's Plan to HRCE for review, and meet with HRCE to discuss the contents and timing of the work.

9.16 REPORTS

Upon request prepare a written report (Call-back Report) indicating the call-backs encountered on each elevating device under the Maintenance Program. Include the following information:

The Call-back Report should be provided on electronic spread sheet, updated every month, and e-mailed to the HRCE Operations representative. All mechanic time tickets, including routine maintenance and call-back, should be scanned and arranged in electronic files for each building.

Present the information per building.

Discuss the contents of the report with the Owner. Include background information as required to illustrate the nature of the problem and their resolutions. Provide relevant technical information and relevant personnel to facilitate review and planning.

In addition to all required activities under the maintenance program, and notwithstanding any requirements thereof, carry out this work based on current monthly call-back rates (call-back rates to be averaged per group):

Provide on-site, adjuster level personnel to troubleshoot problems when the call-back rate exceeds 2 calls per car per month. Continue to troubleshoot with these personnel until problems are resolved. Provide Call-Back Reports weekly until the rate to 1 call per car per month.

Provide, on site, both adjuster level and field engineering personnel to troubleshoot problems when call-backs exceed a rate of 2.5 calls per car per month. Continue to troubleshoot with these personnel until problems are resolved. Provide Call-Back Reports weekly until the rate drops to 1 call per car per month.

9.17 COMMUNICATION

It is expected that the Contractor, primarily through the assigned mechanic, shall maintain good communications with the HRCE representatives regarding the following:

- Prompt notification of major work required, safety related or serious problems, and unusual circumstances.
- Notification of any damaged or abused equipment.
- Notification of any equipment not operating as designed.
- Notification of shutdown of any equipment.
- Communication with the manufacturer to determine required modification to equipment or servicing methods and adjustments.
- Feedback of maintenance problems and equipment performance through well documented time tickets and call back report.

9.18 BARRIERS

The Contractor shall provide barricades where necessary in order to maintain adequate protection of areas in which work is being performed. Barricades are to be used to ensure public safety, especially in and around hoistway /escalator openings.

9.19 EQUIPMENT REPAIRS

Advise the Owner two weeks in advance of scheduled repairs, immediately in the case of non-scheduled repairs, and immediately if equipment is required to be taken out of service. Indicate the probable length of time required for completion of the repair.

Communicate the status of all repair work to the HRCE representative both at the beginning and close of the normal working day.

Contractor shall not proceed with overtime repairs which are not covered under this contract without first obtaining authorization in writing from Owner. Advise and discuss with the Owner the relative merits of completing the work during overtime or regular hours.

9.20 SAFETY DEVICES

Do not permit equipment to operate while any mechanical or electrical safety device is inoperative, or at the point of impending failure.

In the event that any of the emergency safety devices such as final limits, safety operated switches, governor switches, overspeed devices, car safeties, are activated while the

elevating devices are in use by the public, the contractor shall submit a written report to the Owner detailing the incident and the corrective action taken.

9.21 REGULATORY INSPECTIONS

Carry out all instructions of the inspecting Provincial Elevating Device Authorities Having Jurisdiction, except those, which are the Owner's responsibility and/or result from changes to current codes, within the allocated time of the notice of deficiency. The contractor shall notify the Owner in writing what corrective action has been taken.

9.22 OWNER'S INSPECTIONS

Contractor shall co-operate with the Owners Representative twice a year to make inspections to ascertain that the requirements of this specification are being fulfilled. Deficiencies noted shall be promptly corrected at Contractor's expense. If Contractor fails to perform the work required by the terms of this specification in a satisfactory manner, Owner may, after 10 day's written notice to Contractor, perform or cause to be performed, all or any part of the work required. Contractor agrees that he/she will reimburse Owner for any expense incurred therefore, and the Owner at their election may deduct the amount from any sum owing the Contractor. A waiver by the Owner on a breach by the Contractor regarding any provision of this specification shall not be construed as a waiver of any subsequent breach by the Contractor**.**

9.23 ACCIDENT / INCIDENT REPORTING

In the event of accidents / incidents of any kind, the Contractor and/or Owner shall contact the other party immediately and furnish the other party with copies of all accident reports. The reports shall be sent without delay and at the same time that they are forwarded to any other parties. The Contractor shall assist the Owner in proper reporting to the prevailing Provincial Authority Having Jurisdiction in the time frame mandated by prevailing regulations. The Contractor shall provide technical personnel in any investigative process needed to determine the cause of the accident/incident.

