

1. **DEFINITIONS**

When used in the Agreement, the following words or expressions have the following meanings:

1. **ALBERTA TIME:** means Mountain Standard Time (MST) or Mountain Daylight Time (MDT) as provided for in the Daylight Saving Time Act (Alberta).
2. **APC:** Alberta Purchasing Connection, an online site created by the government to post opportunities for a transparent process. www.purchasingconnection.ca.
3. **AUTHORITY:** means any government authority, agency, body or department, whether federal, provincial or municipal, having or claiming jurisdiction over the Contract; and "Authorities" means all such authorities, agencies, bodies and departments.
4. **BOARD:** for the purpose of this RFP means the Board of Trustees of Elk Island Public Schools Regional Division No. 14.
5. **BOARD CONFIDENTIAL INFORMATION:** means all information of the Board that is of a confidential nature, including all confidential information in the custody or control of the Board, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the Respondent in connection with the Contract. For greater certainty, Board Confidential Information shall: (1) include: (a) all new information derived at any time from any such information whether created by the Board, the Respondent or any third-party; (b) all information (including Personal Information) that the Board is obliged, or has the discretion, not to disclose under provincial or federal legislation or otherwise at law; but (2) not include information that: (a) is or becomes generally available to the public without fault or breach on the part of the Respondent of any duty of confidentiality owed by the Respondent to the Board or to any third-party; (b) the Respondent can demonstrate to have been rightfully obtained by the Respondent, without any obligation of confidence, from a third-party who had the right to transfer or disclose it to the Respondent free of any obligation of confidence; (c) the Respondent can demonstrate to have been rightfully known to or in the possession of the Respondent at the time of disclosure, free of any obligation of confidence when disclosed; or (d) is independently developed by the Respondent; but the exclusions in this subparagraph shall in no way limit the meaning of Personal Information or the obligations attaching thereto under the Contract or at law.
6. **BUSINESS DAY:** means 8:30am to 4:30pm, Alberta Time, Monday to Friday, excluding holidays observed by the Board.
7. **CONFLICT OF INTEREST:** includes, but is not limited to, any situation or circumstance where (1) in relation to the procurement process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (a) having or having access to information in the preparation of the Respondent's Submission that is confidential to the Board and not available to other Respondents; (b) communicating with any person with a view to influencing preferred treatment in the procurement process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process and render that process non-competitive and unfair; or (2) in relation to the performance of its contractual obligations in a Board contract, the Respondent's other commitments, relationships or financial interests (a) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or (b) could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.
8. **CONTRACT:** means the aggregate of: (1) the Agreement (if applicable), including Schedule 1 Form of Agreement (Schedule of Deliverables, Rates and Supplementary Provisions), and any other schedule attached at the time of execution; (2) the RFP, including any addenda; (3) the Proposal and (4) any amendments executed in accordance with the terms of the Agreement.
9. **DELIVERABLES:** means everything developed for or provided to the Board in the course of performing under the Contract or agreed to be provided to the Board under the Contract by the Supplier or its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors, as further defined, but not limited by Schedule 1, including but not limited to any goods or services or any and all Intellectual Property and any and all concepts, techniques, ideas, information, documentation and other materials, however recorded, developed or provided.
10. **EXPIRY DATE:** means the final date of the extended term of the Purchase Order/Negotiated Contract.
11. **EVALUATION TEAM:** means the individuals who will evaluate the Proposals on behalf of the Board.
12. **FOIP:** means the Freedom of Information and Protection of Privacy Act, Revised Statutes of Alberta 2000, Chapter F-25, as amended.
13. **INDEMNIFIED PARTIES:** means the Board and the Board's directors, officers, agents, employees and volunteers.
14. **INDUSTRY STANDARDS:** means and includes, but are not limited to (1) the provision of any and all labor, supplies, equipment and other goods or services that are necessary and can reasonably be understood or inferred to be included within the scope of the Contract or customarily furnished by Persons providing Deliverables of the type provided hereunder in similar situations in Alberta and; (2) adherence to commonly accepted norms of ethical business practices, which shall include the Supplier establishing, and ensuring adherence to, precautions to prevent its employees or agents from providing or offering gifts or hospitality of greater than nominal value to any person acting on behalf of or employed by the Board.
15. **INTELLECTUAL PROPERTY:** means any intellectual, industrial or other proprietary right of any type in any form protected or protectable under the laws of Canada, any foreign country, or any political subdivision of any country, including, without limitation, any intellectual, industrial or proprietary rights protected or protectable by legislation, by common law or at equity.
