

The Board of Trustees of The Holy Family Catholic Separate School Division

Request for Proposal (RFP)

ST ANDREWS SCHOOL VALUE SCOPING SESSION

RFP Number: 2023-001

All electronic submissions to be emailed to: rfp@hfcrd.ab.ca

Issued: January 17, 2023

Closing time and date: February 10, 2023, at 15:00 MST

Inquiries to be sent to: Email: rfp@hfcrd.ab.ca
Subject line to read: **RFP 2023-001**

Timelines

HFCSSD is anticipating the following high-level schedule of events. These dates are subject to change at the sole discretion of HFCSSD.

Request for Proposal (RFP) issued	January 17, 2023
Deadline for written inquiries to the RFP	January 31, 2023
Closing date of the RFP	February 10, 2023 at 3 pm MST
Completion of Evaluations of the Proposals	February 15, 2023
Contract issued and executed	February 20, 2023

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PROJECT OVERVIEW

Division Profile

The Holy Family Catholic Separate School Division “HFCSSD” is a school board located in Northern Alberta, serving approximately 1,800 students in 7 schools situated in Peace River, Grimshaw, High Prairie, Manning, MacLennan and Valleyview. The central office is based in the town of Peace River.

Scope of Work

The Holy Family Catholic Separate School Division (HFCSSD) is requesting Proposals from qualified architecture/engagement companies to undertake value scoping sessions for St Andrews School in High Prairie. Specific details of the project and scope of work have been detailed in **Schedule “A”- Scope of Work**.

The Value Scoping Sessions will facilitate a consultative process that will include analysis of functional needs, development of facility options as well as financial and program implications. The end product of the process will be clear recommendations to the Board for either modernization or a complete replacement of the school. The selected option will represent the best value for implementation.

HFCSSD is seeking a team of Resources capable of successfully performing the Services described in this document. At a minimum, the proposed Resource team must consist of at least four (4) individuals committed to the Value Scoping Sessions: one (1) Facilitator, one (1) Recording Assistant, one (1) Architect, and one (1) Cost Consultant. One of these team members may also be designated as the Writer, or the Writer may be an additional team member.

Interested qualified Respondents are therefore invited to submit Proposals for the provision of the Services described in the RFP, in accordance with the terms and conditions contained within this document.

Terms and Conditions:

The term of this agreement is anticipated to start **in February 2023** through to **31 May 2023**, as per the following instructions, terms and conditions, and specifications.

Acknowledgement:

1. The information provided in this RFP is based on general information currently available, however, this information may not be complete and is not in any way warranted or guaranteed by or on behalf of HFCSSD. The Contractor shall be responsible to confirm the accuracy of the information and conduct its own investigation into material facts as deemed to be necessary for accurate pricing.
2. This competitive procurement will be conducted in accordance with one fundamental principle, the objective of which is to maximize the benefit to HFCSSD while offering to members of the Contractor community an equitable opportunity to participate.

3. The purpose for collecting the information for this RFP is to enable HFCSSD to ensure the accuracy and reliability of, and to enable HFCSSD to evaluate, the Respondent's Proposal in response to this RFP. Authority for this collection arises under the School Act as amended, revised, or substituted from time to time. The Respondent may contact the HFCSSD FOIP Coordinator, regarding any questions about the collection of information pursuant to this RFP.

End of Section

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INSTRUCTIONS TO THE RESPONDENT

Definitions

Alberta Time: Mountain Standard Time (MST) or Mountain Daylight Time (MDT) as provided for in the Daylight-Saving Time Act (Alberta).

HFCSSD: The Board of Trustees of The Holy Family Catholic Separate School Division.

HFCSSD's Representative: HFCSSD's representative who shall, unless the Contractor is expressly advised otherwise by a duly authorized officer of HFCSSD, have full authority to act on behalf of and bind HFCSSD under the Contract.

Business Day: 8:30 am to 4:30 pm, MST, Monday to Friday, excluding holidays observed by HFCSSD.

Contract: This contract(s) or a purchase order that may be entered into by HFCSSD with a successful Contractor(s) for Goods or Services.

Contract Documents: The documents referenced in the Contract Documents as forming the Contract.

Applicable Laws: All relevant federal, provincial, and municipal legislation, codes, bylaws, standards, and regulations.

Contractor: The corporation, sole proprietorship, partnership, or joint venture listed on the face of the Contract as a party thereto who shall be the provider of the Goods and Services.

Contractor's Representative: The Contractor's representative who shall, unless HFCSSD is expressly advised otherwise by a duly authorized officer of the Contractor, have full authority to act on behalf of and bind the Contractor under the Contract.

Freedom of Information and Privacy Act (FOIP): The *Freedom of Information and Protection of Privacy Act*.

Party or Parties: All person, companies, and corporations legally bound by this Contract.

Records: Information in any form, including Proposals, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers, and all other correspondence, papers and any other information that is written, photographed, recorded, or stored in any manner, but does not include the software or any mechanism that processes such records.

Work or Services includes everything done or performed by the Contractor, which is within the scope of the Contract, as set out in the Contract.

Schedule

1. **RFP is Not an Order to Purchase:** This RFP should not be construed as a contract to order or purchase. All quantities listed is strictly from history and not to be interpreted as future requirements. The Owner shall not be obligated in any manner to any Respondent until a written contract is executed. The Owner shall not be liable for any costs incurred by a Respondent in the preparation of or presentation of a Proposal.
2. **Closing Time:** Proposals are to be received no later than the time indicated on the front page, **Alberta Time**. All other Proposals received late will not be considered.

The mere presence of a Respondent in the reception area prior to the Closing Time for receipt of Proposals will not be considered sufficient to permit the Respondent to submit a Proposal after the time noted above. Respondents must therefore allow sufficient time to permit actual delivery of the Proposal to the receptionist prior to the Closing Time on the Closing Date.

3. **Liability of Errors:** The representations in this RFP document are provided mainly for general information of Respondents and are not in any way warranted or guaranteed by or on behalf of HFCSSD. All prospective Respondents are urged to conduct their own investigations into material facts, and HFCSSD shall not be held liable or accountable for any error or omission in any part of this RFP.
4. **Examination of Proposal Documents and Site:** Respondents shall, before submitting a Proposal;
 - a) examine and read the Proposal Documents thoroughly;
 - b) consider effect of regulatory requirements applicable to the work;
 - c) study and correlate Respondent's observations with the Proposal Documents;
 - d) immediately notify the person identified for receiving inquiries of all perceived omissions, discovered conflicts, errors, or discrepancies in the Proposal Documents.

5. **Quantity Requirements:** Any quantities or estimated requirements provided under this RFP are estimates only to be used by HFCSSD for the sole purpose of evaluating Proposals. HFCSSD does not warrant, represent, or guarantee that these estimated quantities will constitute the actual quantity of Goods and Services to be received. Proposals should address variations in quantity and the resulting change in quoted prices, if any.
6. **Acceptance of Terms:** All terms and conditions of this RFP are assumed to be accepted by the Respondent and incorporated in the Respondent's Proposal, except those conditions and provisions that are expressly excluded in the Respondent's Proposal wording.
7. **Amendments/Withdrawal:** Respondents may amend or revoke their Proposal prior to the RFP Closing Date and Time by submitting a clear and detailed written notice to HFCSSD. All Proposals become irrevocable after the RFP Closing Date and Time.
8. **Applicable Law:** The laws and courts of Alberta shall apply and have exclusive jurisdiction over this RFP and any subsequent contract which may be awarded.
9. **Confidentiality:** The Respondent and its employees, sub-contractors and agents shall:
 - a) Keep strictly confidential all information concerning HFCSSD or third parties, or any of the business or activities of HFCSSD or third parties acquired as a result of participation in the RFP.
 - b) Only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of HFCSSD; and
 - c) The Respondent shall maintain security standards, including control of access to HFCSSD's data and other information, consistent with the highest standards of business practice in the industry.
10. **Conflict of Interest:** Respondents must fully disclose, in writing to HFCSSD on or before the RFP Closing Date, the circumstances of any possible conflict of interest or what could be perceived as a possible conflict of interest if the Respondent were to become a contracting Party pursuant to the RFP. HFCSSD shall review any Proposals by Respondent under this provision and may reject any Proposals where, in the opinion of HFCSSD, the Respondent could be in a conflict of interest or could be perceived to be in a possible conflict of interest position if the Respondent were to become a contracting Party pursuant to the RFP.
11. **Contract "A"**
 - a) No contract in the nature of "Contract A" analysis will arise from any Proposal to this RFP and the sole obligation of HFCSSD to any and all Respondents will be to act in good faith; and

- b) By submitting a Proposal each Respondent agrees that HFCSSD may negotiate the terms of any Proposal with a Respondent without the need to negotiate with any other Respondent and each Respondent agrees that doing so shall not breach the duty of good faith undertaken by HFCSSD.

12. Consent to Use Information: The Respondent consents and has obtained the written consent from any individuals identified in the Proposal, to the use of their personal information in the Proposal by HFCSSD, HFCSSD' employees, Sub-contractors, and agents, to enable HFCSSD to evaluate the Proposal and for other program purposes of HFCSSD. This consent specifies to whom the personal information can be disclosed and how the information may be used. The Respondent shall provide such consents to HFCSSD for confirmation and review upon HFCSSD's request.

13. Costs: All costs and expenses with respect to the Proposal and any clarification pursuant to this RFP shall be the sole responsibility of the Respondent.

14. Extensions and Cancellations: HFCSSD may extend the RFP Closing Date and Time, or HFCSSD may amend, suspend, postpone, or cancel this RFP.

15. Freedom of Information and Protection of Privacy (FOIP): The Respondents acknowledges that HFCSSD is a public body subject to FOIP. Confidentiality for any documents submitted by the Respondent cannot be ensured. Provisions exist under FOIP to allow disclosure of personal or business information where disclosure would not be harmful to the Respondent's business interests or not be deemed an unreasonable invasion of personal privacy as defined within FOIP. Personal information is defined in FOIP. The Respondents must identify any information or documents that are confidential and what harm could reasonably be expected from its disclosure. HFCSSD will act in accordance with the Act in respect of such information and documents.

16. Inquiries and Questions:

- a) Direct all inquiries to HFCSSD by email to the contact person listed on the cover page of this RFP.
- b) If an inquiry requires an interpretation or modification of this RFP, the response to that inquiry will be issued in the form of a written Addendum only.
- c) Submit inquiries no later than deadline for written inquiries stipulated in the front page of the RFP.
- d) Any replies to inquiries or interpretations or modifications of the RFP made verbally, by email or by any manner other than in the form of a written Addendum, are not binding to HFCSSD.
- e) All questions and responses will be documented.

- f) HFCSSD intends to disseminate all questions and their corresponding responses to all Respondents. If a Respondent considers a question to be confidential, and requests that the question and the response not be disseminated to all Respondents, then the Respondents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances;
 - i. If HFCSSD, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the Respondent that has asked the confidential question, and not to the other Respondents;
 - ii. If HFCSSD determines that the question and the response ought not to be kept confidential, it will advise the Respondent and the Respondent will have the opportunity to withdraw the question; and
- g) The Respondent has the responsibility to notify HFCSSD, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the Proposal.

17. Addenda: Respondents shall include in their Proposals, provisions of all 'Addenda' issued during the Proposal period and shall ascertain prior to Proposal submission that all Addenda issued have been received.

18. Mandatory Terms: The instructions to Respondents set out in the RFP and any other provisions noted in this document as being mandatory or using the word "must" are mandatory and strict compliance is required, otherwise the Proposals or any amendment thereto may be rejected.

19. Collusion:

- a) Except as specified within its Proposal, the Respondent declares that no other person, either natural or corporate, has or will have any interest or share directly or indirectly, in the Proposal or Contract.
- b) There is no collusion or arrangement, formal or informal, between the Respondent and any other actual or prospective Respondent's in connection with the Proposal submitted for this RFP.
- c) The Respondent has no knowledge of the contents of any other Proposal, and the Respondent has made no comparison of figures, agreement, or arrangement, express or implied, with any other party in connection with the making of its Proposal, except as are declared within the Proposal.