9.24 EMPLOYEES OF THE ELEVATING DEVICE CONTRACTOR

The elevating device contractor agrees that all work shall be performed by and under the supervision of skilled, experienced elevating device service and repairmen directly employed and supervised by the elevating device contractor and certified by the applicable Provincial Elevating Device Authority Having Jurisdiction.

9.25 CHECKS EACH VISIT (as a minimum)

- Ride each elevating device and observe performance, leveling, floor stops, door opening and closing operation and noise.
- Test safety edges, photo eyes, detectors, door open buttons, fan and alarm bell.
- Check for proper car and hall button operation and all indicator illuminations and lantern operations.
- Operation of door equipment solenoids.
- Unusual noises.
- Wear and adjustment of controller relays, selector or stepping relay contacts and moving parts.
- Operation of the machine and operation of control valves.

MONTHLY CHECKS

- Clean and inspect car top, operating switches, door operator and controls, car door hangers, gibs, detectors and/or photo eyes and safety edges. Lubricate and adjust door operator and door accessory equipment.

- Clean and inspect governor tension sheave, car and counterweight buffers, compensating sheave assembly. Clean pit and check safety plank and travel cable loops. Check the pits, and report any water conditions to the Owner.

- Check the machine for oil leaks, and seal as required. Ensure that proper oil levels are maintained.

- Clean and inspect machine, braking systems, controller, selector, motor, motor generator/SCR and governor.

- Clean and inspect hoistway door hangers, interlocks, linkage, pick up assembly, door gibs, non-vision wing and hoistway switches.

- Check service and any other utility switches, if damaged, replace with same type key switch.

- Clean machine room, check commutators and brushes, clean and adjust controller and selector contacts and relays.

- Check car and hall fixture lamps, leveling and floor stops, alarm bell and emergency stop, inspect travel cable.

- The Contractor shall check the phone line and connection in each elevating device at least monthly. The phones shall be programmed to the Contractor's answering system at no additional charge to Owner.

- Check for leaks in power unit, hydraulic control valve, silencer, sound couplings and oil line.

- Clean and inspect hydraulic plunger, seals and packing. Check jack oil drip container

- Check the hydraulic oil level in reservoir tank for possible oil loss in system. In the event there is an unexplained reduction in oil level, proper testing shall be carried out immediately to determine cause of unexplained oil loss in system, notify and provide report to Owner.

Additional testing to determine cause of unexplained oil loss shall be at no additional charge to Owner.

QUARTERLY CHECKS

- Inspect rope shackles, car and counterweight guides, TM and Slow Down switches,

adjust and lubricate as required, check emergency light.

- Check and adjust brake. Inspect and lubricate pivot pins.
- Clean and adjust controller and selector components including contacts, relays and timers. Check transformers and rectifiers. Vacuum or brush all controller and selector parts.
- Check operation of limit stopping devices. Check out complete safety circuit.
- Inspect, rotate and equalize hoist cables. Inspect cable shackles and fastenings
- Check and lubricate the compensating sheave. Check block position and travel. Checks travel limiting switches and devices.
- Check adjustment of roller/slide car and counterweight guides. Check bearings/liners and fastenings.
- Clean and inspect all car and hoistway door contacts and interlocks.
- Check door closing force. Check car and hoistway hangar rollers and adjust up thrusts.
- Inspect door operator bearings and cams.
- Clean and inspect car and counterweight buffers. Check buffer oil level and operation.
- Test emergency battery lowering feature, record results in logbook.
- Clean, lubricate, adjust or repair as necessary to render the elevating device fully operational within the manufacturer's specifications.
- Follow manufacturer's recommended maintenance schedule and testing procedures for elevating devices.

SEMI-ANNUAL CHECKS

Check the cleanliness of the hoistway(s) and, if necessary, clean from the top to the bottom. Notify the Owner when this work is completed.

Complete testing of Firefighters Emergency Operation where testing is implemented by the Provincial Authority Having Jurisdiction. Provide & sign required log form recommended by the Provincial Authority Having Jurisdiction (AHJ) or elevating device Contractors own fire recall log form, keep form in elevating device machine room (or acceptable location). If more frequent fire operation testing is required by the Provincial Authority Having Jurisdiction, then the elevating device Contractor shall comply with increased testing frequency at no extra cost to Owner.

