

**1. General**

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

**2. RFX Documents**

- 2.1.** RFX Documents should be obtained from Clayton Smith, Procurement Analyst; csmith@ssrce.ca
- 2.2.** While the SSRCE has tried to ensure accuracy in the RFX documents, it is not guaranteed or warranted by the SSRCE to be accurate, nor is it necessarily comprehensive or exhaustive.
- 2.3.** SSRCE cannot ensure the accuracy of RFX documents obtained from any other source. (i.e. Construction Association of Nova Scotia (CANS), Nova Scotia , Project Consultants, etc.).
- 2.4.** All inquiries to this RFX are to be directed, in writing, to the SSRCE Procurement Division representative indicated in the RFX documents. Information obtained from any other source is not official and will not bind the SSRCE.
- 2.5.** The SSRCE will assume that all Suppliers have resolved any questions they might have about the RFX and have informed themselves as to existing conditions and limitations, site restrictions, etc. before providing a RFX submission.
- 2.6.** Nothing in the RFX is intended to relieve Suppliers from forming their own opinions and conclusions with respect to the matters addressed in the RFX or its associated documents.
- 2.7.** In the event that SSRCE Regional Office (69 Wentzell Drive, Bridgewater, NS) is closed (this includes partial day closures) due to inclement weather on the date and time of the RFX closing, the closing date and time will be extended one (1) business day. Bidders should note that closure of Schools does not necessarily mean the closure of the SSRCE Central Office. Closures are detailed on the SSRCE website.

- 3. Verbal instructions:** Any changes to RFX call, specifications, terms and conditions shall be stated in writing. Verbal statements made by employees or representatives of the SSRCE, whether or not they appear to have the proper authority, shall not be binding on the SSRCE.

- 4. Addenda:** The SSRCE reserves the right to modify the terms of the RFX documents prior to closing, at its sole discretion by addenda.

- 4.1.** The SSRCE Procurement Division will make every effort to ensure the information is complete and accurate, please report any omissions or discrepancies to the Procurement Division immediately. **Any requests for clarification arising from omissions, discrepancies, or ambiguities, must be made in writing no later than five(5) working days prior to the closing date, not including the closing date.** Replies to requests for clarification, if

required, will be made in the form of written addenda, copies of which will be posted on the Procurement Nova Scotia Tender Web Portal no later than three (3) working days prior to the date of closing, not including the closing date.

- 4.2.** The SSRCE Procurement Division will make reasonable efforts, strictly as a courtesy, to directly inform registered Suppliers of any addenda, **however it is the sole responsibility of each registered Supplier to ensure that they have all the documents associated with any RFX and, to this end, every registered Supplier should review the Procurement Nova Scotia Tender Web Portal daily.** These documents may be obtained from Clayton Smith, Procurement Analyst; csmith@ssrce.ca. Suppliers must acknowledge receipt of all addenda(s) with their RFX Submission.

- 5. Suppliers Responsibility:** Suppliers are solely responsible for their own expenses in preparing, delivering or presenting a RFX and for subsequent negotiations, if any, with the SSRCE. It will be the responsibility of the Supplier to acquire at the Suppliers cost, any RFX documents requiring deposits and payment may be made by cheque, cash or money order payable to South Shore Regional Centre for Education.
- 6. Existing Conditions:** Suppliers will be deemed to have familiarized themselves with the existing conditions which may affect the performance of required goods, services and construction. No plea of ignorance of such conditions as a result of failure to make all necessary examinations will be accepted as a basis for any claims for extra compensation or an extension of time. Suppliers are to ensure that they understand the expected use for the requested goods, service and construction and submit their RFX submission accordingly.