20. Obligations: Despite any other provision of this RFP, HFCSSD is not obligated to proceed, including awarding the Contract.

21. Public Opening: This RFP will not be a public opening.

22. Ownership of Records: The Respondent agrees that all Records and information contained in any Proposals becomes the property of HFCSSD and may be copied for internal use and may be subject to disclosure under the terms of the Freedom of Information and Protection of Privacy Act.

23. Respondent Debriefing: HFCSSD will, at the written request of an unsuccessful Respondent who responded to the RFP, conduct a debriefing for the purpose of informing the Respondent as to why their Proposal was not selected. The unsuccessful Respondent's written request for a debriefing must be received by HFCSSD within ten (10) Business Days of notification to the Respondent that they are unsuccessful.

24. Proposal Irregularity or Non-Compliance: HFCSSD reserves the right to waive an irregularity or non-compliance with the requirement of this RFP where the irregularity or non-compliance is minor, and the Proposal otherwise substantially complies with the RFP requirements. The determination of what is or is not a formality or a minor or inconsequential irregularity or non-compliance, and the determination of whether to waive or not waive the same, shall be at HFCSSD's sole discretion.

25. Representations and Warranties:

- a) Statements made in a Proposal may be incorporated into, attached to, or otherwise included into the Contract, and shall constitute representations and warranties of the successful Respondent and shall form part of the Contract.
- b) The representations in this RFP document are provided mainly for general information of Respondents and are not in any way warranted or guaranteed by or on behalf of HFCSSD. All Respondents are urged to conduct their own investigations into material facts, and HFCSSD shall not be held liable or accountable for any error or omission in any part of this RFP.

26. Reservations by HFCSSD: HFCSSD reserves the right to:

- a) Accept any Proposal or to reject any or all Proposals; and
- b) Add, delete, and/or negotiate with a Respondent, a Contract containing different and/or additional items or terms without reference to other Respondents or RFP's.

27. Team Proposals: In the case of a Respondent Team Proposal, HFCSSD requires that the prime Respondent has responsibility for all terms and conditions of the Contract. If a Respondent Team is selected as the successful Respondent, only the prime Respondent will be identified as the Respondent in the Contract.

28. Trade Agreements: This RFP is subject to the World Trade Organization Agreement on Government Procurement, the Canada-European Union Comprehensive Economic and Free Trade Agreement, Chapter 5 of the Canadian Free Trade Agreement, and the New West Partnership Trade Agreement.

29. Participation Clause: The respondent must provide the Goods and Services that form part of this RFP directly to other Alberta school authorities under the same terms and conditions as stated in this RFP. Any exceptions to the terms and conditions as they pertain to other school authorities are detailed in this RFP. A list of eligible school authorities can be found at <https://education.alberta.ca/albertaeducation/school-authority-index/everyone/alberta-schools/>

End of Section

PROPOSAL RESPONSE REQUIREMENTS

Response to be submitted in the following order:

1. RFP terms and conditions:

- a) The terms and conditions governing this RFP are outlined in RFP Terms and Conditions.
- b) The successful Respondent will be expected to enter into a contract with HFCSSD.

2. Proposals Submitted shall include:

- a) One copy of the Proposal emailed to rfp@hfcrd.ab.ca before the closing date and time indicated on the cover page.

3. Questionnaire:

- a) Respondents must provide a completed Schedule “B” – Questionnaire

4. Pricing:

- a) Respondents **must** provide a completed **Schedule “C” – Pricing. Pricing for the term of the contract must remain firm.**
- b) Each Proposal must completely describe prices, GST excluded, as well as pricing strategy used for the Proposal, including but not restricted to manufacture discount structure, volume discounts, etc.
- c) The pricing structure is to be transparent for auditing purposes.
- d) Cash rebate indicated within **Schedule “C” – Pricing.**

5. Insurance:

- a) Respondents to provide an up-to date Certificate of Insurance (COI) for commercial general liability Insurance in the amount of no less than **Five Million dollars (\$5,000,000.00)** per occurrence and no less than **Five Million dollars (\$5,000,000.00)** aggregate.
- b) Automobile liability on all vehicles owned, operated, or licensed in the name of the contractor not less than **Two Million dollars (\$2,000,000.00)** per occurrence.
- c) Professional liability in the amount of no less than One Million dollars (\$1,000,000.00)
- d) The COI must not be expired and “**The Board of Trustees of The Holy Family Catholic Separate School Division**” must be included as an **additional Insured** with 30-day notice of cancellation clause.

6. Worker’s compensation:

- a) Respondents **must** provide a current WCB clearance letter.

EVALUATION

Phase I

1. **Mandatory requirements:** submissions that do not response or comply with the RFP requirements may be excluded from further consideration and may not move to Phase II of this process.

Phase II

1. Proposals will be evaluated and scored based on the quality of response to requirements of the RFP. HFCSSD will evaluate qualified submissions based on the criteria set out in the table below. Respondents are responsible for reviewing the questions and requirements and provide appropriate and sufficient information with the submission to enable the evaluation committee to assess the submission. Submissions to follow the format provided. Information submitted independent of the submission or after the request for Proposal closing will not be considered.
2. **Criteria:** The RFP evaluation criteria will be distributed within the following rating categories

Evaluation Criteria	Points
Schedule "B" – Questionnaire	60
Schedule "C" - Pricing	40
Total Points	100

3. **Cancellation due to budget:** HFCSSD reserves the right to cancel this RFP in its entirety after the advertised closing date if all qualified submissions exceed the allocated budget.
4. **Multiple award:** HFCSSD has the right to award to multiple Respondents.
5. **Lowest price:** The Owner is not under any obligation to award a contract to the Respondent with lowest price and reserves the right to terminate the RFP process at any time with all or any of the responding Respondents;
6. **Clarifications:** HFCSSD reserves the right in its sole discretion to request clarification from a Respondent after the closing date to seek further information from the Respondent without any obligation to notify or seek further information from any or all other Respondents. HFCSSD also reserves the right to verify any and all information provided by the Respondents in their Proposals through third party investigations or any other means without notice to the Respondent.

7. **Challenge of decision:** The decision to select or reject any Respondent shall be in the sole and absolute discretion of the Owner, and the exercise of that discretion shall not be subject to any challenge in any forum.
8. **Ownership of records:** The Respondent agrees that all Records and information contained in any Proposals becomes the property of the Owner and may be copied for internal use and may be subject to disclosure under the terms of the *Freedom of Information and Protection of Privacy Act*.
9. **Irregularities:** A Proposal that is informal, incomplete, qualified, non-compliant with the requirements of the Proposal documents, or otherwise irregular in any way, may be declared invalid and rejected. The Owner may accept or waive a minor and inconsequential irregularity, or where practicable to do so, the Owner may, as a condition of Proposal acceptance, request a Respondent to correct a minor and inconsequential irregularity with no change in Proposal price. The determination of what is, or is not, a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity of a Proposal, shall be at the Owner's sole discretion.
10. **Information disclosure:** All information provided by the Owner to Respondents and all information provided by Respondents to the Owner as part of or subsequent to their submission, is subject to the disclosure and protection provisions of the *Freedom of Information and Protection of Privacy Act*. This Act allows any person a right of access to records in the Owner's custody or control, subject to limited and specific exceptions as set out in the Act. Where applicable, Respondents may identify those portions of any submission from the Respondent to the Owner which the Respondent considers confidential and what harm could reasonably be expected from disclosure. The Owner does not warrant that such identification will preclude disclosure if disclosure is determined to be required under the Act.
11. **Negotiations:** HFCSSD reserves the right to negotiate the terms of any Proposals with any Respondent even if those negotiations substantially alter the original scope of this RFP without the need to negotiate with another Respondent respecting similar terms. The Respondent specifically agrees that such negotiation shall not be a breach of the duty of HFCSSD to act in good faith.
12. **GST Excluded:** Respondents shall not include the Federal Goods and Service Tax within the unit price.

End of Section

GENERAL CONDITIONS

1. **Agreement / Contract:** shall, when accepted by HFCSSD and the Contractor constitute the entire agreement between the Contractor and HFCSSD and no alteration, amendment or supplementary clauses shall be binding on HFCSSD without HFCSSD' prior written approval. Either the Contractor's written acceptance of the Contract or the shipment of any of the Purchased Goods /Services or the commencement of performance under the Contract shall constitute unqualified acceptance of the Contract or no contrary or additional terms or conditions shall apply.
2. **Contractor Compliance:** In accepting the Contract, the Respondent undertakes and agrees to provide the Purchased Goods/Services in strict compliance with the agreed terms and conditions.
3. **Shipment:** Unless otherwise agreed, it is the Contractor's responsibility to arrange full and complete protection and insurance of shipments while in transit to HFCSSD.
4. **Payment:** Payment for Purchased Goods/Services satisfactory to HFCSSD shall be net thirty (30) days from the date of an invoice, Canadian funds, unless otherwise agreed in writing by both HFCSSD and the Contractor.
5. **Changes in the work:** HFCSSD may, prior to the Purchased Goods / Services being supplied, order changes in the Purchased Goods/Services by means of a written Change Order. Any Change Order shall be deemed to be incorporated in the Contract.
6. **Indemnity:** The Contractor shall and does hereby indemnify and hold harmless HFCSSD, its elected officials, employees, servants, insurers, and agents, from any and all claims, demands, actions, causes of action, debts, dues, and accounts, that may arise, directly or indirectly, out of or relate to any act or omission of the Contractor, its employees, servants or agents, in the performance by the Contractor of its obligations under the Purchase Order/Negotiated Contract and such indemnification shall include payment of all costs of every kind incurred, or experienced, by HFCSSD, including the cost of all lawyers, and court costs. Contractor shall indemnify HFCSSD for any non-deduction of monies pursuant to the Income Tax Act. The provisions shall survive any termination, or expiration, of this Contract.
7. **Insurance:** Without limiting its liabilities under the Purchase Order/Negotiated Contract the Contractor shall provide, maintain, and pay for following minimum insurance coverages, in forms acceptable to HFCSSD:
 - a) Comprehensive or Commercial General Liability Insurance with limits of not less than **Five Million dollars (\$5,000,000.00)** inclusive per occurrence (annual general aggregate, if any, not less than **Five Million dollars (\$5,000,000.00)** against bodily injury, personal injury, and property damage. The following endorsements shall be included in all policies of insurance: premises, property, operations; blanket contractual; non- owned auto; broad form property damage; and each policy shall name HFCSSD, its elected officials, employees, servants, insurers and agents as

- additional insureds and contain a cross liability and severability of interest endorsement; 30 days advance notice to HFCSSD of cancellation or material change.
- b) Automobile Liability Insurance on all vehicles owned, operated, or licensed in Contractor 's name, with limits of not less than **Two Million dollars (\$2,000,000.00)**.
 - c) Professional liability in the amount of no less than **One Million dollars (\$1,000,000.00)**.
 - d) The COI must not be expired and **“The Board of Trustees of The Holy Family Catholic Separate School Division ”**must be included as an **additional Insured** with 30-day notice of cancellation clause.
 - e) Where such risks exist, Property Insurance in the form of an All-Risks Builder's Risk Policy or an All-Risks Installation Floater insuring not less than the full insurable value of the Purchased Goods/Services plus an appropriate value for risk of loss to HFCSSD' property, if any, in the Contractor's care, custody and control.
 - f) The Contractor shall, prior to supply of the Purchased Goods / Services, submit in a form acceptable to HFCSSD, proof that insurance coverages are in effect and meet specified conditions.
 - g) The policy, or policies, of insurance shall not contain any co-insurance clause, or other provision, that would require HFCSSD' insurers to act as primary insurers, and HFCSSD' insurance shall only be considered excess insurance.
 - h) HFCSSD reserves the right to require the Contractor to reasonably increase the amount of Comprehensive General Liability insurance during the term of this Contract or any renewals thereof, upon the provision of fourteen (14) days written notice to do so.
8. **Compliance:** The Contractor will, in addition to the requirements set out in this Contract, comply with all applicable municipal, provincial and federal statutes, laws, regulations and bylaws including, without limitation, any applicable workers' compensation, employment standards and occupational health and safety laws. The Contractor shall have proof of an account in good standing with the Workers' Compensation Board (Alberta) and shall supply HFCSSD with proof of coverage if requested and such account shall remain in good standing for so long as the Contractor is providing the Purchased Goods/Services.
9. **Workers' compensation and accident reports:**
- a) The Contractor shall, without limiting the Contractor's obligations or liabilities herein, obtain and continue to carry, at the Contractor's own expense and cost, Workers' Compensation Insurance covering all employees engaged in Work in accordance with the statutory requirements of the Province of Alberta;
 - b) The Contractor shall ensure such WCB account remains in good standing for so long as the Contractor is providing the Purchased Goods/Services. WCB coverage shall include all employees of the Contractor as well as personal coverage for any employers, proprietors, partners, and directors performing work at HFCSSD premises as part of the supply of the Purchased Goods /Services. The Contractor shall immediately notify HFCSSD, through the Director of Facility Services, of any accidents that occur during the provision of the supply by the Contractor. The Contractor shall provide to the Director of Facility Services copies of all internally prepared accident reports together with all other relevant materials and without restricting the generality of the

foregoing, copies of all police reports and witness statements. The Contractor shall immediately provide such reports to the Director of Facility Services as the reports are available.