ANNUAL CHECKS (ALL PARTS AND FUNCTIONS)

- Annual lubrication of motor, motor generator and machine bearings, deflector, compound and compensating sheaves and governor tension sheave bearings. Check all fastenings.
- Drop brake shoes, clean, lubricate and adjust. Flush and replace worm gear oil (when applicable).
- Check all controller and selector terminals. Check and clean all fuse holders. Check the operation of overloads.
- Clean hoistway and hoistway equipment including guide rails, counter weights, hoistway door hangars, interlocks, closers, headers and related devices. Check all fastenings on guide rails brackets and entrances. Check traveling cables. Check buffer oil level.
- Check door operator. Clean and lubricate linkages.
- Clean guide rails and lubricate rails where sliding guides are used.
- Check wire rope for integrity and wear, in accordance with current inspection standards. Check rope tension and hitches, check rope stretch and remove buffer blocks or shorten ropes if required.
- Check travelling cable for surface wear. Indicate the status of travelling cable.
- Clean and check the safety. Perform all applicable safety tests for each elevating device and record tests in onsite logbooks. (Always perform a safety test immediately after any adjustment to a safety mechanism.)
- Check sheaves and shafts. Record the degree of wear.
- Check emergency terminal slowdown devices.
- Check the load weighing device (if applicable).
- Check to ensure all tests and inspections completed as per elevating device applicable safety standard.
- Clean the controller with blower and vacuum (or other acceptable industry methods).
- Overhaul the brake assembly. Replace worn brake linings. Remove, clean
- and adjust all pins. Ensure that the brake stops the elevator in the down direction with 125% of capacity.
- As applicable flush out and clean all oil and sludge from the gear housing of geared machines. Inspect the worm and gear and report any problem to the Owner

immediately. Re-fill with clean oil, meeting the original manufacturer's specifications.

- Carry out a systems check. Repair dispatching systems as required to obtain hall dispatching functions and procedures.

- Readjust the drive to obtain original acceleration, slowdown and stopping operation. Integrate operations to give smooth transitions throughout, with a smooth, ripple-free ride. Cause the car to start without rollback, and to stop without hunting, for all loading conditions, except over-load.

- At Owners request clean and paint the machine room and pit floor. Obtain approval from the Owner as to paint type and colour.

- Perform Annual hydraulic pressure test. Check relief valve seal and tag valve with current test information, date test was performed and performing company name. Sign and date relevant entry on Maintenance Log Book in Machine Room.

9.26 EQUIPMENT PAINTING AND CLEANING

Arrange for a thorough cleaning of all hoistway equipment, machinery, pits and machine rooms within three (3) months of the contract award (paint machine room floors and pits at the request of Owner). The cost to perform cleaning and painting of these areas is the responsibility of the elevating device contractor. Provide time tickets and inform the HRCE upon completion of each building for inspection. Maintain the elevating device equipment clean at all times with minimum quarterly cleaning. The HRCE will have the option to perform this work, at elevating device contractors cost, if contractor fails to provide proper cleaning and painting in these areas.

9.27 MANUFACTURERS' PARTS

To assure the maximum use of the elevating devices and a minimum of downtime for emergency repairs, the Contractor will be required to maintain a supply of spare parts sufficient for normal maintenance and repair of the elevating devices. These spare parts shall be genuine, original manufacturer's parts or approved equal.

9.28 CONTAINER, CABINET & DRAWINGS

Provide metal containers and cabinets in each elevating device machine room. Store clean wipers, spare parts, tools, lubrications and waste items. The elevating device contractor is responsible for all costs associated with providing and maintaining containers and cabinets.

Provide a full complement of site drawings including schematic and wiring diagrams (laminated). Assure that all drawings, schematics and listings are kept fully up to date, with legible changes, redrawn by engineering, reflecting the actual installation. The elevating device contractor is responsible for all costs associated with providing and maintaining applicable drawings.

9.29 MAINTENANCE PARTS

As a minimum, keep spare parts (as applicable) on site. Inventory to be provided within the first 3 months of the contract.