**7. RFX Submissions**

- 7.1.** RFX will close at the time, date and location specified in the RFX documents. All times are local times of the SSRCE.
- 7.2.** All RFX submissions must be received in their entirety on or before the closing time specified; Suppliers are responsible for ensuring that their RFX submission, however submitted, is received on time and at the location specified.
- 7.3.** RFX Submissions must be submitted on the forms provided or in such format as directed in the RFX documents. These forms must be legible, complete, filled out in ink, or by typewriter, with the signature in longhand and the completed form shall be without interlineations, alterations or erasures.
- 7.4.** If an electronic transmission (i.e. Facsimile or e-mail) can be accepted, as detailed in the applicable RFX documents it is the responsibility of the Supplier:
- 7.4.1. to ensure that the submissions are delivered on or before the closing time and date shown on the RFX documents;
  - 7.4.2. that the correspondence is legible and properly transmitted; and
  - 7.4.3. that the name and number of the RFX is clearly displayed.
- 7.5.** Electronic transmission of a RFX submission cannot be used where original documents are required, e.g. bid bonds, certified cheques, samples, etc., or as may be otherwise stated in the RFX documents.
- 7.6. Sealed RFX submissions** must be delivered to the SSRCE Office 69 Wentzell Drive, Bridgewater, Nova Scotia, on or before the closing time and date shown on the RFX documents. The RFX Submission is to be submitted on the provided forms, signed (together with the required RFX security as applicable) in a sealed opaque envelope, clearly identified with Suppliers name, RFX identification number and name, and closing date on the outside of the envelope. RFX Submissions are date and time stamped upon receipt at the Main Reception (not at any other location) by the date time stamp. Any submission received after the closing date and time shown on the RFX documents will not be accepted and will be returned to the Supplier unopened and deemed non-compliant.
- 7.7. Facsimile submissions** received are date and time stamped by the Procurement Division Facsimile, no other time stamp will be considered. A facsimile submission received after the closing date and time shown on the RFX documents will not be accepted and shall be deemed non-compliant. **The facsimile number for the Procurement Department of the SSRCE is (902) 541-3037. Do not send RFX correspondence to any other fax number.**

7.7.1. Facsimile submissions are accepted for the convenience of the Supplier; the SSRCE cannot ensure the confidentiality or error-free receipt of facsimile submissions.

**7.8. Amendments/Withdrawn Submissions**

7.8.1. Submissions may be withdrawn or amended by written request (on company letterhead or equivalent), prior to RFX closing date and time, but cannot be altered or changed in any way after the RFX closing.

7.8.2. Facsimile transmissions modifying supplier provided information are acceptable when signed by a duly authorized officer or agent. Submission of such electronic transmissions is at the risk of the Supplier. The SSRCE assumes no liability for the receipt of the electronic transmissions or their proper inclusion with original RFX submission. An electronic submission must be submitted prior to closing time and date specified in the RFX documents.

7.8.3. An amendment to a RFX submission replaces any other RFX submission amendment previously submitted by the supplier; only the last of any RFX submission amendment received will be accepted.

7.9. All RFX submissions must be signed by an authorized representative of the entity.

7.10. SSRCE's time clocks (time stamp, SSRCE Procurement Division Facsimile) will be assumed to be correct in the event of dispute.

7.11. The SSRCE reserves the right in its sole discretion to clarify any RFX submission after closing by seeking further information from that Supplier, without becoming obligated to clarify or seek further information from any or all other Supplier. However, Suppliers are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

8. **Brand Name:** Some terminology may be used that would imply or denote a particular supplier. Brand names may be utilized to designate the type and quality of the product requested. Such usage shall not to be construed as restrictive in any way. Suppliers must be prepared to provide samples if required.

**9. Substitute**

9.1. If the Supplier is offering an equivalent (similar) substitute product to those specified, unless a specific product is requested, the supplier must clearly identify this substitution and supply the manufacturer's name, product number and provide any technical information required so that the SSRCE can determine the acceptability of the substitute.

9.2. The SSRCE reserves the right to inspect or test any product bid to determine equivalency, and may require demonstrator or sample items in order to be able to evaluate the items proposed.

9.3. The SSRCE shall be the sole judge of the acceptability of any substitute or proposed equivalent.

9.4. Specifications may, for technical or logistical reasons, require that the items specified be supplied without substitution.