10. **License:** Supplier must maintain valid business licenses and permits if applicable.
11. **FOIP:** The Contractor acknowledges that HFCSSD is a public body subject to the Freedom of Information and Protection of Privacy Act (FOIP). Confidentiality for any documents submitted by the Contractor cannot be ensured. Provisions exist under FOIP to allow disclosure of personal or business information where disclosure would not be harmful to the Contractor's business interests or not be deemed an unreasonable invasion of personal privacy as defined within FOIP. Personal information is defined in FOIP. The Contractor must identify any information or documents that are confidential and what harm could reasonably be expected from its disclosure. HFCSSD will act in accordance with the Act in respect of such information and document.
12. **Personal Information**

The gathering of personal information should be kept as long as needed to fulfill the purposes for which it was collected or as required by law. HFCSSD information should be deleted anonymized or pseudonymized once it is no longer needed for HFCSSD business requirements, legal obligations, resolved disputes, protect our assets, or enforce our agreements. Sharing of information is not approved unless HFCSSD approves it in writing.
13. **Pricing:**
 - a) If additional services should be requested by HFCSSD, the Contractor shall be required to provide pricing on additional related items. The Contractor agrees that such pricing shall be consistent with the pricing provided in the Contractor's Submission. Once HFCSSD has accepted the pricing supplied by the Contractor, those items shall be considered Goods pursuant to this Contract.
 - b) HFCSSD may perform audits to ensure the pricing methodology proposed by the Contractor in its submissions being applied to all invoices and applications for payment made by the contractor pursuant to the Contract. The Contractor will provide, assistance and all relevant records, as may be reasonably required by HFCSSD in order, to complete these audits.

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Terms and Conditions

1. **Administration:**

- a) HFCSSD's Representative is responsible for the administration, management, and supervision of results of this Contract.
- b) The Contractor, which term includes all personnel of the Contractor engaged in providing the Services, shall cooperate fully with HFCSSD's Representative.
- c) The HFCSSD' Representative shall remain responsible for the overall administration of the Contract.
- d) Any verbal or written notices or instructions from either of the Parties to the Contract shall be promptly complied with and in the case of verbal notice, that notice shall be confirmed in writing within three (3) working days.
- e) The Contractor shall establish effective and harmonious working relations and communications with the staff of HFCSSD, including but not limited to, the HFCSSD' Representative, Facility staff, and the general public.
- f) The HFCSSD' Representative shall be responsible for inspecting the quality of the Goods and Services from time to time to determine if the Contractor is complying with the requirements of this Contract and shall report items of concern to the Contractor.

2. **Reporting:**

- a) The Contractor shall report to HFCSSD's Representative on a regular or as needed basis with respect to any deficiencies or concerns which could adversely affect the safety of students, staff and visitors at any premises.
- b) The Contractor shall report to HFCSSD's Representative, within twenty-four (24) hours, any damage to HFCSSD premises as a result of Services performed.

3. **Performance of specifications:** The Contractor agrees to perform all Service as set out in this RFP. Additional tasks may be required from time to time, which conform to the intent of the specifications and HFCSSD.

4. **Time is of the essence:** The Parties acknowledge and agree that time shall be of the essence. When called upon on urgent projects that the Contractor shall provide service calls when needed within twenty-four (24) hours' notices from HFCSSD' Representative.

5. **Permits, notices, laws, and rule:**

- a) The Contractor shall be required to apply for, obtain, and pay for all necessary permits or licenses for execution of the Work.
- b) The Contractor shall give necessary notices and pay fees required by law and comply with laws, ordinances, rules, and regulations relating to the Work and to the preservation of public health and safety.

6. **Relationship**

- a) Nothing in this Contract shall be construed to imply a joint venture agreement, principal and agent relationship or partnership, between the Contractor and HFCSSD, nor the relationship of employer and employee.
- b) Neither Party shall have the right, power, or authority to create any obligations, express or implied, on behalf of the other Party except as expressly set out herein.

7. **General compliance:** The Contractor hereby represents and warrants with and to HFCSSD, and acknowledges that HFCSSD is relying upon such representation and warranty, that the Contractor is in compliance with all laws, and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise relating to the said approvals, permits, licenses, certificates or authorizations.

8. **Independent contractor:**

- a) It is understood and agreed by the Contractor that no deductions will be made by HFCSSD from any Contract monies paid to the Contractor hereunder and that no additional monies will be paid by HFCSSD on account of any income tax, employment insurance, workers' compensation, holiday pay, Canada Pension Plan contributions or the like.
- b) The Contractor shall accept full and exclusive responsibility for payment of any and all taxes and contributions including, but not limited to the above noted deductions which may now or hereafter be imposed by the Government of Canada or any Provincial legislation whether related to wages, salaries, or remuneration, howsoever described, paid to persons employed by the Contractor, or otherwise paid for the Work to be performed under the Contract.
- c) The Contractor shall comply with all Federal and Provincial laws regarding such subjects, and all rules and regulations promulgated thereunder and shall maintain suitable forms, books, and Records.
- d) The Contractor agrees to save harmless and indemnify HFCSSD from the payment of any such taxes, contributions, penalties, or like payments to which HFCSSD may be subject as result of the failure of the Contractor to comply with this Contract.

9. **Contractor's Compensation:** The Contractor agrees that the prices and fees specified in **Schedule "C" – Pricing**, represents full compensation for performing all the Services required to be performed under the terms of this Contract, and for all loss or damage incurred by the Contractor arising out of the provision of Services, unless caused by the gross negligence of HFCSSD or its personnel, and for all risks of every description connected with the provision of Services hereunder.

- a) Under no circumstances will HFCSSD pay costs or charges of any sort whatsoever over and above or in excess of the prices or fees, absent HFCSSD's express documented and advance approval.

- b) The prices or fees shall be fully inclusive of Contractor's entire profit for supplying the Goods and Services in accordance with the requirements of the Contract, as well as all costs, overhead, contingency, expenses, and allowances including:
- all project management, materials, equipment, specialist services, consumables, utilities, temporary facilities, taxes, fees, duties, supervision required to supply the Goods and Services in accordance with the Contract;
 - all nonproductive time, howsoever caused;
 - all costs associated with complying with health and safety requirements;
 - corporate and administrative services such as legal, advertising, recruiting, general procurement, corporate accounting, marketing, industrial relations, sales, and their related office costs; and
 - All payrolls, employment, travel, subsistence accommodation and like costs for Contractor and personnel directly or indirectly engaged in the performance of the Work.

10. Invoice Verification and Submission:

- a) All amounts are stated in Canadian dollars unless otherwise specified and are inclusive of all taxes except any amounts in respect of GST.
- b) Each invoice shall be comprehensive and shall detail each School, line itemizing each item, the quantity of each item ordered, the price of each item and total price of the full quantity ordered 'as per **Schedule "C" – Pricing**. The invoice shall have the total amount tallied for each School, a grand total of the full monthly amount owed for all Schools, along with the HFCSSD assigned contract number to ensure no delay in payment.
- c) The Contractor shall provide such documents, Records, books, and receipts as HFCSSD may reasonably require verifying a claim for payment made in accordance with **General Conditions** and **Schedule "C" – Pricing**.
- d) The invoices will be received by HFCSSD no later than the 5th Business Day of the following month in which the Work was performed.
- e) The invoices are to be sent via email to AP@hfcrd.ab.ca and addressed to:

Accounts Payable

The Holy Family Catholic Separate School Division

10307 99 St, Peace River, AB T8S 1K1

11. Payment

- a) Payment will be net 30 days from date of invoice.
- b) If the invoice is not comprehensive, invoice Verification and Submission payment for Services will be withheld until at such time as the detail is received.

12. Indemnification:

- a) The Contractor shall indemnify and save harmless HFCSSD, its elected officials, officers, employees, servants, agents, and insurers of and from any and all costs, actions, dues, liabilities, damages, expenses, causes of action, suits, claims, judgment, penalties, fines, and any legal expenses incurred by HFCSSD, or by third parties which are directly or indirectly attributable to the Contractor, or acts or omissions or negligence of the Contractor or any of its employees or others for whom it is responsible in law, in the performance of the Services under this Contract.
- b) This indemnification provision shall survive the termination of this Contract.

13. Non-assignment: The Contractor shall not assign this Contract.

14. Liability:

- a) HFCSSD shall not be liable or responsible for bodily or personal injury, including death or property damage of any nature whatsoever that may be suffered or sustained by the Contractor or its employees or agents in the performance of the Services pursuant to this Contract.
- b) The Contractor shall be responsible to ensure that all products and equipment and processes used shall not damage the surface on which they are applied or used.
- c) All damage resulting from the use or misuse of materials or equipment by the Contractor, or its agents or employees shall, at the option of HFCSSD, be repaired or replaced, to the satisfaction of HFCSSD by the Contractor at the Contractor's sole cost.
- d) HFCSSD may repair such damage and deduct the amount of such repairs from any amount owing under this Contract or issue an invoice to the Contractor.
- e) Where it is not practical or desirable to repair the damage, HFCSSD may estimate the cost of replacement and deduct the amount thereof from any payment to the Contractor or issue an invoice to the Contractor.

15. Non-fulfillment:

In the event of failure on the part of the Contractor to meet the deliverables, HFCSSD shall take all actions necessary to complete the Work.

16. Rejected Goods:

Defective goods or damage resulting from poor workmanship, carelessness, or acts of omission by the Contractor, which is rejected by HFCSSD as failing to conform to the contract, shall be replaced or repaired by the Contractor at its own expense.

17. Occupational health and safety requirements:

- a) The Contractor acknowledges that the Contractor is an employer as defined in the Occupational Health & Safety Act, and that the Contractor will, as a condition of this Contract, comply with the Occupational Health & Safety Act, and the Regulations hereto, and the Occupational Health and Safety Code in the performance of the Contractor's duties within the terms of this Contract.

- b) To the extent any legislation may require the designation of a prime contractor, the Contractor shall fulfil that role in place of HFCSSD in relation to provision of the Services.
- c) In the event the Contractor fails to comply with the said Act or any rules or regulations and HFCSSD is required to take any steps or pay any sums to rectify such non-compliance, HFCSSD may deduct the cost of such rectification from any monies due or to become due to the Contractor on this or any contract between the Contractor and HFCSSD and recover the balance if any by civil action if such deduction does not fully cover the costs.
- d) The Contractor shall institute and will maintain a safe work program, including policies, procedures and training as may be reasonably necessary to protect and keep safe the Contractor's staff.
- e) A copy of the safe work program shall be made available to HFCSSD upon request.
- f) The Contractor(s) must provide proof of vaccination status and follow all applicable Division and Public Health infection control protocols. (Applicable to mandatory site visits and awarded tenders).