- One complete set chips for each dispatch module.
- Two safety edge micro switches.
- One complete light ray.
- Four car door sheaves.
- Six sets of door gibs, for car and hall doors.
- Fuses of each size, for controllers.
- Two complete car and hall button sub-assemblies, four button heads and 24 indicator lamps.
- Six complete sets of hall door sheaves.
- One door operator chain belt of each type.
- Two complete door interlocks.
- Two key switches of each type.
- Twenty-four position indicator lamps.
- Two complete relays of each type, with spare coils and contacts.
- One complete set of controller resistors.
- Four of each spring, stationary contact, moving contact, and read head, for stepping devices or selectors.
- Eight pick-up & stationary door rollers.
- Eight door travel stops.
- An adequate supply of cleaning solvent, rag wipers, and lubricants of each type used on the installation.

9.30 MAINTENANCE PARTS READILY AVAILABLE

The Contractor shall maintain an inventory of spare parts at the site of the work for scheduled preventive maintenance procedures and common emergency callback service repairs. Such parts shall include, but are not limited to, contacts, coils, solid-state boards, relays, resistors, timing devices, computer devices, interlock safety switch and linkage parts, bottom guides, door closers, fuses, bulbs, guides and an assortment of hardware.

Major electronic and mechanical assemblies routinely considered by the industry to be replaceable units shall be available for emergency shipment from the maintaining company or their supplying vendor within twenty-four (24) hours.

Ensure the following spare parts (as applicable) are readily available at the maintenance contractor's office:

- Two complete safety edge assembly of each type.
- Two complete electronic detector assemblies.
- Two complete roller guide assemblies of each size used.
- Tape Head Units & Control Boards.
- Additional spares for those parts used in quantity, in the ratio of one spare for every 100 used in the installation.
- One complete door operator components.
- Controller Drive Unit.
- One complete hall-to-door relating assembly including two clutches and one vane.

9.31 MAINTENANCE TOOLS READILY AVAILABLE

Ensure the following tools (as applicable) are readily available from the maintenance contractor's office:

- One dual channel oscilloscope.
- Megger testing equipment.
- Two chain blocks or lift pullers.
- Twelve cable pullers.
- Four wire rope slings.

- Pressure gauge.
- Test weights (2250 kg.) and transport dolly.
- Two rechargeable portable fluorescent lights.
- Two extensions with protected incandescent lights.
- Two 100 foot extensions with protected incandescent lights.
- Barriers signs stating "Regular Maintenance Being Performed".
- Two portable entrance barriers.
- Approved jumper leads.
- One F.E.T. digital volt-ohm-millimetre.
- One stop watch.
- One digital tachometer.
- One door pressure gauge.
- One soldering iron, with # 22 gauge resin core solder.
- One solder sucker.
- One dozen contact cleaners.
- Two sets of contact adjusting tools.
- One dial gauge with magnetic base.
- Two sets of feeler gauges.
- One trammel gauge.
- One grease gun.
- One vacuum cleaner.
- One blower.
- Two heavy bristle dust brushes.

- One telephone headset.

Inspect all tools regularly and maintain them in good working order.

9.32 The Contractor shall provide comprehensive services including:

Preventative Maintenance

- Scheduled inspections and servicing
- Lubrication, adjustment, and calibration
- Testing of safety systems and controls
- Maintenance in accordance with a documented Maintenance Control Program (MCP)

Repairs & Corrective Maintenance

- Diagnosis and repair of faults
- Replacement of worn or defective components
- Emergency service response

Regulatory Compliance

- Completion of all required inspections and testing
- Coordination with regulatory authorities
- Documentation and reporting of compliance

Documentation & Reporting

- Digital service logs for each unit
- Call-back tracking and trend reporting
- Maintenance reports (monthly, quarterly, annual)

9.33 SERVICE DELIVERY REQUIREMENTS:

Response Times

- Entrapment: **within one (1) hour**
- Critical failure: **≤ 4 hours**
- Non-critical service: Next business day

Availability

- 24/7 emergency service required
- Scheduled maintenance coordinated with HRCE

Communication

The Contractor shall provide timely notification of:

- Equipment shutdowns
- Safety concerns
- Required major repairs
- Unusual or recurring failures
- Maintenance of reports
- Follow up of dispatches

9.34 SITE OPERATIONS & CONDUCT:

School Environment

Work shall be performed in active school environments. The Contractor shall:

- Report to school administration upon arrival
- Minimize disruption to operations
- Maintain professional conduct at all times

Safety & Access Control

- Secure all work areas
- Provide barriers and signage
- Prevent unauthorized access

Cleanliness & Housekeeping

- Maintain clean work areas daily
- Remove all waste and debris
- Prevent dust, odour, or contamination