16. **NEWLY CREATED INTELLECTUAL PROPERTY:** means any Intellectual Property created by the Supplier/Contractor in the course of performance of its obligations under the Contract.
17. **PERSON:** if the context allows, includes any individuals, persons, firms, partnerships or corporations or any combination thereof.
18. **PERSONAL INFORMATION:** means recorded information about an identifiable individual or that may identify an individual.
19. **PREFERRED VENDOR:** means a vendor that has been qualified through an RFQ process and is deemed to represent the best value to the Board. A thorough Request for Qualification (RFQ) is conducted and Proposals are solicited from numerous vendors.
20. **PROCEEDING:** means any action, claim, demand, lawsuit, or other proceeding.
21. **PROPOSAL:** means all the documentation submitted by the Respondent in response to the RFP.
22. **PURCHASE ORDER/NEGOTIATED CONTRACT:** means this Purchase Order/Negotiated Contract is the form of agreement issued by The Board of Trustees of Elk Island Public Schools Regional Division No. 14 and accepted by the Supplier/Contractor (the corporation, sole proprietorship, partnership or joint venture listed on the face of the Purchase Order/Negotiated Contract as a party thereto who shall be the provider of the Purchased Goods/Services) in response to the Request for Bid (Tender), Request for Proposal (RFP) or Request for Quote (RFQ) as may be applicable, and includes all of the documents outlining the respective obligations of the Supplier/Contractor and EIPS, in relation to the Purchased Goods/Services (subject matter specifically described in the Purchase Order/Negotiated Contract), such as, but not limited to, the Tender, the RFP, the RFQ, the Supplier/Contractor's Bid or Proposal or Quotation, to the extent that the contents of a Bid, Proposal, or Quotation relating to the respective obligations of the Supplier/Contractor and EIPS are specifically accepted in writing by EIPS, all associated drawings, specifications, descriptions and the documentation listed on the face of or elsewhere in the Purchase Order/Negotiated Contract, when applicable, described as being part of the Purchase Order/Negotiated Contract either by direct inclusion or inclusion by reference or necessary implication. These General Conditions are deemed to be incorporated by reference in the Purchase Order/Negotiated Contract whether referred to therein or not. All documents forming part of the Purchase Order/Negotiated Contract shall be interpreted in the manner that gives the greatest rights and protection to EIPS and imposes the greatest duty and obligation on the Supplier/Contractor. These General Conditions are common to both Purchase Orders and Negotiated Contracts and therefore any reference herein to the "Contract" is a reference to these the General Conditions and the associated document whether it be a Purchase Order or a Negotiated Contract.
23. **RATES:** means the applicable price, in Canadian funds, (unless otherwise stated) to be charged for the applicable Deliverables, as set out in the Contract, representing the full amount chargeable by the Supplier for the provision of the Deliverables, including but not limited to: (1) all applicable duties and taxes (except applicable sales tax, which should be itemized separately); (2) all labor and material costs; (c) all travel and carriage costs; (3) all insurance costs; and (4) all other overhead including any fees or other charges required by law.
24. **RESPONDENT:** means a person, firm, or corporation responding to this RFP by submission of a Proposal.
25. **RECORD:** for the purposes of the Contract, means any recorded information, including any Personal Information, in any form: (a) provided by the Board to the Respondent, or provided by the Respondent to the Board, for the purposes of the Contract; or (b) created by the Respondent in the performance of the Contract.
26. **REQUEST FOR PROPOSAL (RFP):** means the qualifications based procurement document used to determine a short-list of Preferred Vendors who may be invited to bid on a quantitative scope of Goods/Work or Services.
27. **RFP CLOSING:** means the date and time indicated on the RFP cover, or as otherwise amended by addenda, as the deadline for submitting a response.
28. **REQUIREMENTS OF LAW:** mean all applicable Alberta requirements, laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with all Authorities that now or at any time hereafter may be applicable to either the Contract or the Deliverables or any part of them.
29. **RESPONDENT:** means the authorized representative having the authority to legally bind their company.
30. **RESPONDENT'S INTELLECTUAL PROPERTY:** means Intellectual Property owned by the Supplier prior to its performance under the Contract or created by the Supplier during the Term of the Contract independently of the performance of its obligations under the Contract.
31. **SUPPLIER/CONTRACTOR:** means the person, firm, or corporation selected as a Preferred Vendor and awarded a Purchase Order/Negotiated Contract to supply the Work/Goods and/or Services described in the Agreement.
32. **TERM:** means the period of time from the effective date up to and including the earlier of: (i) the Expiry Date or (ii) the date of termination of the Contract in accordance with its terms.
33. **THIRD-PARTY INTELLECTUAL PROPERTY:** means any Intellectual Property owned by a party other than the Board or the Respondent.
34. **WCB:** means Workers' Compensation Board.