18. Working alone:

- a) All Contractors including owner/operators and/or their workers shall comply with Part 28 of the Alberta Occupational Health and Safety Code.
- b) This means ensuring that a job hazard assessment is conducted when the job involves working alone. All contractors including owner/operators and/or their workers that work alone must have an effective means of electronic communication in place.
- c) This includes having regular contact with a person designated by the owner/operator and/or employer that can provide immediate assistance if needed at intervals appropriate to the hazards identified by the assessment.
- d) If electronic communication is not feasible then the owner/operator and/or worker must be visited by the designated person or the owner/operator/worker contacts the designated person at appropriate intervals deemed suitable by the working alone hazard assessment.

19. WHMIS and TDG: The Contractor shall comply with all Workplace Hazardous Material Information System (WHMIS) and Transportation of Dangerous Goods (TDG) Regulations.

20. Notice: The Parties hereto agree that for the purposes of any communication required between the Parties or in respect of the giving of any notice to be given by either of the Parties, the address for each of the Parties to which such communication or notice may be sent to the representatives stated in the RFP.

21. Information disclosure:

- a) All information provided by HFCSSD to the Contractor pursuant to the Contract and all information provided by the Contractor to HFCSSD pursuant to the Contract, is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (FOIP).
- b) This Act allows any person a right of access to Records in HFCSSD's custody or control, subject to limited and specific exceptions as set out in the Act.

- c) Where applicable, the Contractor may identify those portions of any submission from the Contractor to HFCSSD which the Contractor considers confidential and what harm could reasonably be expected from disclosure.
- d) HFCSSD does not warrant that such identification will preclude disclosure if disclosure is determined to be required under the Act. Prior to disclosing to HFCSSD any individual's personal information, the Contractor shall obtain the consent of the affected individual.
- e) Such consents shall be in writing and shall specify to whom the personal information may be disclosed and how the personal information may be used.

22. Disputes:

- a) Contractor shall notify HFCSSD in writing immediately if the Contractor holds that a decision by HFCSSD or the HFCSSD's Representative is in error or at variance with the Contract Documents.
- b) If the dispute is not resolved promptly, HFCSSD will give such instructions as are necessary to continue the Work and to prevent delays pending settlement of the dispute. Contractor shall act immediately according to such instructions; it being understood that by so doing neither Party will jeopardize any claim they may have.
- c) If it is subsequently determined and agreed that such instructions were in error or at variance with the Contract Documents, HFCSSD will pay Contractor for additional costs incurred by Contractor in carrying out the Work required by such instructions, such additional costs being the amount beyond what the Contract Documents, correctly understood and interpreted, would have required Contractor to incur.
- d) In the case of any dispute arising between HFCSSD and Contractor as to their respective rights and obligations under the Contract, either Party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof, and the Parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the Arbitration Act.
- e) Notwithstanding any disputes, including arbitration proceedings, Contractor shall carry out the Work and maintain its progress.

23. Termination:

- a) HFCSSD may terminate this Contract for convenience without the need for any reason upon the provision of thirty (30) days' written notice to the Contractor.
- b) In the event of such termination HFCSSD shall pay to the Contractor all amounts due and owing for the provisions of Services up to and including the date of termination. No further payment shall be made to the Contractor.
- c) The Contractor shall be deemed to have committed an act of default, which shall result in immediate termination of this Contract upon the occurrence of any of the following events:
 - i. If the Contractor shall become bankrupt or acknowledges insolvency;
 - ii. If the Contractor shall be ordered to be wound up by a court of competent jurisdiction;

- iii. If the Contractor shall make a general assignment for the benefit of his creditors;
 - iv. If a liquidator, receiver, receiver manager or trustee in bankruptcy is appointed for or on behalf of the Contractor;
 - v. If the Contractor shall fail to maintain insurance required in accordance with General Conditions, Article 9 – Insurance herein;
 - vi. For non-performance in accordance with the provisions contained in this Article.
- d) In the event, that HFCSSD terminates the Contract in accordance with this Article, HFCSSD shall pay to the Contractor all amounts due and owing for the provision of Services, up to and including the date of termination. No further payments shall be made to the Contractor.
- e) The Parties agree that in the event, that HFCSSD is of the opinion that the Contractor has not performed and is not performing in accordance with the terms of this Contract HFCSSD may cancel this Contract in whole or in part, in accordance with the following provisions:
- i. Prior to exercising HFCSSD's right of termination for non-performance, HFCSSD shall, provide twenty-four (24) hours' written notice to the Contractor of the alleged nonperformance and in the event, that the non-performance is corrected to HFCSSD' satisfaction within twenty- four (24) hours of the notice having been given notice, HFCSSD will not exercise its powers and rights of termination.
 - ii. It is further agreed that should alleged non-performance be a repeat notice of the same non-performance, HFCSSD may exercise its power of termination forthwith without any time to cure the non-performance.
- 24. Amendments:** Any Article of this Contract may be amended by the mutual consent of the Parties, in writing, to this Contract.
- 25. Force Majeure:**
- a) Force Majeure shall mean any event causing a bona fide delay in the performance of any obligations under this Contract (other than as a result of financial incapacity) and not caused by an act, or omission, of either Party, or a person not at arm's length with such Party, resulting from:
 - i. An inability to obtain materials, goods, equipment, services, utilities, or labour;
 - ii. Any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the parties;
 - iii. An inability to procure any license, permit, permission, or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv. A strike, lockout, slowdown, or other combined action of workers;
 - v. An act of God or pandemic.
 - b) Neither Party shall be liable to the other for any failure to comply with the terms of this Contract if such failure arises due to force majeure.

- c) During any period of force majeure, the obligations of HFCSSD shall abate to the extent required and the obligation to pay any amounts under this Contract shall abate, or otherwise be reduced in proportion to the obligations of the Contractor not performed by the Contractor as determined by HFCSSD during such period.
- d) In the event, that force majeure endures for seven (7) days and the Contractor does not fully perform the Services, HFCSSD may consider the Contractor is no longer able to fulfill its obligations hereunder and may obtain the Services elsewhere and deduct the cost of so doing from any amounts that might have been payable to the Contractor hereunder.
- e) In addition, HFCSSD may terminate this Contract on twenty-four (24) hour notice after seven (7) days during which the Contractor has not fully performed the Services.

End of Section

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SCHEDULE “A” – SCOPE OF WORK

1. The Intent

The intent of this contract is for the provision of professional consulting services for Value Scoping Sessions in accordance with the specifications and terms and conditions set out in this document.

Value Scoping aims to identify solutions that provide the highest value for money while maximizing the utilization and functionality of school infrastructure to optimize the learning environment and educational program delivery for Alberta students.

Value Scoping is a structured, problem-solving process based on the value management discipline using function analysis to develop a range of alternatives and achieve consensus around a preferred solution that provides the optimum balance that maximizes functionality and minimizes costs.

The input and engagement of all participating stakeholders is critical to ensure that a broad range of perspectives are considered in the development and evaluation of potential options. An optimal outcome is a consensus around a preferred option, however, decisions related to capital plans rest with The Board of Trustees of The Holy Family Catholic Separate School Division.

2. Background

St Andrew’s School (K – 12), located in the Town of High Prairie, has a gross area of 6,784 Sq. M and enrolment capacity of 885 students. The school was originally constructed in 1957, and currently resembles a maze with seven (7) additions over the years. Renewal of roofing and flooring in various sections are now overdue. The Division continues to be faced with situations requiring work on the mechanical and electrical systems to keep this school running and to meet safety and insurance needs. The junior high and senior high school gyms are too small for students and safety is a huge concern.

The division embraces the government’s initiative in creating more opportunities for students to pursue their passions through the enhanced Career Technology Study programs that positively feed into the collegiate model. The school is currently not set up to provide high school students with options under these programs.

The division continues to be faced with mechanical and electrical renewal situations requiring to keep this school running by workarounds to meet safety and insurance needs.

The IMR/CMR funding has not been enough to meet the renewal needs identified in the 2018 Alberta Infrastructure Audit Inspection report.

HFCSSD recognizes that enrolment decline is putting pressure on program delivery and the effective operations of the school facilities. Alternative solutions should be considered and reviewed to ensure program viability and quality of educational learning environments.

3. Communication Expectations

3.1 The contractor is responsible for the following:

- a) preparation of messaging about the session to target audience/participants
- b) design and placement of advertisements
- c) drafting and delivering direct mail to participants if applicable, or email invitations
- d) organizing all aspects of the session itself (confirming who is able to attend, rental or booking of space, on site logistics including set-up and break-down, refreshments, clean up, audio-visual set-up)
- e) design and creating signage, maps and other displays
- f) printing materials for distribution to participants

3.2 Sign-off

It is the responsibility of the Contactor to obtain HFCSSD sing-off on messages, advertisements, materials and displays. The HFCSSD prime contact or designate has the final sign-off authority. A minimum of 3 working days is required for sign-off. Approved communication materials must be provided to HFCSSD 1 week prior to posting date, open house date, Board Caucus date or Public Board Meeting.

4. Value Scoping Exercise

4.1 The objectives of this Value Scoping exercise

- a) Ensure that the school facility provides an environment that supports 21 First Century Learning and a full spectrum of programing including Career and Technology Studies for students in Kindergarten to Grade 12.
- b) Ensure that the school facility has the capacity and is of the appropriate size to allow for enhanced program opportunities, enriched student experiences, and the efficient and effective use of resources.
- c) Ensure that short and long-term maintenance issues are addressed.
- d) Explore the enhancement of existing partnerships also new opportunities for new partnerships.

4.2 The above objectives will be achieved through the following process:

- a) **Preparation**
 - i. Meeting between HFCSSD and the “planning” contractor to define planning study goals, planning study scope, and determine what information and data will be required to complete the study.
 - ii. Data and information require includes but is not limited to; Deferred Maintenance, Facility Condition Index, Enrolment Projections (5 and 10-year), Floor Plan, Capacity, School Capital Manual Design Guidelines.

b) Facility Tour

- i. Gain first-hand experience on how efficiently the school is being utilized.
- ii. Gain a first-hand understanding of the maintenance and condition of the facility and site.
- iii. Garner an understanding of how the facility supports current and potential programming.
- iv. Establish previous 10-year enrolment trends by grade and projected enrolments by grade for the next 10 years.

c) Planning Session

- i. In consultation with relevant local authorities, examine historical and projected population growth rate in the Town of High Prairie and surrounding communities served by the facility;
- ii. Define what improving program excellence, enhancing program opportunities, enriched school grading structure, and efficient and effective use of facilities means to stakeholders;
- iii. Discuss the enhancement of existing partnerships and the potential for new partnerships opportunities;
- iv. Brainstorm options for long-term solutions to optimize the design of St. Andrew's School for the local student demographic, educational programs, sustainable facility operations (decanting/student accommodation strategies if necessary) and partnership opportunities;
- v. Develop detailed plans, site plans, scope of work and cost estimates for each proposed solution;
- vi. Evaluate the performance of each solution;
- vii. Identify and define key project (scope and delivery) performance criteria for the project called critical performance attributes and requirements;
- viii. Establish the hierarchy and impact of these criteria upon the project by establishing the relative importance of the performance attributes in meeting a project's need and purpose;
- ix. Develop measurement scales to quantify (or qualify) performance levels;
- x. Establish the baseline of the project performance by evaluation and rating the effectiveness of the baseline solution;
- xi. Identify the change in the performance of alternative project concepts generated by the session;
- xii. Compare performance to cost ratios of alternative design concepts and determine performance improvements.