9.35 HEALTH, SAFETY & ENVIRONMENT

The Contractor shall:

- Maintain a site-specific safety plan
- Comply with all OH&S legislation and Incident reporting
- Implement hazard identification and mitigation
- Provide trained personnel and PPE

Special Conditions

Where applicable:

- Dust control and negative air pressure must be maintained
- HVAC systems must be protected from contamination
- Hot work permits and fire watch procedures are mandatory

9.36 PERSONNEL REQUIREMENTS

The Contractor shall:

- Employ and utilize qualified elevator technicians
- Provide qualified supervisory staff
- Maintain adequate staffing levels
- HRCE reserves the right to request replacement of personnel
- Abide by the guidance outlined in Appendix C – Acknowledgement of Student Safety at all times.

9.37 MATERIALS & EQUIPMENT

- Only OEM or approved equivalent parts shall be used
- Contractor shall maintain sufficient spare parts inventory
- Tools and diagnostic equipment must be available at all times

9.38 QUALITY ASSURANCE

The Contractor shall:

- Conduct regular performance reviews
- Track call-back frequency
- Deploy additional technical resources when thresholds are exceeded

9.39 REPORTING & RECORDS

The Contractor shall provide:

- Maintenance logs (on-site and digital)
- Call-back reports (bi-monthly)
- Annual condition assessments
- Follow up of dispatches
- All records remain property of HRCE
-

9.40 PERFORMANCE & DEFAULT

Performance Expectations

Services must be delivered:

- Competently
- Professionally
- In accordance with all specifications

Deficiency Correction

- Deficiencies must be corrected within **10 days of notice**.

9.41 MAINTENANCE CONTROL PROGRAM (MCP)

The Contractor shall develop, implement, and maintain a documented **Maintenance Control Program (MCP)** for each device in accordance with CSA B44 requirements.

The MCP shall include:

- Scheduled maintenance procedures
- Inspection and testing intervals
- Performance benchmarks
- Documentation protocols

PERFORMANCE STANDARDS

Elevating devices shall operate to meet or exceed the following minimum standards:

- Smooth acceleration and deceleration
- Consistent floor leveling accuracy

- Quiet and reliable door operation
- Stable ride quality without vibration or rollback
- Performance deficiencies shall be corrected promptly.

SAFETY COMPLIANCE

The Contractor shall:

- Ensure all devices operate in full compliance with applicable codes
- Immediately address any condition that compromises safety
- Remove equipment from service where safety is at risk
- All safety-related incidents must be documented and reported to HRCE.

EQUIPMENT REPORTING

Within six (6) months of contract award, the Contractor shall provide a complete inventory and condition report for each device, including:

- Manufacturer and installation date
- Device type and drive system
- Capacity and speed
- Floors served
- Door configuration
- Machine location
- Performance metrics (door timing, dwell times, etc.)

COORDINATION

The Contractor shall:

- Report unresolved issues immediately to HRCE
- Provide corrective action plans and timelines
- Notify HRCE when equipment is removed from service
- Appropriate signage shall be posted on all affected devices.

TIME TICKETS & WORK RECORDS

All service activity shall be documented and include:

- Date and time of service

- Technician identification
- Work performed
- Status of completion
- Follow-up requirements
- Incomplete or illegible documentation may delay payment.

MAINTENANCE PERSONNEL

The Contractor shall:

- Provide qualified, certified personnel
- Maintain appropriate staffing levels
- Ensure professional conduct and appearance
- HRCE reserves the right to request personnel replacement.

SUPERVISION & PROGRAM MANAGEMENT

The Contractor shall assign a Supervisor responsible for:

- Planning and execution of maintenance activities
- Tracking performance and deficiencies
- Coordinating resources
- Providing program oversight

EQUIPMENT SURVEYS

The Contractor shall perform:

- Initial condition assessment within 1 months
- Annual detailed equipment condition surveys
- Reports shall identify risks, deficiencies, and recommendations.

REPORTING REQUIREMENTS

The Contractor shall provide:

- Call-back reports (every month)
- Performance trend analysis
- Building-specific reporting

Escalation thresholds:

- 2 callbacks/month/unit → deploy adjuster
- 2.5 callbacks/month/unit → deploy engineering support

COMMUNICATION

The Contractor shall maintain proactive communication with HRCE regarding:

- Safety concerns
- Equipment failures
- Shutdowns
- Required upgrades or modifications

SITE SAFETY & BARRIERS

The Contractor shall:

- Install barriers and signage as required
- Protect public and staff from hazards
- Secure work areas at all times

REPAIRS & SERVICE WORK

The Contractor shall:

- Provide advance notice for scheduled repairs
- Provide immediate notification for unscheduled outages
- Obtain approval for non-contract work
- Daily updates shall be provided during active repairs.