**10. Warranty**

10.1. The supplier must describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods. If the supplier provides any additional/ supplementary warranty coverage, describe this as well.

10.2. If warranties can be upgraded or extended, identify the upgrade costs separately. Do not include warranty upgrade or extension costs in the price unless the RFX documents specifically states that the upgrade is a mandatory requirement.

**11. Pricing**

11.1. All prices must be extended and totaled, where practical to do so. RFX Submission may be rejected as incomplete if total figures are not provided. In the case of an error in the extension of prices, the unit prices shall prevail.

11.2. Prices must be in Canadian funds, and shall include all shipping, handling, freight, offloading, duty, insurance and any other charges, which are applicable at time RFX is awarded (FOB – Destination). SSRCE will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the

Solicitation. It is the responsibility of the Supplier to find out from the appropriate authorities what rates and charges are applicable to this RFX. No extra charges will be paid by the SSRCE.

**11.3.** In the event that a number of Suppliers provide submission in substantially the same amount, the SSRCE may, at its discretion, call upon those Suppliers to submit further bids.

**12. Permits and Taxes:** It is the responsibility of the Supplier to ensure that quotations include all taxes, permits, and other charges required to supply the goods, services and construction. The successful Supplier is to comply with all codes, regulations, and by-laws and all government and applicable standards pertaining to the work and job-site including, and not limited to, the Nova Scotia Occupational Health and Safety Act and Regulations. The SSRCE is required to pay a Harmonized Sales Tax (HST) at a rate of 15%. This tax is to be shown as a separate line item.

**13. Standards**

**13.1.** All goods, services and construction supplied to the SSRCE shall, when standards are available, be certified in accordance with the applicable code(s), but not limited to:

- 13.1.1. Canadian Standards Association;
- 13.1.2. Canadian Government Standards ;
- 13.1.3. Underwriters Laboratories of Canada; and
- 13.1.4. And all applicable Federal, Provincial and Municipal regulations and acts.

**13.2.** The SSRCE reserves the right to discontinue the purchase of any product/service that does not continue to meet the applicable standard(s).

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

**15. Rejection of RFX Submissions/Compliance:**

**15.1.** Failure to comply with any of the mandatory terms or conditions contained or referenced in the RFX documents shall result in the rejection of the RFX submission.

**15.2.** The SSRCE specifically reserves the right to accept or reject any or all RFX submission and implies no obligation on the SSRCE to accept any RFX submission, a portion of any RFX submission or any RFX submission. The SSRCE reserves the right to cancel any RFX in its entirety and shall not be responsible, in any manner, for expenses incurred by the Supplier for preparing a RFX submission. The SSRCE may award all or a portion of the work to one or more Suppliers. Without limiting the generality or any other provision hereof, The SSRCE reserves the right to reject or accept any RFX submission:

- 15.2.1. that contains any irregularity or informality;
- 15.2.2. that is not accompanied by the security documents required;
- 15.2.3. that contains an alteration in the quoted price that is not initialed by the or on behalf of the Supplier;
- 15.2.4. that is incomplete or ambiguous;
- 15.2.5. contains clauses additional to the RFX that are "qualified" or "conditional"; and/or
- 15.2.6. that does not strictly comply with the requirements contained in these instructions.

**15.3.** The SSRCE reserves the right to waive minor non-compliance where such non-compliance is not of a material nature in its sole and absolute discretion, or to accept or reject in whole or in part any or all RFX submissions, with or without giving notice. Such minor non-compliance will be deemed substantial compliance and capable of acceptance. The SSRCE will be the sole judge of whether a RFX submission is accepted or rejected.

**15.4.** The SSRCE reserves the right to accept or reject any or all RFX submission, not necessarily accept the lowest priced RFX submission, or to accept any RFX submission which it may consider to be in its best interest.