2. **GENERAL CONDITIONS**

1. **AGREEMENT**

The Purchase Order/Negotiated Contract, shall, when accepted by the Supplier/Contractor, constitute the entire agreement between the Supplier/Contractor and Elk Island Public Schools ("EIPS" or "the Board") and no alteration, amendment or supplementary clauses shall be binding on EIPS without EIPS's prior written approval. Either the Supplier/Contractor's written acceptance of the Purchase Order/Negotiated Contract or the shipment of any of the Purchased Goods/Services or the commencement of performance under the Purchase Order/Negotiated Contract shall constitute unqualified acceptance of the Purchase Order/Negotiated Contract or no contrary or additional terms or conditions shall apply.

2. **ADMINISTRATION OF PURCHASE ORDER/NEGOTIATED CONTRACT**

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

3. **ALL INCLUSIVE PURCHASE PRICE OF GOODS AND/OFF SERVICES**

The purchase price specified in the Purchase Order/Negotiated Contract is the complete cost to EIPS and includes all fees, royalties, licenses, GST, taxes, levies and charges of every description (including charges for crating, boxing, cartage and fuel handlings), delivery, and installation if applicable, of the Purchased Goods/Services FOB to the destination specified by EIPS, unless otherwise noted. Pricing on Purchase Order/Negotiated Contracts of Purchased Goods/Services is to be exclusive of GST and GST must be shown as a separate line item on the invoice.

4. **ACCEPTANCE**

All Purchased Goods/Services shall be delivered to EIPS subject to EIPS inspection and acceptance. Payment in whole or in part by EIPS shall not constitute acceptance or approval. EIPS may reject and return any Purchased Goods/Services at the Supplier/Contractor'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, EIPS, at its sole option, may require either the replacement of the rejected Purchased Goods/Services or the refund of the entire purchase price unless EIPS is capable of determining that only part of the purchase price should be refunded based on unit prices for the rejected Purchased Goods/Services.

5. **ASSIGNMENT/SURVIVAL**

The Supplier/Contractor shall not assign this Purchase Order/Negotiated Contract, or any of its rights or obligations thereunder nor sub-contract any of its obligations thereunder without the prior written consent of EIPS. The warranties, covenants and obligations of the Supplier/Contractor under this Purchase Order/Negotiated Contract shall survive and continue after the performance, delivery and/or installation of the Purchased Goods/Services by the Supplier/Contractor, payment by EIPS and the expiry or termination of this Purchase Order/Negotiated Contract. If any assignment is permitted, the Board may require as a condition of such assignment, that the assignee undertakes to be bound by the terms of this Contract, and may require the Supplier/Contractor to remain bound hereto as well.

6. **APPLICABLE LAWS**

The laws in force in the Province of Alberta apply to the Purchase Order/Negotiated Contract. Any action to enforce any provision of this Contract may only be commenced, and all steps therein taken, in the Court of Queen's Bench, in the Judicial District of Edmonton, which shall be deemed to be the forum of convenience for the parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Purchase Order/Negotiated Contract.