SAFETY DEVICES

No device shall operate if safety systems are compromised.

Activation of safety devices shall:

- Trigger immediate investigation
- Require written reporting
- Include corrective actions

REGULATORY COMPLIANCE

The Contractor shall:

- Address all inspection deficiencies within required timelines
- Coordinate with Authorities Having Jurisdiction (AHJ)
- Provide written confirmation of compliance

OWNER INSPECTIONS

The Contractor shall:

- Participate in bi-annual inspections
- Correct deficiencies at no cost
- Failure to comply may result in corrective work by HRCE at Contractor expense.

INCIDENT REPORTING

All incidents shall be:

- Reported immediately
- Documented in writing
- Supported with investigation and corrective action

QUALIFICATIONS

All work shall be performed by:

- Certified elevator mechanics
- Qualified personnel under direct supervision

ROUTINE VISIT REQUIREMENTS

At each visit, the Contractor shall:

- Ride and assess device performance
- Test safety systems
- Check controls and indicators
- Identify abnormal operation

MONTHLY MAINTENANCE

Includes:

- Cleaning and inspection of components
- Lubrication and adjustments
- Inspection of machine, controller, and hoistway
- Hydraulic system checks (where applicable)

QUARTERLY MAINTENANCE

Includes:

- Brake inspection and adjustment
- Cable inspection and equalization
- Safety circuit testing
- Door system calibration

SEMI-ANNUAL MAINTENANCE

Includes:

- Hoistway cleaning
- Firefighter operation testing
- Documentation and certification

ANNUAL MAINTENANCE

Includes:

- Full system inspection and overhaul
- Safety testing and certification
- Oil replacement and system cleaning
- Performance recalibration

CLEANING & HOUSEKEEPING

The Contractor shall:

- Maintain clean machine rooms and pits
- Perform deep cleaning within 3 months of contract start
- Maintain cleanliness quarterly

PARTS & INVENTORY

The Contractor shall:

- Maintain adequate spare parts inventory
- Use OEM or approved equivalent parts
- Ensure rapid availability of critical components

SPARE PARTS REQUIREMENTS

Minimum on-site inventory shall include critical operational components such as:

- Door components
- Relays and controllers
- Indicators and lamps
- Safety devices

PARTS AVAILABILITY

Critical replacement components must be available within **24 hours**.

TOOLS & EQUIPMENT

The Contractor shall maintain access to:

- Diagnostic equipment
- Testing tools
- Lifting and safety equipment
- Electrical testing instruments

DOCUMENTATION & DRAWINGS

The Contractor shall:

- Maintain up-to-date drawings and schematics
- Ensure all documentation reflects actual installation

LOGBOOKS

The Contractor shall:

- Maintain on-site logbooks
- Record all maintenance activities

- Ensure logs are current and accessible

ACCESS & SECURITY

The Contractor shall:

- Follow building access protocols
- Sign in/out at each visit
- Coordinate with HRCE personnel

EQUIPMENT STATUS MANAGEMENT

The Contractor shall:

- Notify HRCE of shutdowns
- Provide timelines for restoration
- Ensure safe shutdown procedures

SERVICE SUSPENSION

Where equipment is out of service >30 days:

- Payments may be adjusted proportionally
- Contractor must ensure safe shutdown

9.42 Site Visits

Bidders will be deemed to have familiarized themselves with existing sites 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 and calculations will be accepted as a basis for any claims for extra compensation or an extension of time.

There will be No mandatory site meeting held for this project.

However, a site meeting can be scheduled based on a bidder's request.

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 where, in HRCE's reasonable opinion, the circumstances so warrant.

B. COMPLIANCE WITH LEGISLATION AND REGULATIONS

1. Compliance

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

2. Labour Code

Vendor shall comply with all applicable provisions of the *Labour Code* (Nova Scotia) and the *Employment Standards Act* (Nova Scotia) and all regulations and amendments thereto.