4.3 Expected Outcomes of the Value Scoping Exercise

a) The exercise will lead to:

- i. Building consensus among project Stakeholders
- ii. Documented stakeholders' analysis of each proposed solution
- iii. Providing decision-makers with a means of comparing the benefits of various solutions in a way that can assist with making better decisions
- iv. A detailed plan, scope of work and cost estimates for a supportable solution that the jurisdiction can submit for a capital request.
- v. All study documentation will be compiled into a final report

4.4 Value Scoping Workshop Structure

The Value Scoping Workshop shall be a two-day session held within the community or near the school. Involvement of government representatives, local decision makers, and local community stakeholders including students and staff ensures that information is available to guide decision making with the added benefit of stakeholders taking ownership of the solution if a consensus around a preferred option is achieved.

The contractor shall furnish all labour, management, supplies, equipment and materials (other than those furnished by The Holy Family Catholic Separate School Division), provide professional services of an Architect and Cost Consultant and do all things necessary for performance of the work as set forth in this contract. The contractor shall provide The Holy Family Catholic Separate School Division all required reports and supporting material developed during the session. During the execution of work, the contractor shall provide adequate professional supervision and quality control to assure the accuracy, quality, completeness and progress of the work. The Value Scoping will consist of three phases, which are the preworkshop, workshop and post-workshop.

4.5 Scope of Work – Resource Roles and Responsibilities

HFCSSD is seeking a team of Resources capable of successfully performing the Services described in the Scope of Works. At a minimum, the proposed Resource team must consist of at least four (4) individuals committed to the Value Scoping Sessions: one (1) Facilitator, one (1) Recording Assistant, one (1) Architect, and one (1) Cost Consultant. One of these team members may also be designated as the Writer, or the Writer may be an additional team member.

4.5.1 Facilitator

The services of a facilitator are required to organize and facilitate the session with the team participants. The facilitator will direct deliverables on assigned Value Scoping sessions to ensure that they are accomplished according to HFCSSD deadlines, requirements and quality standards, and will integrate the contributions of multiple stakeholders and serve as primary contact to HFCSSD for service delivery and ongoing communications.

An experienced facilitator is critical to the success of a Value Scoping workshop. The independent facilitator ensures an unbiased approach to the discussion and development of criteria for evaluation of options. The development of a principles-based approach to the evaluation of options must be in alignment with both Government of Alberta approval criteria and the jurisdiction's functional program. The key role of the facilitator is to lead a structured process for the development of weighted criteria to be used later in the workshop for evaluating the options.

The facilitator is responsible for arranging the workshop logistics, agenda development, and moderation of the discussion. The facilitator will apply established Value Scoping principles and processes to ensure the workshop generates a range of options for consideration while ensuring that the options generated are feasible and supportable within the range of Alberta Education's approval criteria. After a range of options and

cost estimates are prepared, the facilitator leads a structured evaluation of how each option meets the weighted evaluation criteria that were developed earlier. Using established Value Scoping processes, the facilitator guides the participants through a process to determine which of the options, considering cost, functionality and the evaluation criteria, provides the most value for money.

4.5.2 Recording Assistant

The recording assistant's role is to capture and record the Value Scoping session discussion in order to ensure there is a thorough record of the deliberations and to enable the facilitator to focus solely on their key role and responsibilities in leading the session.

4.5.3 Architect

The registered architect's primary role is to lead the development of a range of options for consideration. The architect shall participate in the facilitated Value Scoping session and provide input into the final report.

Prior to the Value Scoping session, the architect is responsible for attending the pre-Value Scoping facility tour(s), and assembling information around constructability, potential code issues, hazardous materials, or bylaw constraints. The pre-Value Scoping preparation of the architect also includes a verification of the small-scale plans compared to the existing building(s) and the preparation of tables outlining variances of the existing spaces compared to current Alberta Education space standards. Prior to the Value Scoping session, the architect is responsible for assembling information related to the existing building to support informed discussion and decision making during the creative phase of the workshop when potential design solutions are developed. The architect's familiarity with Alberta Government policies and processes is valuable and experience with Alberta Education and Infrastructure processes, policies and guidelines would be an asset.

During the workshop, the architect will develop an understanding of the school's programming focus. The architect is responsible for leading integration of the program requirements into block schematic design solutions during the creative phase. The architect is responsible for giving a presentation to the stakeholders on current thinking and recent successful trends in school design to inspire creative thinking when the stakeholders collaboratively develop options for consideration. The architect should lead two or more sub-teams of stakeholders in breakout groups that separately create multiple options for consideration.

A well-developed understanding of the government's criteria for approval will ensure that the range of options developed could be supported by government. The architect's drawings must be in sufficient detail to support the cost consultant's work in estimating costs for each option. The drawings and detailed descriptions of each option are among

the key deliverables of the architect during the Value Scoping session. Block schematic drawings with approximate room areas support the work of the cost consultant in the development of cost estimates. The drawings and option descriptions form the core of the final Value Scoping report.

4.5.4 Cost Consultant

The cost consultant shall participate in the facilitated Value Scoping session and provide input into the final report. The cost consultant holds a Professional Quantity Surveyor (PQS) designation and has familiarity with school construction projects, the Alberta construction industry and Alberta Education and Infrastructure standards, processes, policies and guidelines.

The cost consultant is responsible for estimating the construction and soft costs of each the potential options. The cost is also required to complete a life cycle cost analysis outlining a net present value estimation of the costs of construction and of long-term operation of each option. The cost consultant's report is integrated into the final report. Estimated project costs are a key part of the calculation of each option's value proposition (Functionality / Cost = Value).

4.5.5 The Writer

One of the team members noted above may be designated as the Writer, or the Writer may be an additional team member. After the workshop, the writer is responsible for developing a detailed report capturing the essence of the discussion during the workshop, including documentation of processes during the functional analysis, creative and evaluation phases. The VS workshop report is the key deliverable of the session, describing in detail the process used to generate, evaluate and cost the options. Subsequent to any required further investigations, the writer is responsible for completing the draft and final versions of the report after a subsequent meeting between the school jurisdiction and Alberta Education / Infrastructure.

The report must be clearly written, comprehensive, well organized, and free of grammar, punctuation or spelling errors. The final report must adhere to a recognized writing style guide, for example, *The Canadian Style: A Guide to Writing and Editing* or the *Hansard Association of Canada Style Guide*, or other mutually acceptable standard as agreed upon.

4.6 Required Expertise – Proposed Resources

The Contractor Resources proposed and named in the specified roles must possess the following required Expertise:

4.6.1 Facilitator

- a) Familiarity with the value scoping discipline, including processes to develop criteria for evaluation of options, options development and processes for selecting the option that provides the highest value for the client; AND
- b) Experience in facilitation of value scoping workshops for public infrastructure projects or in facilitation of project scope development for school infrastructure projects.

4.6.2 Architect

- a) Registration for professional practice in architecture in Canada, e.g. AAA designation or equivalent; AND
- b) Experience in designing school buildings for primary and/or secondary education in Canada.

4.6.3 Cost Consultant

- a) Professional Quantity Surveyor designation; AND
- b) Experience in developing cost estimate(s) for school construction and/or school modernization project(s) in the past five (5) years in Alberta.

4.6.4 Writer

Demonstrated experience writing and editing reports to a professional standard.

4.7 Confidentiality and Security of Information

The Contractor shall:

- a) Keep strictly confidential all information concerning Alberta Education and/or third parties, or any of the business or activities of HFCSSD and/or third parties acquired;
- b) only use, copy or disclose such information as necessary for the purpose of submitting a Proposal or upon written authorization of Alberta Education; and
- c) maintain security standards, including control of access to data and other information, consistent with the highest standards of business practice in the industry.

End of Schedule "A"

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SCHEDULE “B” – QUESTIONNAIRE

1. Respondent information

Name of Contractor: _____
Name of Representative: _____
Phone number: _____
Email address: _____
Title: _____

2. Provide a brief overview of the company history, including the number of years in continuous operation, corporate status, organizational chart, scope of professional services, and the number of staff. Attach additional documents if necessary.

3. Describe in detail your planned organization structure for this contract.

Facilitator

4. Identify who will be part of this project and the role, submit resumes. Along with your familiarity with the value scoping discipline, including processes to develop criteria for evaluation of options, options development and processes for selecting the option that provides the highest value for the client;

State Compliance: Yes or No

- 4.1 Experience in facilitation of value scoping workshops for public infrastructure projects or in facilitation of project scope development for school infrastructure projects.

State Compliance: Yes or No

Architect

5. Registration for professional practice in architecture in Canada, e.g. AAA designation or equivalent.

State Compliance: Yes or No

- 5.1 Experience in designing school buildings for primary and/or secondary education in Canada.

State Compliance: Yes or No

Cost Consultant

6. Professional Quantity Surveyor designation

State Compliance: Yes or No

- 6.1 Identify what your experience is in developing cost estimate(s) for school construction and/or school modernization project(s) in the past five (5) years in Alberta?

_____ **State Compliance: Yes or No**

Writer

7. Demonstrated experience writing and editing reports to a professional standard.

_____ **State Compliance: Yes or N**

8. Provide past project experience within the last five years, which clearly demonstrate your knowledge and expertise in delivering the goods and services outlined in this RFP.

9. Provide 3 references from public/similar organizations that are similar in size and scope of this RFP service. Include current contact names with email addresses, and phone numbers, with a brief summary and example of the types of services /work provided including the duration of time you have provided service.

10. Identify how your company will dispose of HFCSSD information after the project is complete.

11. The Respondent represents and warrants that their Response has been submitted without collusion from any other person who may have submitted a Response and the Respondent has not compared figures with any other party that may be submitting a Response. The Respondent has not made an agreement with any other party whereby that party has agreed not to submit a Response.

State Compliance: Yes or No

12. Prices for the Term of the contract **must** remain firm. **NOTE:** Proposed percentage increases for annual renewals will be subject to scrutiny, may be negotiated and may not necessarily be accepted.

State Compliance: Yes or No

13. HFCSSD standard payment term is Net 30 days. Specify if early payment discounts would be offered if payment is made prior to Net 30:

Within 20 days after receipt of goods/services	_____	%
Within 15 days after receipt of goods/services	_____	%
Within 10 days after receipt of goods/services	_____	%

State Compliance: Yes or No

14. The Contractor shall provide on-site personnel with no prior criminal record or investigations, including the vulnerable sector, who are insured, uniformed, and wear proper identification tags. In addition, the Contractor shall provide and maintain Contractor Owned/Contractor Operated equipment to accomplish the services required. All personnel providing the services on behalf of the Contractor shall be bonded as required by HFCSSD.

State Compliance: Yes or No

15. Include a copy of your current Certificate of Insurance naming **The Board of Trustees of The Holy Family Catholic Separate School Division** as additional insured.

State Compliance: Yes or No

16. Include a current Clearance letter from Worker's Compensation Board.

State Compliance: Yes or No

17. HFCSSD preference is to be your number one priority customer, where would HFCSSD fall within your organization? _____.

18. List value added services your organization offers that have not already been requested in this RFP that would provide benefit to the achievement of HFCSSD' objectives and requirements associated with this RFP.

End of Schedule "B"

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SCHEDULE “C” – PRICING

This **Schedule “C”** forms part of this Contract and as such is subject to all Terms and Conditions set out herein. Unless otherwise defined herein, defined terms used in this **Schedule “C”** shall have the same meaning as such terms have in the Contract. Payments to the Contractor are governed by **General Conditions**.

Material	Quantity	Unit Price	Total
Project Cost			
		Sub-total	
		GST	
		TOTAL	

Provide hourly rates in case of additional work is required

Labor	Hours	Rate	Total
Facilitator			
Recording Assistant			
Architect			
Cost Consultant			
Report Writer			
		Sub-total	
		GST	
		TOTAL	

Provide a communication plan.

The communication plan should include but is not limited to:

- Expected dates for all key events (i.e. Pre-workshop school tours, each working session etc.)
- Personnel required for engagements
- The design and cost of each working day session
- The expected dates of delivery of the draft and final report.

End of Schedule “C”

SCHEDULE “D” – OCCUPATIONAL HEALTH & SAFETY FORMS

NOTE: Only the successful Respondent will be required to complete these forms.