7. **BONDING**

The Supplier/Contractor shall provide proof of bonding for all its staff engaged in performing the Services if requested by the Board.

8. **ANCILLARY SERVICES**

In addition to the supply of the specified Purchased Goods/Services, the Supplier/Contractor will provide such other minor miscellaneous Goods/Services as may reasonably be requested by the Board, ancillary to the main supply.

9. **CONFLICT OF INTEREST/GIFTS AND HOSPITALITY**

To preserve the image and integrity of EIPS and its employees and agents, gifts other than items of minor value shall not be offered. Reasonable hospitality is an accepted courtesy of a business relationship. The frequency and nature of gifts or hospitality shall not be allowed whereby the recipient might be or might be deemed by others to have been influenced in making a business decision as a consequence of accepting such hospitality or gifts.

10. **COMPLIANCE WITH LAWS**

The Supplier/Contractor will, 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 Supplier/Contractor shall have proof of an account in good standing with the Workers' Compensation Board (Alberta) and shall supply EIPS with proof of coverage if requested and such account shall remain in good standing for so long as the Supplier/Contractor is providing the Purchased Goods/Services. Coverage shall include all employees of the Supplier/Contractor as well as personal coverage for any employers, proprietors, partners and directors performing work at EIPS premises as part of the supply of the Purchased Goods/Services.

11. **CRIMINAL RECORD CHECK**

The Supplier/Contractor is to ensure that persons engaged in the supply at any EIPS premises do not have criminal convictions and have not been and are not subject to any criminal proceedings, any child welfare proceedings or investigations or other proceedings or investigations present, pending, or past, including but not limited to activities involving minors, drugs, or illegal substances, firearms, violent or sexual offenses for which a pardon has not yet been granted, which in any way might jeopardize or threaten the welfare or safety of the students or the image of the Board as a public body and employer and the Supplier/Contractor shall provide a Criminal Record Check, an Intervention Record Check and Vulnerable Sector Check and any other document that the Board may require for each of its personnel before they are allowed to have access to any EIPS premises.

12. **COPYRIGHT**

The copyright, ownership, and all other property rights including but not limited to intellectual property rights, whether moral, equitable, or legal in and to any work done or product or any other thing, corporeal or incorporeal, done by or created by the Supplier/Contractor in the course of undertaking the supply remains with the Board.

13. **CHANGES IN THE WORK**

EIPS 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 Purchase Order/Negotiated Contract.

14. **CSA APPROVAL**

All electrical material, equipment and assemblies constituting part of the Purchased Goods/Services shall be fully CSA approved and shall bear appropriate approval stickers in accordance with the requirement of the Canadian Electrical Code and the applicable legislation and regulations.

DISPUTES

The Supplier/Contractor shall notify the Board in writing immediately if the Supplier/Contractor holds that a decision by the Board or the Board's Representative is in error or at variance with the Contract Documents. If the dispute is not resolved promptly, the Board will give such instructions as are necessary to continue the Work and to prevent delays pending settlement of the dispute. Supplier/Contractor shall act immediately according to such instructions; it being understood that by so doing neither party will jeopardize any claim they may have. If it is subsequently determined and agreed that such instructions were in error or at variance with the Contract Documents, the Board will pay Supplier/Contractor for additional costs incurred by Supplier/Contractor in carrying out Work required by such instructions, such additional costs being the amount beyond what the Contract Documents, correctly understood and interpreted, would have required Supplier/Contractor to incur. In the case of any dispute arising between the Board and Supplier/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. Notwithstanding any disputes, including arbitration proceedings, Supplier/Contractor shall carry out the Services and maintain its progress.

15. **ENTIRE CONTRACT**

This Agreement 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 the Board as relied in entering into this Agreement are included as terms of this Agreement. This Agreement will be construed in the manner that creates the greatest duty on the Contractor, and provides the greatest protection to the Board, regarding the provision of the Services, which shall be supplied on a best practices basis, and to the full satisfaction of the Board.