- 16. Evaluation criteria:** If applicable, award of the RFX will be based on “Best Value” (which includes, but not limited to; price, discounts, product specifications, warranty, delivery, reference checks, etc.). An Evaluation team will consist of in-house professionals.
- 17. Cancellation/no award**
- 17.1.** Issuing a RFX implies no obligation on the SSRCE to accept any submission, or a portion of any submission. The lowest or any RFX submission will not necessarily be accepted.
  - 17.2.** RFX’s may be cancelled in whole or in part by the SSRCE in its sole discretion when:
    - 17.2.1. the RFX submission price exceeds the funds allocated for the purchase;
    - 17.2.2. there has been a substantial change in the requirements after the RFX has been issued;
    - 17.2.3. information has been received by the RFX after the RFX has been issued that the RFX believes has substantially altered the procurement;
    - 17.2.4. there was insufficient competition in order to provide the level of service, quality of goods or pricing required.
  - 17.3.** If no compliant RFX submission are received in response to a RFX, the RFX reserves the right to enter into negotiations with one or more suppliers in order to complete the procurement.
  - 17.4.** The SSRCE will be the sole judge of whether there is sufficient justification to cancel any RFX.
  - 17.5.** No action or liability will lie or reside against the SSRCE in its exercise of its rights under this section.
- 18. Eligibility and Conflict of Interest**
- 18.1.** A RFX Submission may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the SSRCE's opinion, give rise to a conflict of interest in connection with a project.
  - 18.2.** Suppliers are cautioned that acceptance of their RFX submission may preclude them from submitting a response on subsequent phases where a conflict of interest may arise; Suppliers should study the project implementation strategy to determine whether or not they plan to submit response on subsequent phases.
  - 18.3.** If the RFX submission covers the first phase of what may prove to be a multi-phased project, the successful Supplier on the initial phase may be permitted to respond on subsequent phases as long as, in the SSRCE's opinion, no conflict of interest would be created in performance of the work by that Supplier.
  - 18.4.** Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the SSRCE's opinion, give rise to a conflict of interest in connection with this bid will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFX documents.
- 19. Disputes:** In case of dispute as to whether or not an item or service quoted or delivered meets RFX requirements, the decision of the SSRCE, or its authorized representative, shall be final and binding on all parties.
- 20. Exceptions:** A RFX submission shall be considered an agreement to all terms and conditions provided herein and in various RFX documents, unless specifically noted otherwise in the RFX documents.
- 21. Irrevocable Offer:** A RFX submission represents an irrevocable offer, unless otherwise stated in the RFX documents and shall be valid for a period of sixty (60) days following the closing date for RFX submissions.
- 22. Patent right and royalties:** The successful Supplier shall pay all royalties and patent license fees required for the performance of the work. The successful Supplier shall hold the SSRCE harmless from and against claims, demands, losses, costs, damages, action suits or proceedings arising out of the successful Supplier’s performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the successful Supplier or anyone for whose acts the successful Supplier may be liable.
- 23. Assignment:** The successful Supplier shall not assign the Contract (or portion thereof) nor sub-contract without the prior written consent of the SSRCE, consent shall not be unreasonably withheld.

**24. Purchase Order:** Work by the Supplier will begin only with the issuance of the SSRCE's official purchase order and/or any Contract Documents as applicable. The purchase order number must appear on any/all invoices covering same. No work is authorized until the successful Supplier has received an official SSRCE purchase order and/or required Contract Documents. The SSRCE accepts no responsibility for any work performed prior to the issuance of a purchase order and/or required Contract Documents.

**25. Delivery**

- 25.1.** Where the RFX Document includes a mandatory delivery schedule, the SSRCE will assume that the Supplier can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).
- 25.2.** If Suppliers wish to specify a delivery schedule different from that requested in the RFX document, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. RFX Submission that do not meet the delivery schedule as requested in the RFX documents may be rejected.
- 25.3.** Time is of the essence, and supplier's delivery schedule is legally binding. The SSRCE reserves the right to assess penalties or cancel awards to Suppliers who fail to meet their stated delivery or completion dates.