HFCSSD Contractor Health & Safety General Orientation

Contractor Health and Safety Acknowledgement Form Fillable

General Health and Safety Expectations

SCHEDULE "E" – SECTION 1 - HFCSSD FORM OF AGREEMENT (SAMPLE)

THIS CONTRACT is dated the ____DAY OF __, 20__.

Between:

The Board of Trustees of The Holy Family Catholic Separate School Division
10307 99 St, Peace River, AB T8S 1K1
(Called "HFCSSD")

And

[INSERT COMPANY NAME HERE]
(Called the "Contractor")

WHEREAS HFCSSD has deemed it advisable to make provisions for Goods as set out in the RFP;

AND WHEREAS the Contractor submitted a response to HFCSSD' Request for Proposal dated the _____, day of _____, 20__ signed by _____, along with any other additions.

NOW THEREFORE the parties hereto hereby agree as follows:

The Contractor represents that it is fully qualified, experienced, and able to execute and complete the Service (including remedying any defects or errors therein) and has agreed to do so on the terms and conditions of this Contract.

1. **Operative Provisions**

1. In this Contract, including the preambles, words and expressions shall have the meanings assigned to them in the General Conditions and, if not assigned a particular meaning, shall be given their ordinary and common meaning subject to the context in which the word or expression is used always with a view to providing the greatest benefit for HFCSSD.

2. **Contract Documents**

The Contract Documents will be interpreted in the manner that gives the greatest benefit and protection to HFCSSD and creates the greatest obligation on the Contractor. The Contract shall consist of the following documents all of which together constitute the agreement between HFCSSD and the Contractor:

1. Section 1 - Form of Agreement;
2. Section 2 - General Conditions;
3. Section 3 - General Requirements;
4. Section 4 - Commercial Conditions;
5. Schedule "A" – Scope of Work;
6. Schedule "B" – Questionnaire;
7. Schedule "C" – Pricing;
8. Schedule "D" – Occupational Health & Safety Forms;
9. Schedule "E" – Section 1 - HFCSSD Form of Agreement (Sample);
10. Schedule "F" – Section 2 – General Conditions
11. Schedule "G" - Section 3 – Supplementary Conditions

3. Contract Value

1. The prices or fees of Service will be set out in **Schedule "C" – Pricing**.

4. Contract Term

The initial term of this Contract will be from, **20XX** to **20XX**, with option to renew for XXX () XXX () additional year periods(s) ending **20XX**.

5. Renewal or Extension

It is sole discretion of HFCSSD to exercise the option to renew. In the event that any discussion takes place between the Contractor and HFCSSD regarding possible renewal or extension of the term of this Contract, such discussions shall not alter the termination date hereof. If no extension or new Contract is entered into in writing, prior to the completion date as set out in Section 1 – Form of Agreement, Article #4 – Contract Term, stated above in this Contract then the expiration of this Contract shall be considered to be distinct from the termination of this Contract by either of the Parties.

6. Rights and Remedies

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligation, and rights and remedies otherwise imposed or available by law. No action or failure to act by HFCSSD, or Contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. Disputes

Differences between the parties to the Contract as to interpretation application or administration of this Contract which cannot be resolved by mutual agreement shall be settled by the arbitration process outlined in Section 2 – the documents shall be given precedence in the order listed, with documents higher on the list taking precedence over documents lower on the list.

8. Addresses for Notices

The Contractor's Representative at:

[INSERT COMPANY NAME, ADDRESS AND CONTACT HERE in same format as above]

HFCSSD's Representative for Contractual Obligations:

The Board of Trustees of The Holy Family Catholic Separate School Division
10307 99 St, Peace River, AB T8S 1K1
Attention: Nicholas Masviken
Title: Secretary Treasurer
Email: Nicholas.masviken@hfcrd.ab.ca
Phone: 780.624.3956

HFCSSD's Representative for

Services: Department: Facilities

Attention: Perry Brust

Title: Operations and Facilities Manager

Email: perry.brust@hfcrd.ab.ca

Phone: 780.624.3956

9. Law of the Contract

The law of the Place of the Work shall govern the interpretation of the contract.

10. Language of the Contract

These Contract Documents are prepared in the English language and is agreed that in the apparent discrepancy between the English and any other language, the English language shall prevail.

11. Entire Agreement

This Contract and all attached schedules constitute the entire agreement and supersedes any prior agreement, understandings or discussions of the parties except that those representations, warranties, inducements and promises made by the Contractor upon which HFCSSD as relied in entering into this Contract are included as terms of this Contract. This Contract will be construed in the manner that creates the greatest duty on the Contractor, and provides the greatest protection to HFCSSD, regarding the provision of the Services, which shall be supplied on a best practices basis, and to the full satisfaction of HFCSSD.

12. Succession

This Contract shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors, and assigns.

- 13. Participation clause:** The respondent must provide the Goods/Services that form part of this RFP directly to other Alberta school authorities under the same terms and conditions as stated in this RFP. Any exceptions to the terms and conditions as they pertain to other school authorities are detailed in this RFP. A list of eligible school authorities can be found at <https://education.alberta.ca/alberta-education/school-authority-index/everyone/albertaschools/>.

IN WITNESS WHEREOF the parties hereto have executed this Contract by their duly authorized representatives on the date set out below their respective signatures.

The Board of Trustees of The Holy Family Catholic Separate School Division	[INSERT NAME OF COMPANY HERE]
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
Date:	Date:

End of Section 1

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SCHEDULE “F” – SECTION 2 – GENERAL CONDITIONS

1. Definitions

- a) **Alberta Time:** Mountain Standard Time (MST) or Mountain Daylight Time (MDT) as provided for in the Daylight-Saving Time Act (Alberta).
- b) **HFCSSD:** Board of Trustees of The Holy Family Catholic Separate School Division (HFCSSD).
- c) **HFCSSD’s Representative:** Board’s representative who shall, unless the Contractor is expressly advised otherwise by a duly authorized officer of the Board, have full authority to act on behalf of and bind HFCSSD under the Contract.
- d) **Business Day:** 8:30 am to 4:30 pm, MST, Monday to Friday, excluding holidays observed by the Board.
- e) **Contract:** This contract(s) or a purchase order that may be entered into by the Board with a successful Contractor(s) for Goods or Services.
- f) **Contract Documents:** The documents outlined in Section 1 – Form of Agreement, Article #2 – Contract Documents.
- g) **Contractor:** The corporation, sole proprietorship, partnership or joint venture listed on the face of the Contract as a party thereto who shall be the provider of the Goods and Services.
- h) **Contractor’s Representative:** The Contractor’s representative who shall, unless the Board is expressly advised otherwise by a duly authorized officer of the Contractor, have full authority to act on behalf of and bind the Contractor under the Contract.
- i) **Freedom of Information and Privacy Act (FOIP):** The Freedom of Information and Protection of Privacy Act.
- j) **Party or Parties:** All person, companies, and corporations legally bound by this Contract.
- k) **Goods and Services:** All goods, materials, Work or Services to be furnished by the Respondents under a Contract, as more fully described in Section 3 – General Requirements and Schedule “A” – Scope of Work.

- l) **Records:** Information in any form, including Proposals, reports, documents, drawings (computer generated or otherwise), specifications, photographs, letters, meeting minutes, vouchers, and all other correspondence, papers and any other information that is written, photographed, recorded or stored in any manner, but does not include the software or any mechanism that processes such records.
- m) **Work or Services:** Includes everything done or performed by the Contractor which is within the scope of the Contract, as set out in the Contract.

2. **Terms and Conditions**

a) **Administration**

- i. HFCSSD's Representative is responsible for the administration, management and supervision of results of this Contract.
- ii. The Contractor, which term includes all personnel of the Contractor engaged in providing the Services, shall cooperate fully with HFCSSD's Representative.
- iii. HFCSSD's Representative shall remain responsible for the overall administration of the Contract.
- iv. Any verbal or written notices or instructions from either of the Parties to the Contract shall be promptly complied with and in the case of verbal notice, that notice shall be confirmed in writing within three (3) working days.
- v. The Contractor shall establish effective and harmonious working relations and communications with the staff of HFCSSD, including but not limited to, HFCSSD's Representative, facility staff, and the general public.
- vi. HFCSSD's Representative shall be responsible for inspecting the quality of the Services from time to time to determine if the Contractor is complying with the requirements of this Contract and shall report items of concern to the Contractor.

b) **Contract Price and Payment**

- i. The Contract price to be paid by HFCSSD to the Contractor for the provision of Services as hereinafter provided shall be as set out in **Schedule "C" – Pricing** to this Contract, for the term of the Contract.
- ii. Payment for Purchased Goods/Services satisfactory to HFCSSD shall be net thirty (30) days from the date of an invoice, Canadian funds, unless otherwise agreed in writing by both HFCSSD and the Supplier.

3. **Reporting**

- a) The Contractor shall report to HFCSSD's Representative on a regular or as needed basis with respect to any deficiencies or concerns which could adversely affect the safety of students, staff, and visitors at any premises.
- b) The Contractor shall report to HFCSSD's Representative, within twenty-four (24) hours, any damage to HFCSSD premises as a result of Services performed.

4. **Performance of Specifications**

The Contractor agrees to perform all Service as set out in Section 3 – General Requirements and **Schedule "A" – Scope of Work**. Additional tasks may be required from time to time, which conform to the intent of the specifications and HFCSSD.

5. **Changes in the work:** HFCSSD may, prior to the Purchased Goods / Services being supplied, order changes in the Purchased Goods/Services by means of a written Change Order. Any Change Order shall be deemed to be incorporated in the Contract.

6. **Permits, Notices, Laws and Rule**

- a) The Contractor shall be required to apply for, obtain, and pay for all necessary permits or licenses for execution of the Work.
- b) The Contractor shall give necessary notices and pay fees required by law and comply with laws, ordinances, rules, and regulations relating to the Work and to the preservation of public health and safety.

7. **Relationship**

- a) Nothing in this Contract shall be construed to imply a joint venture agreement, principal and agent relationship or partnership, between the Contractor and HFCSSD, nor the relationship of employer and employee.
- b) Neither Party shall have the right, power or authority to create any obligations, express or implied, on behalf of the other Party except as expressly set out herein.

8. **General Compliance**

The Contractor hereby represents and warrants with and to HFCSSD, and acknowledges that HFCSSD is relying upon such representation and warranty, that the Contractor is in compliance with all laws, and regulations of any public authority relating to the conduct of its business and has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and carry out its obligations hereunder and there are not any proceedings whatsoever, actual or pending, and whether concerning cancellation, extension or otherwise relating to the said approvals, permits, licenses, certificates or authorizations.

9. Supplier Compliance

In accepting the Contract, the Respondent undertakes and agrees to provide the Purchased Goods/Services in strict compliance with the agreed terms and conditions.

10. Independent Contractor

- a) It is understood and agreed by the Contractor that no deductions will be made by HFCSSD from any Contract monies paid to the Contractor hereunder and that no additional monies will be paid by HFCSSD on account of any income tax, employment insurance, workers' compensation, holiday pay, Canada Pension Plan contributions or the like.
- b) The Contractor shall accept full and exclusive responsibility for payment of any and all taxes and contributions including, but not limited to the above noted deductions which may now or hereafter be imposed by the Government of Canada or any Provincial legislation whether related to wages, salaries, or remuneration, howsoever described, paid to persons employed by the Contractor, or otherwise paid for the Work to be performed under the Contract.
- c) The Contractor shall comply with all Federal and Provincial laws regarding such subjects, and all rules and regulations promulgated thereunder and shall maintain suitable forms, books, and Records.
- d) The Contractor agrees to save harmless and indemnify HFCSSD from the payment of any such taxes, contributions, penalties, or like payments to which HFCSSD may be subject as result of the failure of the Contractor to comply with this Contract.