16. **EXCLUSIONS**

Any reference to the Supplier/Contractor's Quotation, Bid, or Proposal does not imply acceptance of any terms, conditions, or instruction contained in such document if that term, condition or instruction is not an acceptance of the terms and conditions set out in the RFP, Tender or RFQ.

17. **EXAMINATION OF SITE**

The Supplier/Contractor will be conclusively deemed to have examined the Site before signing this contract. The Supplier/Contractor will have satisfied itself as to the present conditions as well, as the conditions under which it will have to operate or which in any way affect the completion of the Work of this contract.

18. **FORCE MAJEURE**

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: (1) an inability to obtain materials, goods, equipment, Work, utilities or labour; (2) any statute, law, by-law, regulation, order in council, or order of any competent authority other than one of the parties; (3) 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; (4) a strike, lockout, slowdown, or other combined action of workers; or (5) an act of God. 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. In the event that the Supplier/Contractor is unable to substantially perform all its/his/or her obligations under this Contract due to force majeure, for a period of five (5) consecutive days on which the Work were to be provided, the Board may consider this Contract frustrated, and may, notwithstanding any other provision herein, terminate this Contract without any compensation, or other obligation of any kind, to the Supplier/Contractor upon the giving of two (2) days' notice of such termination.

19. **INFORMATION DISCLOSURE**

All information provided by the Board to the Supplier/Contractor pursuant to the Contract and all information provided by the Supplier/Contractor to the Board pursuant to the Contract, is subject to the disclosure and protection provisions of the Freedom of Information and Protection of Privacy Act (FoIP). This Act allows any person a right of access to records in the Board's custody or control, subject to limited and specific exceptions as set out in the Act. Where applicable, the Supplier/Contractor may identify those portions of any submission from the Supplier/Contractor to the Board which the Contractor considers confidential and what harm could reasonably be expected from disclosure. The Board does not warrant that such identification will preclude disclosure if disclosure is determined to be required under the Act. Prior to disclosing to the Board any individual's personal information, the Supplier/Contractor shall obtain the consent of the affected individual. 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.

20. **INSURANCE**

Without limiting its liabilities under the Purchase Order/Negotiated Contract the Supplier/Contractor shall provide, maintain and pay for following minimum insurance coverages, in forms acceptable to EIPS: (1) Comprehensive or Commercial General Liability Insurance with limits of not less than \$2,000,000 inclusive per occurrence (annual general aggregate, if any, not less than \$2,000,000) against bodily injury, personal injury, and property damage. (2) Automobile Liability Insurance on all vehicles owned, operated or licensed in Supplier/Contractor's name, with limits of not less than \$2,000,000; The following endorsements shall be included in all policies of insurance: (1) premises, property, operations; (2) blanket contractual; (3) non-owned auto; (4) broad form property damage; and each policy shall name EIPS, 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 EIPS of cancellation or material change; 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 EIPS's property, if any, in the Supplier/Contractor's care, custody and control; The Supplier/Contractor shall, prior to supply of the Purchased Goods/Services, submit in a form acceptable to EIPS, proof that insurance coverages are in effect and meet specified conditions. The policy, or policies, of insurance shall not contain any co-insurance clause, or other provision, that would require the Board's insurers to act as primary insurers, and the Board's insurance shall only be considered excess insurance.

21. **INDEMNITY**

The Supplier/Contractor shall and does hereby indemnify and hold harmless EIPS, 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 Supplier/Contractor, its employees, servants or agents, in the performance by the Supplier/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 the Board, including the cost of all lawyers, and court costs. Supplier/Contractor shall indemnify EIPS for any non-deduction of monies pursuant to the Income Tax Act. The provisions of this Article 22 shall survive any termination, or expiration, of this Contract.

22. **LIABILITY**

The Board 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 Supplier/Contractor or its employees or agents in the performance of the Services pursuant to this Agreement. The Supplier/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. All damage resulting from the use or misuse of materials or equipment by the Supplier/Contractor or its agents or employees shall, at the option of the Board, be repaired or replaced, to the satisfaction of the Board by the Supplier/Contractor at the Supplier/Contractor's sole cost. The Board may repair such damage and deduct the amount of such repairs from any amount owing under this Agreement. Where it is not practical or desirable to repair the damage, the Board may estimate the cost of replacement and deduct the amount thereof from any payment to the Supplier/Contractor.