**26. Invoices**

**26.1.** All invoices are to be submitted quoting the Purchase Order number (as applicable). The H.S.T. number must be shown on each invoice. Invoices must include a description of the goods, services and construction provided with corresponding SSRCE material numbers. Invoices must also clearly indicate list price, discounts offered and net price, if applicable:

All invoices are to be forwarded to:

**South Shore Regional Centre for Education  
69 Wentzell Drive  
Bridgewater, NS, B4V 0A2  
Attn: Accounts Payable**

- 26.2.** All Suppliers are required to maintain their tax status in good standing. In this regard, Suppliers are advised that verification of good standing with the Nova Scotia Minister of Finance and Revenue Canada (GST/HST) may be carried out prior to the award of a contract to a successful Supplier.
- 26.3.** In order to maximize efficiencies, as well as to be more environmentally friendly, vendor payments are now being paid via EFT (Electronic Funds Transfer) direct deposit to vendor bank accounts. A vendor direct deposit form must be filled out with banking information.

**27. Payment:**

- 27.1.** The SSRCE's normal payment terms are thirty (30) days from acceptance that the goods, services and construction meet the specifications. Alternative payment schedules may be proposed and are to be shown as an option and list any additional discounts to the SSRCE. Early payment discount terms (minimum period ten (10) days) may be considered in the evaluation of the RFX response. Payment of term discount invoices will be calculated from the date of the invoice or goods have been received, whichever is later. Discount terms must appear on the invoice.
- 27.2.** The Supplier shall make application for payment at least monthly with the application based on progress or services provided during that month. The SSRCE will hold back ten percent (10%) of any payment until the lien periods have expired and the Supplier has provided the SSRCE with a complete release of any lien registered as a result of any work carried out by the Supplier, or any sub-contractor or supplier to the Supplier.

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



- 29. Confidentiality:** The Supplier shall keep private, treat as being confidential, and not make public or divulge during, as well as after, the term on this Agreement, any information or material to which the Supplier or staff becomes privy as a result of acting under this Agreement without having first obtained the SSRCE's consent in writing.
- 30. Freedom of Information and Protection of Privacy (FOIPOP) Act and Personal Information International Disclosure Protection Act (PIIDPA)**
- 30.1.** As a public body, the SSRCE is subject to provincial legislation, Freedom of Information and Protection of Privacy (FOIPOP) Act. RFX submissions and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, the SSRCE is subject to the disclosure and protection of information in accordance with that legislation. Suppliers are recommended to visit the following websites for more information on the Act: <http://www.gov.ns.ca/just/IAP/default.asp> and <http://www.foipop.ns.ca/>
- 30.2.** As a public body, the SSRCE is subject to Personal Information International Disclosure Protection Act (PIIDPA) of Nova Scotia which prevents the use, disclosure, management, storage or access of any South Shore Regional School SSRCE personal information outside Canada. All service providers and their affiliates/associates and any sub-contractors will be subject to that legislation.
- 30.3.** Regarding contracts dealing with personal information: The Province of Nova Scotia is required to comply with the Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). The act creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law. Suppliers are recommended to visit the following PIIDPA websites for more information on the Act: [http://nslegislature.ca/legc/bills/60th\\_1st/3rd\\_read/b019.htm](http://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm) and <http://www.gov.ns.ca/just/IAP/PIIDPAquest.asp#p01>
- 30.4.** The Supplier acknowledges and confirms that it is a "service provider" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c. 3 ("PIIDPA"), that the Supplier has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the SSRCE entering into the Agreement with the Supplier that the Supplier irrevocably undertakes covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.
- 30.5.** The Supplier further covenants, warranty and represents to the SSRCE that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the SSRCE in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.
- 30.6.** The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of the SSRCE is protected at all times from unauthorized access or disclosure and shall confirm in writing to the SSRCE, upon request, the details of such security arrangement. The Supplier also agrees to implement and enforce any additional security procedures as may be required by the SSRCE from time to time to protect the personal information that the Supplier collects on behalf of the SSRCE. The SSRCE shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangement referenced herein.
- 30.7.** All personal information that the Supplier obtains or becomes aware of while providing services to the SSRCE is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such information other than the right to use it for the sole purpose of fulfilling its obligations to the SSRCE under the Agreement.
- 30.8.** All RFX submissions become the property of the SSRCE. By providing a RFX submission, the supplier hereby grants the SSRCE a license to distribute, copy, print or translate the RFX submission for the purposes of the RFX. Any attempt to limit the SSRCE's right in this area may result in rejection of the RFX submission.