11. Compensation

The Contractor agrees that the prices and fees specified in **Schedule "C" – Pricing** represents full compensation for performing all the Services required to be performed under the terms of this Contract, and for all loss or damage incurred by the Contractor arising out of the provision of Services, unless caused by the gross negligence of HFCSSD or its personnel, and for all risks of every description connected with the provision of Services hereunder.

12. Indemnification

- a) The Contractor shall indemnify and save harmless HFCSSD, its elected officials, officers, employees, servants, agents, and insurers of and from any and all costs, actions, dues, liabilities, damages, expenses, causes of action, suits, claims, judgment, penalties, fines, and any legal expenses incurred by HFCSSD, or by third parties which are directly or indirectly attributable to the Contractor, or acts or omissions or negligence of the Contractor or any of its employees or others for whom it is responsible in law, in the performance of the Services under this Contract.
- b) This indemnification provision shall survive the termination of this Contract.

13. **Non-Assignment**

The Contractor shall not assign this Contract.

14. **Liability**

- a) HFCSSD shall not be liable or responsible for bodily or personal injury, including death or property damage of any nature whatsoever that may be suffered or sustained by the Contractor or its employees or agents in the performance of the Services pursuant to this Contract.
- b) The Contractor shall be responsible to ensure that all products and equipment and processes used shall not damage the surface on which they are applied or used.
- c) All damage resulting from the use or misuse of materials or equipment by the Contractor, or its agents or employees shall, at the option of HFCSSD, be repaired or replaced, to the satisfaction of HFCSSD by the Contractor at the Contractor's sole cost.
- d) HFCSSD may repair such damage and deduct the amount of such repairs from any amount owing under this Contract or issue an invoice to the Contractor.
- e) Where it is not practical or desirable to repair the damage, HFCSSD may estimate the cost of replacement and deduct the amount thereof from any payment to the Contractor or issue an invoice to the Contractor.

15. **Non-Fulfillment**

- a) In the event of failure on the part of the Contractor to mobilize Services within twelve (12) hours' notices, HFCSSD shall take all actions necessary to complete the Work.
- b) There will be regular and/or periodic inspections of the Worksite's by a Board Representative(s). In the event of default or failure on the part of the Contractor to complete the Contract to the satisfaction of HFCSSD, HFCSSD **shall provide forty-eight (48) hours written notice of necessary remedial action.**
- c) Should appropriate action not be taken for either of the above, HFCSSD shall take all actions necessary to complete the Work and will hold the Contractor liable for any costs. HFCSSD will invoice to or will deduct from the Contractor any amounts charged that are in excess of **Schedule "C" – Pricing** from any monies due or to become due to the Contractor on this or any contract between the Contractor and HFCSSD.

16. **Rejected Goods or Services**

Unfulfilled service or defective work or damage resulting from poor workmanship, carelessness, or acts of omission by the Contractor, which is rejected by HFCSSD as failing to conform to the contract, shall be replaced or repaired by the Contractor at its own expense.

17. **Workers' Compensation**

The Contractor shall, without limiting the Contractor's obligations or liabilities herein, obtain and continue to carry, at the Contractor's own expense and cost, Workers' Compensation Insurance covering all employees engaged in Work in accordance with the statutory requirements of the Province of Alberta;

18. **Insurance**

- a) The Contractor shall, without limiting the Contractor's obligations or liabilities herein, obtain and continue to carry, at the Contractor's own expense and cost the following policies, a policy of, naming HFCSSD as an additional insured, with a bodily injury, death, and property damage primary limit of the following:
 - i. Comprehensive General Liability insurance in good standing of **Five million (\$5,000,000.00)**;
 - ii. Automobile public liability insurance covering all owned and non-owned automobiles with bodily injury, death and property damage liability for third parties with a minimum combined single limit of **Two million (\$2,000,000.00)** for each occurrence.
- b) The policy of insurance shall contain a cross liability and severability of interest endorsement, and a clause that the insurer will not cancel or change or refuse to renew the insurance without first giving HFCSSD thirty (30) days prior written notice.
- c) HFCSSD reserves the right to require the Contractor to reasonably increase the amount of Comprehensive General Liability insurance during the term of this Contract or any renewals thereof, upon the provision of fourteen (14) days written notice to do so.
- d) Prior to commencement, the Contractor shall provide HFCSSD with certificates of such insurance and proof of good standing with the Workers' Compensation Board.
- e) If, for any reason, the Contractor fails to maintain its account with the Worker's Compensation Board in good standing, HFCSSD may remit all such amounts as required to bring the account into good standing and deduct the amount of any such payment from any future payments due and owing to the Contractor.

19. Occupational Health and Safety Requirements

- a) The Contractor acknowledges that the Contractor is an employer as defined in the Occupational Health & Safety Act, and that the Contractor will, as a condition of this Contract, comply with the Occupational Health & Safety Act, and the Regulations hereto, and the Occupational Health and Safety Code in the performance of the Contractor's duties within the terms of this Contract.
- b) To the extent any legislation may require the designation of a prime contractor the Contractor shall fulfil that role in place of HFCSSD in relation to provision of the Services.
- c) In the event the Contractor fails to comply with the said Act or any rules or regulations and HFCSSD is required to take any steps or pay any sums to rectify such non-compliance, HFCSSD may deduct the cost of such rectification from any monies due or to become due to the Contractor on this or any contract between the Contractor and HFCSSD and recover the balance if any by civil action if such deduction does not fully cover the costs.
- d) The Contractor shall institute and will maintain a safe work program, including policies, procedures and training as may be reasonably necessary to protect and keep safe the Contractor's staff.
- e) A copy of the safe work program shall be made available to HFCSSD upon request.
- f) Contractor(s) must provide proof of vaccination status and follow all applicable Division and Public Health infection control protocols. (Applicable to mandatory site visits and awarded tenders).

20. Working Alone

- a) All Contractors including owner/operators and/or their workers shall comply with Part 28 of the Alberta Occupational Health and Safety Code.
- b) This means ensuring that a job hazard assessment is conducted when the job involves working alone. All contractors including owner/operators and/or their workers that work alone must have an effective means of electronic communication in place.
- c) This includes having regular contact with a person designated by the owner/operator and/or employer that can provide immediate assistance if needed at intervals appropriate to the hazards identified by the assessment.
- d) If electronic communication is not feasible then the owner/operator and/or worker must be visited by the designated person or the owner/operator/worker contacts the designated person at appropriate intervals deemed suitable by the working alone hazard assessment.

21. WHMIS and TDG

The Contractor shall comply with all Workplace Hazardous Material Information System (WHMIS) and Transportation of Dangerous Goods (TDG) Regulations.

22. Notice

The Parties hereto agree that for the purposes of any communication required between the Parties or in respect of the giving of any notice to be given by either of the Parties, the address for each of the Parties to which such communication or notice may be sent to the representatives stated in Section 1 – Form of Agreement, Article #8 - Addresses for Notices.

23. Information Disclosure

- a) All information provided by HFCSSD to the Contractor pursuant to the Contract and all information provided by the Contractor to HFCSSD pursuant to the Contract, is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (FOIP).
- b) This Act allows any person a right of access to Records in HFCSSD's custody or control, subject to limited and specific exceptions as set out in the Act.
- c) Where applicable, the Contractor may identify those portions of any submission from the Contractor to HFCSSD which the Contractor considers confidential and what harm could reasonably be expected from disclosure.
- d) HFCSSD does not warrant that such identification will preclude disclosure if disclosure is determined to be required under the Act. Prior to disclosing to HFCSSD any individual's personal information, the Contractor shall obtain the consent of the affected individual.
- e) Such consents shall be in writing and shall specify to whom the personal information may be disclosed and how the personal information may be used.

24. Disputes

- a) Contractor shall notify HFCSSD in writing immediately if the Contractor holds that a decision by HFCSSD or HFCSSD's Representative is in error or at variance with the Contract Documents.
- b) If the dispute is not resolved promptly, HFCSSD will give such instructions as are necessary to continue the Work and to prevent delays pending settlement of the dispute. Contractor

shall act immediately according to such instructions; it being understood that by so doing neither Party will jeopardize any claim they may have.

- c) If it is subsequently determined and agreed that such instructions were in error or at variance with the Contract Documents, HFCSSD will pay Contractor for additional costs incurred by Contractor in carrying out the Work required by such instructions, such additional costs being the amount beyond what the Contract Documents, correctly understood and interpreted, would have required Contractor to incur.
- d) In the case of any dispute arising between HFCSSD and Contractor as to their respective rights and obligations under the Contract, either Party hereto shall be entitled to give to the other notice of such dispute and to request arbitration thereof, and the Parties may, with respect to the particular matters then in dispute, agree to submit the same to arbitration in accordance with the Arbitration Act.
- e) Notwithstanding any disputes, including arbitration proceedings, Contractor shall carry out the Work and maintain its progress.

25. Termination

- a) HFCSSD may terminate this Contract for convenience without the need for any reason upon the provision of thirty (30) days' written notice to the Contractor.
- b) In the event of such termination HFCSSD shall pay to the Contractor all amounts due and owing for the provisions of Services up to and including the date of termination. No further payment shall be made to the Contractor.
- c) The Contractor shall be deemed to have committed an act of default, which shall result in immediate termination of this Contract upon the occurrence of any of the following events:
 - i. If the Contractor shall become bankrupt or acknowledges insolvency;
 - ii. If the Contractor shall be ordered to be wound up by a court of competent jurisdiction;
 - iii. If the Contractor shall make a general assignment for the benefit of his creditors;
 - iv. If a liquidator, receiver, receiver manager or trustee in bankruptcy is appointed for or on behalf of the Contractor;
 - v. If the Contractor shall fail to maintain insurance required in accordance with General Conditions, Article #9 – Insurance herein;
 - vi. For non-performance in accordance with the provisions contained in this Article.
- d) In the event that HFCSSD terminates the Contract in accordance with this Article, HFCSSD shall pay to the Contractor all amounts due and owing for the provision of

Services, up to and including the date of termination. No further payments shall be made to the Contractor.

- e) The Parties agree that in the event that HFCSSD is of the opinion that the Contractor has not performed and is not performing in accordance with the terms of this Contract HFCSSD may cancel this Contract in whole or in part, in accordance with the following provisions:
 - i. Prior to exercising HFCSSD's right of termination for non-performance, HFCSSD shall, provide twenty-four (24) hours' written notice to the Contractor of the alleged non-performance and in the event that the non-performance is corrected to HFCSSD's satisfaction within twenty-four (24) hours of the notice having been given notice, HFCSSD will not exercise its powers and rights of termination.
 - ii. It is further agreed that should alleged non-performance be a repeat notice of the same non-performance, HFCSSD may exercise its power of termination forthwith without any time to cure the non-performance.

26. Amendments

Any Article of this Contract may be amended by the mutual consent of the Parties, in writing, to this Contract.

27. Force Majeure

- a) Force Majeure shall mean any event causing a bona fide delay in the performance of any obligations under this Contract (other than as a result of financial incapacity) and not caused by an act, or omission, of either Party, or a person not at arm's length with such Party, resulting from:
 - i. An inability to obtain materials, goods, equipment, services, utilities or labour;
 - ii. Any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the parties;
 - iii. An inability to procure any license, permit, permission or authority necessary for the performance of such obligations, after every reasonable effort has been made to do so;
 - iv. A strike, lockout, slowdown or other combined action of workers;
 - v. An act of God.
- b) Neither Party shall be liable to the other for any failure to comply with the terms of this Contract, if such failure arises due to force majeure.
- c) During any period of force majeure, the obligations of HFCSSD shall abate to the extent required and the obligation to pay any amounts under this Contract shall abate, or otherwise be reduced in proportion to the obligations of the Contractor not performed by the Contractor as determined by HFCSSD during such period.