23. **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.

24. **LAW OF THE CONTRACT**

The law of the Place of the Work stated in this Purchase Order/Negotiated Contract shall govern the interpretation of the contract.

25. **LICENSE**

Supplier/Contractor must maintain valid business licenses and permits if applicable.

26. **MODIFICATION**

This Purchase Order/Negotiated Contract may only be modified by a written memorandum evidencing such modification, signed by the parties hereto. A copy of the memorandum shall be attached to this Purchase Order/Negotiated Contract.

27. **NO AUTHORITY**

Nothing in the Purchase Order/Negotiated Contract or in any subsequent document or written agreement shall be construed as authority for the Supplier/Contractor to make commitments which shall bind EIPS or to otherwise act on behalf of EIPS, except as EIPS may expressly authorize in writing.

28. **NON FULFILLMENT**

There will be regular and/or periodic inspections of the Worksites by a Board representative(s). In the event of default or failure on the part of the Supplier/Contractor to complete the contract to the satisfaction of the Board, the Board shall provide 48 hours written notice of necessary remedial action. Should appropriate action not be taken, the Board shall take all actions necessary to complete the Work, will hold the Supplier/Contractor liable for any costs and will deduct the same from any monies due or to become due to the Supplier/Contractor on this or any contract between the Supplier/Contractor and the board.

29. **NOTICES**

Any notice required, or permitted, to be given by one party to the other shall be given, in the case of notice to the Supplier/Contractor, either by personal delivery to the Supplier/Contractor's representative named in the Purchased Goods /Service Contract or in the case of a Purchase Order to the person named below or any other person apparently under the control of the Supplier/Contractor, and in the case of notice to EIPS, to EIPS's representative named in the Purchased Goods /Service Contract or in the case of a Purchase Order to the Board's Representative, or by delivery to the address of the party as follows: *(Elk Island Public Schools, 683 Wye Road, Sherwood Park, AB T8B 1N2).*

30. **OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS**

All Supplier/Contractors on the Board Sites 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; The Supplier/Contractor, when required by legislation, is responsible for coordinating and implementing a project health and safety plan that ensures all employers/Supplier/Contractor comply with health and safety requirements established by local, provincial, and federal Acts, regulations and codes, contract documents and the Board; All Supplier/Contractors shall wear identification at all times while on the Board property; Supplier/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 the prime Supplier/Contractor representative. The prime Contractor shall immediately notify the Board's representative. An OHS Specialist may be consulted for additional assistance; Failure of a Supplier/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 Supplier/Contractor from the Board property. The Board and/or the Board's representatives have the right to stop Work, refuse entry to the Board premises or terminate the contract. The Supplier/Contractor acknowledges that the Supplier/Contractor is an employer as defined in the Occupational Health & Safety Act, and that the Supplier/Contractor will, as a condition of this Agreement, comply with the Occupational Health & Safety Act, and the Regulations hereto, and the Occupational Health and Safety Code in the performance of the Supplier/Contractor's duties within the terms of this Agreement. To the extent any legislation may require the designation of a prime Supplier/Contractor the Supplier/Contractor shall fulfill that role in place of the Board in relation to provision of the Services. In the event the Supplier/Contractor fails to comply with the said Act or any rules or regulations and the Board is required to take any steps or pay any sums to rectify such non-compliance, the Board may deduct the cost of such rectification from any monies due or to become due to the Supplier/Contractor on this or any contract between the Supplier/Contractor and the Board and recover the balance if any by civil action if such deduction does not fully cover the costs. The Supplier/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 Supplier/Contractor's staff. A copy of the safe Work program shall be made available to the Board upon request.