3. Workers' Compensation Legislation

Vendor shall comply with the *Worker's Compensation Act* (Nova Scotia) and regulations and amendments thereto, and:

(a) if any employees perform or assist in the performance of this Contract, the Vendor shall submit, at any time requested by the HRCE, a letter from the Workers' Compensation Board (Nova Scotia) stating that Vendor has an account in good standing with the Worker's Compensation Board.

(b) the Vendor will make the necessary returns to the Workers' Compensation Board in accordance with government regulations and will pay all fees and contributions required in connection therewith. The cost of compensation will be included in the price payable under the Contract; and

(c) the Vendor shall submit a clearance from the Workers' Compensation Board that all fees and contributions have been paid before final payment is made by the HRCE under the Contract.

4. Canada Safety Council and Associated Standards

All electrical, electronic and gas-fired equipment MUST bear the required approval markings, being C.S.A. approved for entirely electrical or electronic equipment and C.G.A. or C.S.A. approved for gas fired equipment. All other similar equipment approvals MUST also be obtained. It shall be the responsibility of the service provider to obtain all applicable approvals, at its own expense.

5. Nova Scotia Occupational Health and Safety Legislation

Vendor shall 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 Proposals setting out their needs and requirements (the "RFP 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 RFP or Tender to a number of companies capable of providing.

AND WHEREAS XXXXXXX provided a detailed response to the RFP 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 PROPOSAL(RFP) 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.

PROPONENT'S NAME

_____
Signing Authority Name

_____
Date

_____
Witness

HALIFAX REGIONAL CENTRE FOR EDUCATION

_____
Signing Authority Name

_____
Date

_____
Witness

CONTRACT SCHEDULE “1”

HRCE RFP DOCUMENT – ATTACHED

CONTRACT SCHEDULE “2”

CONTRACTOR’S RESPONSE TO RFP – ATTACHED

APPENDIX B – PROPONENT INFORMATION FORM

Halifax
Regional Centre for Education

PROPONENT INFORMATION FORM

Please fill out the following form, naming one person to be the Proponent contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province / State:	
Postal Code / Zip Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST / GST or NSRJST number):	

I/WE, the undersigned, having carefully examined the ***RFP #4295 ELEVATOR AND LIFT MAINTENANCE SERVICES 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 ***RFP #4295 ELEVATOR AND LIFT MAINTENANCE SERVICES 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 *ELEVATOR AND LIFT MAINTENANCE SERVICES Rates* for a period of five (5) years.

_____ _____

Company Name Authorized Signature

_____ _____

Date Name and Title (Please Type)

The Proposal MUST follow the two-file submission method.

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

2. **Price Submission should be a separate file.**

1.0 TECHNICAL SUBMISSION

Refer Section **2.9 Evaluation Criteria & Section 4.0 Specific Response** in the RFP Package to prepare the Technical Submission.

The Technical Submission will be **scored on the criteria listed in Section 2.9** and should include but not limited to the following:

Refer to Section 2.9 Evaluation Criteria for the Technical Submission Scoring for detailed guidance.

1. Service Ability, Qualifications, Experience & Customer Service in an Education Setting
2. Safety Documentation
3. Service Guarantee and Warranty
4. References

2.0 PRICE SUBMISSION

2.1 Total Price:

The pricing submitted in Schedule A – 2.1 shall be all-inclusive and shall include for all the general and special requirements to meet the specifications of the work. Do not include HST in your pricing.

Price negotiations is not entertained during this competition.

2.2 Time & Material Price:

Time and Material Pricing must be included but will not be part of the evaluation.

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

Pricing must be submitted for all devices and locations included within the Proponent's selected Service Category. A Proponent is not required to submit pricing for devices outside that Service Category.

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 RFP 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

in the presence of:

CONTRACTOR[Seal]

_____

Company name

_____

Witness

_____

Signature of Signing Officer

_____

Name and Title (printed)

APPENDIX C – ACKNOWLEDGEMENT OF STUDENT SAFTEY

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 CHECK LIST

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 the **Price Submission** are required to 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 2.9 Evaluation Criteria, Section 4.0 Specific Response, Section 9.0 The Scope of Work and the Technical Specifications included in the RFP.

□ **Price Submission – Schedule "A" Form in EXCEL.**

The following documents can be included in your technical submission:

- **Response** to the Technical Submission detailed in Section 2.10 & Section 4.0 of the RFP
- **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 RFP award the successful contractor(s) shall provide a schedule clearly indicating timelines for implementation of this contract.