- d) In the event that force majeure endures for seven (7) days and the Contractor does not fully perform the Services, HFCSSD may consider the Contractor is no longer able to fulfill its obligations hereunder and may obtain the Services elsewhere and deduct the cost of so doing from any amounts that might have been payable to the Contractor hereunder.
 - e) In addition, HFCSSD may terminate this Contract on twenty-four (24) hour notice after seven (7) days during which the Contractor has not fully performed the Services.
28. **Agreement / Contract:** shall, when accepted by HFCSSD and the Supplier constitute the entire agreement between the Supplier and HFCSSD and no alteration, amendment or supplementary clauses shall be binding on HFCSSD without HFCSSD' prior written approval. Either the Supplier's written acceptance of the Contract or the shipment of any of the Purchased Goods /Services or the commencement of performance under the Contract shall constitute unqualified acceptance of the Contract or no contrary or additional terms or conditions shall apply.
29. **Shipment:** All packages, packing slips, invoices, correspondence, customs documentation, and freight bills of lading relating to the Purchased Goods/Services shall have HFCSSD' complete **Contract Number** prominently displayed and packing slips shall accompany all shipments or emails.
- a) For all Purchased Goods/Services subject to "Hazardous Product Act", where applicable, one copy of the valid "Safety Data Sheet" (SDS) for each applicable Good must be forwarded at the commencement of the term for prior approval. All Safety Data Sheets shall be included on any items being shipped which are regulated substances and which require precautions by employees prior to handling and usage in the workplace
 - b) A second copy of the valid "Safety Data Sheet" (SDS) for each applicable Good must accompany the first shipment of each Good. SDS and product labeling must conform to requirements as identified in the Hazardous Products Act (R.S.C., 1985, c. H-3) and the Hazardous Products Regulations (SOR/2015-17). Items that are regulated under the Code of Federal Regulations Title 49 (Transportation of Dangerous Goods, 49 CFR U.S.) or the International Air Transport Association or the Dangerous Goods Transportation and Handling Act R.S.A. 2000 c. D-4, or the Transportation of Dangerous Goods Act, 1992 S.C. 1992 c. 34, or any similar legislation of any country or jurisdiction, as amended or replaced from time to time, shall be accompanied by all required "dangerous goods" or "hazardous goods" shipping documents and appropriate labeling on the package(s);
 - c) All shipments originating outside of Canada, Safety Data Sheets must be supplied in both English and French, and a true copy of the product label for each Good is required. Goods entering into Canada where required must be cleared through our customs broker Cole International prior to their delivery to HFCSSD and are subject to payment of duties

and taxes (GST) by the Supplier. For customs purposes, a Canadian Customs invoice or commercial invoice is to be attached to the shipment; and

- d) The information provided on the invoice must include complete and accurate details about the items being imported in order to comply with Canada Customs legislation, including but not limited to the Customs Act RSC 1985 c. 1. In addition, in order for HFCSSD to qualify for the lowest rate of duty, a completed NAFTA Certificate of Origin should accompany the shipment.

30. **Shipment in transit:** Unless otherwise agreed, it is the Supplier's responsibility to arrange full and complete protection and insurance of shipments while in transit to HFCSSD.

31. **Acceptance:** All Purchased Goods/Services shall be delivered to HFCSSD subject to HFCSSD inspection and acceptance. Payment in whole or in part by HFCSSD shall not constitute acceptance or approval. HFCSSD may reject and return any Purchased Goods/Services at the Supplier's sole expense if the Purchased Goods/Services are not delivered as specified or if the Purchased Goods/Services are not delivered in the quantity or quality as specified or warranted. Upon the rejection and return of Purchased Goods/Services, HFCSSD, at its sole option, may require either the replacement of the rejected Purchased Goods/Services or the refund of the entire purchase price unless HFCSSD is capable of determining that only part of the purchase price should be refunded based on unit prices for the rejected Purchased Goods/Services.

32. **Invoice verification and submission:**

- a) All amounts are stated in Canadian dollars unless otherwise specified and are inclusive of all taxes except any amounts in respect of GST.
- b) Unless otherwise agreed, the Contractor will supply to HFCSSD one (1) electronic invoice at time of delivery of the Goods/Service, not at time of order.
- c) Each invoice shall be comprehensive and shall have an itemized list of services as defined in **Schedule "C" – Pricing**. The invoice shall have separate line items for delivery and GST. Please use HFCSSD's assigned contract number and Purchase Order Number to ensure no delay in payment.

- d) The invoices are to be sent via email to ap@hfcrd.ab.ca and addressed to:

Accounts Payable

The Holy Family Catholic Separate School Division

10307 99 Street, Peace River, AB T8S 1K1

Unless otherwise agreed, the Contractor will provide an invoice, no later than the 7th day of the month following the month in which the work was done.

33. **Pricing:**

- a) If additional services should be requested by HFCSSD, the Contractor shall be required to provide pricing on additional related items. The Contractor agrees that such pricing shall be consistent with the pricing provided in the Contractor's Submission. Once HFCSSD has accepted the pricing supplied by the Contractor, those items shall be considered Goods pursuant to this Contract.
- b) HFCSSD may perform audits to ensure the pricing methodology proposed by the Contractor in its submissions being applied to all invoices and applications for payment made by the contractor pursuant to the Contract. The Contractor will provide, assistance and all relevant records, as may be reasonably required by HFCSSD in order, to complete these audits.

34. **Specification and Goods:**

- a) The Contractor shall advise HFCSSD in writing as soon as possible if Goods become obsolete or if the Contractor is otherwise no longer able to supply the Goods. The Contractor shall submit alternate products for approval by HFCSSD. The applications for approvals must contain sufficient data to establish that the proposed products are in respects equal to or better than the products specified in the Contract. Upon request by HFCSSD the Contractor will provide alternate products for testing by HFCSSD prior to HFCSSD providing the approval.
- b) The Contractor represents and warrants that the Goods supplied by the Contractor meet the following standards:
 - i) The Goods are new and not used or refurbished Goods, unless;
 - ii) The Contractor has advised HFCSSD in advance of delivery that the Goods are not new, or HFCSSD has requested used, or refurbished Goods.
 - iii) The Goods will be the most current design and proven technology.
 - iv) The Contractor shall ensure that all Goods that have a shelf life are marked with expiry dates supplied sufficiently in advance of their expiry dates to permit reasonable use or consumption by HFCSSD. HFCSSD will not accept Goods if the shelf life expiry has passed or will pass prior to HFCSSD having an opportunity to use the Goods.
 - v) All components of the Goods must be compatible and meet or exceed the Specifications and the Manufacturer's published specifications.
 - vi) Where applicable, the Goods must bear evidence of certification to Canadian Standards by an organization accredited by the Standards' Council of Canada. This certification must be for the complete assembly of the Goods, where applicable.
 - vii) The Goods must be supplied as received from the Manufacturer in the Manufacturer's original packaging, and a packing slip must accompany each shipment.
 - viii) Any warranty offered by the manufacturer of the Goods must be assigned to HFCSSD.

End of Section 2

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SCHEDULE “G” - SECTION 3 – SUPPLEMENTARY CONDITIONS

1. Contractor Staffing, Supervision and Performance Monitoring of Staffing

The Contractor shall provide all necessary staff for the provision of the Services and shall be solely responsible for all recruitment, training, coaching, evaluation, supervision, discipline and termination of its staff.

2. Termination of Staff

- a) Should a Contractor’s staff member in anyway endanger the health or safety of staff, students or visitors, be willfully negligent, habitually ill groomed, incompetent, dishonest or disruptive to the operation or otherwise cause the reputation of HFCSSD, or its schools, to be brought into disrepute, HFCSSD may require the Contractor to forthwith remove any personnel who in any way breach this provision.
- b) Failure to do so will result in immediate termination of this Contract.

3. Occupational Health and Safety (OHS)

Worksite Safety

- a) The Contractor shall, for the purposes of the Occupational Health and Safety Act (Alberta), and for the duration of the Work of this Contract do everything that is reasonably practicable to establish and maintain a Health & Safety Management system that will ensure compliance with the Act, regulations, and code, as required to ensure the health and safety of all persons employed by the Contractor at the Worksite.

4. Contractors Employees

- a) All Contractors at the Worksites are responsible for the health and safety of their own employees, and for ensuring that their Work does not endanger any other persons that may be in close proximity (e.g. students and staff) to their Work activities.
- b) The Contractor, when required by legislation, is responsible for coordinating and implementing a project health and safety plan that ensures all employers/Contractors comply with health and safety requirements established by local, provincial, and federal Acts, regulations and codes, Contract Documents and HFCSSD.
- c) All Contractors shall wear identification at all times while on HFCSSD property.

- d) The Contractor shall supply all necessary Personal Protective Equipment (PPE) for Contractor's own employees. Required PPE shall include but is not limited to hearing protection, hard hats, florescent safety vests, safety boots, first aid kits and fire extinguishers.
- e) Contractor shall take immediate corrective action when unsafe conditions are identified at the Worksite. All injury incidents, near misses and unsafe conditions, shall be immediately reported to HFCSSD's Representative. An OHS Specialist may be consulted for additional assistance.
- f) Failure of a Contractor to correct unsafe conditions, comply with health and safety requirements or the requirements outlined in this document may result in Work stoppage and removal of the Contractor from HFCSSD's property. HFCSSD and/or HFCSSD's Representatives have the right to stop Work, refuse entry to HFCSSD premises or terminate the contract.

5. Submittals Required Before Entering Site:

The Contractor must submit the certificate of an account with Workers Compensation Board prior to the commencement of Work.

6. Insurance certificates

The Contractor must submit all certificates which must comply with all described limits and values described in Section 2 – General Conditions, Article #9 - Insurance.

7. Temporary Facilities and Controls:

Parking

Contractor shall comply with HFCSSD's regulations, including loading/unloading and parking.

8. Fire regulations

- a) Contractor shall be aware of and comply with HFCSSD's standing orders in case of fire.

9. Smoke-free policy

- a) All Board property is designated as non-smoking and as such smoking is prohibited.

10. Goods and delivery:

- a) The Contractor warrants that all goods supplied will comply with the requirements of the request as outlined in the Respondent's submission.
- b) The Contractor acknowledges that any quantities noted by HFCSSD in the request are estimates only, and that HFCSSD may increase or decrease the actual quantities of goods and services required to be supplied by the Contractor. Unless the submission shall apply to the goods without regard to the quantity of goods request by HFCSSD.
- c) In addition to any other remedy that HFCSSD may have at law or equity, if complete delivery of the goods is not made within the time period indicated within the Contract or agreed upon delivery by Purchasing and Contracts HFCSSD may;
 - i. Extend the delivery period;
 - ii. Accept partial shipment of the Goods; or
 - iii. Cancel the order and request Goods/Services from a different supplier;
- d) The Contractor shall be responsible for all costs incurred with the replacement of goods damaged prior to delivery to HFCSSD.
- e) The Contractor shall state, where applicable, a delivery date, and failure to meet this delivery date shall be deemed fundamental breach. In the event of late deliveries HFCSSD may set off from amounts owing to the Contractor any costs or damages that HFCSSD has suffered because of failure to meet the delivery date(s).
- f) All Goods shall be delivered subject to HFCSSD' inspection and approval and payment in whole or part shall not constitute acceptance or approval. HFCSSD may reject and return any goods at the Contractors' sole expense if the goods are not delivered as specified, or if deliveries, quantities, or quality is not as specified or warranted.
- g) All Shipments are duty and delivery prepaid (DDP) to a location within HFCSSD' specified limits. All prices must include the costs for all shipping, customs, duty and other similar applicable charges. HFCSSD will assume all charges are included.
- h) The Contractor will be responsible to ensure proper manpower is provided and fully equipped to carry out the delivery such as loading, and off-loading.

11. Returns:

HFCSSD reserves the right to return for credit, or refund (at no cost to itself) all product(s) or shipments documented to be unacceptable for use by HFCSSD.

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12. Reporting:

Reporting is to be submitted to the Purchasing and Contracts representative in accordance to commodity, along with monthly, or quarterly reports as required.

13. Damage to HFCSSD' Property:

Any required repairs to the property that are either caused by accident or negligence by the Contractor or the Contractor's staff as a result of performance of Services must be completed to the satisfaction of HFCSSD.

End of Section 3

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