31. **PAYMENT**

Payment for Purchased Goods/Services satisfactory to EIPS shall be net forty-five (45) days from the date of valid and acceptable receipt of invoice in Canadian funds, unless otherwise agreed in writing by both EIPS and the Supplier. In the case of a Negotiated Contract other payment details may be set out in the Purchased Goods/Services Contract. Any exceptions to article 33 - Payment terms and conditions as they pertain to this Purchase Order/Negotiated Contract may be detailed in other sections of this Agreement

32. **PERMITS, NOTICES, LAWS AND RULES**

The Supplier/Contractor shall be required to apply for, obtain, and pay for all necessary permits or licenses for execution of the Work. The Supplier/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.

33. **PURCHASING GROUP**

The Supplier/Contractor must provide the Purchased Goods/Services that form part of this Agreement directly to other Alberta school authorities under the same terms and conditions as stated in the Agreement. Any exceptions to the terms and conditions as they pertain to other school authorities are

detailed in this Agreement. A list of eligible school authorities can be found at <http://asba.ab.ca/about/people/school-boards/>.

34. **RENEWAL**

Any renewal of this Contract is subject to the requirements of the New West Partnership Trade Agreement (NWPTA) or the Canadian Free Trade Agreement (CFTA), and is further subject to the mutual agreement of the parties any such agreement to renew being evidenced in writing and executed by authorized representatives of each of the parties hereto.

35. **RELATIONSHIP**

The Supplier/Contractor is an independent principal and Supplier/Contractor, not an employee or agent, of EIPS. Nothing in this Agreement makes the relationship a partnership or joint venture. It is understood and agreed by the Supplier/Contractor that no deductions will be made by the Board from any contract monies paid to the Supplier/Contractor hereunder and that no additional monies will be paid by the Board on account of any income tax, employment insurance, workers' compensation, holiday pay, Canada Pension Plan contributions or the like. The Supplier/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 Supplier/Contractor or otherwise paid for the Work to be performed under the Agreement. The Supplier/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. The Supplier/Contractor agrees to save harmless and indemnify the Board from the payment of any such taxes, contributions, penalties, or like payments to which the Board may be subject as result of the failure of the Supplier to comply with this Agreement.

36. **REJECTED WORK**

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

37. **REPORTING**

The Supplier/Contractor shall report to the Board's representative on a regular or as needed basis with respect to any deficiencies or concerns which could adversely affect the safety and or security of the occupants of any Premises.

38. **SUPPLIER COMPLIANCE**

In accepting the Purchase Order/Negotiated Contract, the Supplier/Contractor undertakes and agrees to provide the Purchased Goods/Services in strict compliance with the Purchase Order/Negotiated Contract.

39. **SECURITY**

The Supplier/Contractor shall accept responsibility for all keys or fobs issued and signed for. In the event that the Supplier/Contractor loses any keys or fobs issued to them, he/she will be responsible for the cost of replacement of keys and fobs and the rekeying all areas affected by the loss of the keys or fobs.

40. **SHIPMENT**

All packages, packing slips, invoices, correspondence, customs documentation and freight bills of lading relating to the Purchased Goods/Services shall have EIPS's complete Purchase Order/Negotiated Contract number prominently displayed and packing slips shall accompany all shipments. For all Purchased Goods/Services subject to "Workplace Hazardous Material Information System" legislation, "Material Safety Data Sheets" shall accompany the items and shipping documents. The Material 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; All 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); if necessary shipments entering into Canada must be cleared through EIPS customs broker of choice prior to their delivery to EIPS, and are subject to payment of duties by the Supplier/Contractor. For customs purposes, a Canadian Customs invoice or commercial invoice is to be attached to the shipment; and 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 EIPS to qualify for the lowest rate of duty, a completed NAFTA Certificate of Origin should accompany the shipment.

41. **SHIPMENT IN TRANSIT**

Unless otherwise agreed, all shipments are to be made prepaid. It is the Supplier/Contractor's responsibility to arrange full and complete protection and insurance of shipments while in transit to EIPS.

42. **SERVICES MANUALS**

Service manuals complete with circuit diagrams will be provided for all components of the Purchased Goods/Services, if requested, at no additional cost.

43. **STANDARDS WARRANTY**

The Supplier/Contractor warrants to EIPS that the Purchased Goods/Services to be supplied and performed by the Supplier/Contractor shall be performed to the level of the standards acceptable to EIPS.