- 30.9.** Suppliers RFX submission may be subject to disclosure under the Province's "freedom of information" legislation. By submitting a RFX submission, the Supplier agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. The SSRCE cannot guarantee the confidentiality of the complete content of any RFX submissions after the procurement has been awarded to the successful supplier.
- 30.10.** During the delivery and installation of goods and/or services, the supplier or supplier's staff may have access to confidential information belonging to the SSRCE. Should this occur, the supplier must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in legal action being taken and/or the supplier's disqualification from any further RFX's issued by the SSRCE.
- 31. Indemnification:** The Supplier shall indemnify and hold harmless the SSRCE, their agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of, or resulting from the performance of this work, provided that any such claim is caused in whole or in part by the negligent act or omission of the Supplier, and sub-contractor, supplier, licensee, anyone directly or indirectly employed by any one of them or anyone for whose act any of them is liable, regardless of whether or not it is cause in part by a party indemnified hereunder.
- 32. Insurance:** Unless otherwise stated, before work begins, Commercial General Liability Insurance with policy limits of not less than two (2) million dollars (\$2,000,000.00) must be filed with the Procurement Department of the SSRCE; such insurance shall be in the name of the Supplier and the SSRCE. The insurance must include non-owned automobile liability with policy limits of not less than two (2) million dollars (\$2,000,000.00). All insurances are to be maintained in good standing for the duration of the Contract.
- 33. Termination for convenience:** The SSRCE may terminate a contract, in whole or part, whenever the SSRCE determined that such termination is in the best interest of the SSRCE, without just cause by giving sixty (60) days written notice to the proponent. However, in no event shall the proponent be paid an amount that exceeds the submitted price for the work performed.
- 34. Termination for default:** When the proponent has not performed or has unsatisfactorily performed the contract, the SSRCE may terminate the contract for default. Upon termination for default, outstanding payment will be withheld at the discretion of the SSRCE. Failure on the part of the proponent to fulfill the contract obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the SSRCE in re-procuring and completing the work.
- 35. Workers Compensation:** Prior to commencing the work, the Supplier shall provide a current clearance letter from the Workmen's Compensation Board (WCB) and must maintain this coverage during the whole term of the Contract.
- 36. WHMIS:** All controlled products supplies to the SSRCE must have approved Workplace Hazardous Materials Information System (WHMIS) supplier labels; Material Safety Data Sheets must also be supplied. Failure to comply with this requirement may result in rejection of any shipment, and may result in cancellation of the order and the return of goods to the supplier at the supplier's expense.
- 37. Health and Safety Act:** The Supplier shall take every precaution to ensure that every employee, self-employed person and employer performing work in respect of the project complies with the latest revisions of the Nova Scotia Occupational Health and Safety Act and its Regulations, the SSRCE Occupational Health and Safety Policy No. 470 and all other safety measures as required by authorities having jurisdiction.
- 38. Site Safety Plan:** Before being permitted access to the site to commence construction the Supplier may be requested provide the SSRCE with a written Project Specific Site Safety Plan. The Site Safety Plan provided shall be a written course of action that, through a pre-job evaluation, identifies and sets out specific actions to be taken to eliminate or control



hazards associated with the work to be performed and to also deal with concerns or hazards that may develop during the course of the project. This Plan shall include, but not be limited to, identification of safety hazards anticipated during the project, solutions to those hazards, safety procedures, identification of designated safety officers and provision for safe access to the site for SSRCE staff and or Consultants. Receipt and acceptance of the safety plan shall be mandatory prior to commencement of work.