44. **STAFFING**

The Supplier/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. Should a Supplier/Contractor's staff member in anyway endanger the health or safety of staff, be willfully negligent, habitually ill groomed, incompetent, dishonest or disruptive to the operation or otherwise cause the reputation of the Board, or its schools, to be brought into disrepute, the Board may require the Supplier/Contractor to forthwith remove any personnel who in any way breach this provision. Failure to do so will result in immediate termination of this Agreement. Any request to remove any personnel will be made in writing and the reason the request is being made will be specified. If the position cannot be immediately filled, the Supplier/Contractor is required to provide temporary fill-in services until such time as a suitable staff person can be provided to perform the Services. The Supplier/Contractor is required to provide temporary fill-in coverage for all shifts during periods of vacation and illness. The Supplier/Contractor must have written contingency plans in place to ensure that all shifts are always filled. The Supplier/Contractor is solely responsible for the payment of Supplier/Contractor staff, including salaries, benefits, holiday pay, and necessary deductions. The Supplier/Contractor shall ensure that all wages, hours of Work and other conditions of employment of all Supplier/Contractors staff who are employed to provide services for any part of this Agreement, shall be in compliance with the Employment Standards Code (Alberta) and the Labour Relations Code (Alberta).

45. **WORKERS COMPENSATION (WCB)/ACCIDENT REPORTS**

Prior to the commencement of the provision of the Purchased Goods/Services, and at any time thereafter at EIPS's request, the Supplier/Contractor shall arrange to have the Workers' Compensation Board of Alberta (WCB) send a clearance letter to EIPS, verifying the Supplier/Contractor's account and that all required assessments and contributions have been paid, or other confirmation that coverage

has been obtained by the Supplier/Contractor and is in good standing for as long as the Supplier/Contractor is providing the Purchased Goods/Services. WCB coverage shall include all employees of the Supplier/Contractor as well as personal coverage for any employers, proprietors, partners and directors performing work at EIPS premises as part of the supply of the Purchased Goods/Services. The Supplier/Contractor shall immediately notify the Board, through the Director of Facility Services, of any accidents that occur during the provision of the supply by the Supplier/Contractor. The Supplier/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 Supplier/Contractor shall immediately provide such reports to the Director of Facility Services as the reports are available.

46. **TERMINATION**

The Purchase Order/Negotiated Contract shall continue in full force and effect up to and including the date specified for the completion of the supply of the Purchased Goods/Service or until sooner terminated by EIPS. Such termination may be effected by EIPS, in the absence of a fundamental breach, by giving five (5) days' notice in writing to the Supplier/Contractor. In the event that EIPS is of the opinion that there has been a fundamental breach it may terminate the Purchase Order/Negotiated Contract immediately by written notice. The Supplier/Contractor may only terminate the Purchase Order/Negotiated Contract the case of non-payment by EIPS of any amount undisputedly owing, and then only after ten (10) days' notice has been given to EIPS of the alleged failure to pay, and further the Supplier/Contractor agrees that it will give such additional notice to EIPS as will allow a reasonably sufficient time to make provisions for the continuity of the supply of the Purchased Goods/Services.

47. **TEMPORARY FACILITIES AND CONTROLS**

Contractor shall comply with the Board's regulations, including loading/unloading and parking; Contractor shall be aware of and comply with the Board's standing orders in case of fire; All Board property is designated as non-smoking and as such smoking is prohibited.

48. **WAIVER**

The failure of either party to insist on the strict performance of the terms of this Contract shall not be considered a waiver of any of the rights of that party hereunder, unless expressly stated to be so in a written confirmation signed by that party, and no such failure shall disentitle either party from insisting upon strict compliance with the terms hereof.

49. **WORKING ALONE**

All Supplier/Contractor including owner/operators and/or their workers shall comply with Part 28 of the Alberta Occupational Health and Safety Code. This means ensuring that a job hazard assessment is conducted when the job involves working alone. All Supplier/Contractor including owner/operators and/or their workers that Work alone must have an effective means of electronic communication in place. 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. 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.

END OF SECTION