**39. Extension to the Broader Public Sector**

- 39.1. The SSRCE may choose to allow the Broader Public Sector (MASH) to purchase goods or services from some RFX's. The Broader Public Sector are generally permitted to purchase from "Standing Offers", that are normally long term contracts resulting from a RFX.
- 39.2. By submitting a response to a RFX, the Supplier agrees to extend the same pricing to other eligible Broader Public Sector institutions as per the terms and specifications in the Solicitation

**40. Governing Laws and Trade Agreements**

- 40.1. Unless the RFX documents specifically state otherwise, the RFX, all submissions, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Solicitation was issued.
- 40.2. RFX's subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, any other inter-provincial trade agreements, or any international trade agreements, will be specifically identified as such in the public notice and/or the Solicitation documents.
- 40.3. Information of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the SSRCE.
- 40.4. Suppliers agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and worker compensation requirements of the Province.
- 40.5. The SSRCE may consider and evaluate any RFX submission from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar RFX submission from a supplier located in this Province. The SSRCE will be the sole judge of whether these conditions will be used and the extent to which they will be applied.
- 40.6. Suppliers registered to do business in any Atlantic Province can bid on RFX issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.
- 40.7. Under Canadian law (and international agreements), your RFX submission must be arrived at separately and independently, without conspiracy, collusion or fraud; see <http://www.competitionbureau.gc.ca/internet/index.cfm?itemid=1243&lg=e> for further information.

**41. Other General Conditions**

- 41.1. No RFX submissions shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the SSRCE or against whom the SSRCE has a claim or has instituted a legal proceeding with respect to a previous contract, without prior approval of the SSRCE.
- 41.2. The Supplier shall perform the obligations of this Contract in a good and workmanlike manner in compliance with all applicable legislation in effect in Nova Scotia, and in accordance with industry standards and practice.
- 41.3. The Supplier shall be solely responsible for all means, methods, techniques and procedures necessary for performing the work required under this Contract.
- 41.4. All Suppliers must comply with the Nova Scotia Corporations Registration Act (CRA) or the Partnerships and Business Names Registration Act (PBNRA) as one of the conditions of doing business with the Province of Nova Scotia. In this regard, Suppliers are advised that verification of registration and good standing may be carried out prior to the final award of a contract to a successful Supplier. Suppliers residing outside Nova Scotia (which are not otherwise carrying on business in Nova Scotia) are expected to be registered in an equivalent manner in their respective jurisdictions.

- 41.5.** Unless otherwise specified, all materials installed by the Supplier as part of this Contract shall be new and shall comply with the specifications and any applicable building codes. The Supplier is, at all times, responsible for correcting any defective work or materials at the Supplier's cost, and payment by the SSRCE to the Supplier does not relieve the Supplier of that responsibility.
- 41.6.** Where applicable, the end user must be provided with complete operation manuals, warranty registration forms, user licenses/ authentications and/or other associated documentation normally provided by the manufacturer, reseller, installer and/or consultant.
- 41.7.** The Supplier shall, at all times, keep SSRCE premises free from accumulations of waste and rubbish. Disposal of all waste and rubbish shall be at approved waste disposal sites.
- 41.8.** If the Supplier files for bankruptcy, becomes insolvent or fails to perform the Supplier's obligations under this Contract in a timely and workmanlike manner, the SSRCE may, by written notice, immediately terminate the employment of the Supplier and the Supplier shall be entitled only to the value of work performed and materials supplied up to the date of the termination.
- 41.9.** The Supplier shall not permit smoking by any of its employees or sub-contractors on SSRCE property.
- 41.10.** The Supplier warrants its work and materials for a minimum of twelve (12) months after the date of substantial completion.
- 41.11.** The Supplier, if performing work on SSRCE property may be required to provide a safety program certified with the Nova Scotia Construction Safety Association or with an approved alternate safety association and/or program.
- 41.12.** The SSRCE reserves the right to split an award amongst Suppliers as deemed in the best interests of the SSRCE.

**End of document 00 73 10**