1. Definitions

References to the Government of Saskatchewan (GOS), the province or ministries are used for administrative purposes and mean His Majesty the King in Right of the Province of Saskatchewan.

2. Commitment

During the period of the Agreement no firm commitment, quantity or dollar value can be given. The Supplier understands and acknowledges that items may or may not be purchased, constituting an approximation made in good faith of the potential elements. These estimates do not express or imply an obligation of the GOS or any agencies identified to accept or purchase any such items or goods whatsoever.

During the period of the Agreement, goods will be requested by a GOS authorized employee, or dually authorized representative of a Municipality, Academia, School, and Health Care (MASH) sector or First Nations School. There will be no obligation on behalf of the GOS, MASH sector entity or First Nations School, to the Supplier for goods and/or services not specifically requested. GOS will not bear any responsibility or liability associated with goods/services requested by the duly authorized MASH sector entity or First Nations School.

3. Inspection

Final inspection and acceptance or rejection will be made after the goods are delivered to the GOS, but all materials and workmanship shall be subject to inspection and testing at all times and places, and when practicable during manufacture.

Final inspection and acceptance or rejection of the goods will be made as promptly as practicable, but failure to inspect and accept or reject goods promptly does not mean that the GOS has accepted those goods. The GOS reserves the right to inspect the goods for up to 60 days after the date of delivery.

The GOS reserves the right to reject goods that contain defective materials and workmanship. Rejected goods shall be removed by and at the expense of the Supplier promptly after notification that the goods have been rejected. If the defective goods are not rejected by the GOS the defect must be rectified to the satisfaction of the GOS at the expense of the Supplier.

Partial acceptance or rejection of an order does not release the Supplier from its responsibility to complete the order.

In the event necessity requires the use of goods not conforming to the requirements, payment may be made at an appropriate reduction in price.

4. Invoicing

Invoices should:

- extend and total all unit prices;
- show the disposition of any taxes (PST or GST) in the invoice;
- be in the same currency as quoted;
- indicate the date of shipment;
- refer to the standing offer Agreement number;
- charge only for those items shipped;
- be sent to the address stated on the Agreement.

5. Payments

No payment will be made until arrival and inspection of goods at their final destination.

Payment is not initiated until both the goods and services and the Supplier's invoice have been received. The GOS's goal is to not pay Suppliers later than 30 days from:

- The date that goods and services are received by the purchasing entity or;
- The date the invoice is first received at any point by the purchasing entity whichever is later.

6. Supplier Performance

The GOS reserves the right to guarantee faithful performance of the Agreement. The Supplier will be required to provide the goods and/or services exactly as tendered in their response. In cases where Suppliers do not perform in accordance with the terms and conditions of the Agreement**,** the GOS reserves the right to:

- accept partial shipments;
- extend the delivery period;
- cancel the Agreement, in whole or part;
- obtain requested items from other sources;
- suspend suppliers from responding to future opportunities.

7. Force Majeure

If either party is delayed, hindered or prevented from the performance of any of its obligations under any agreement (hereinafter referred to as the "delay") by reason of fire, flood, explosion, acts of God, war, revolution, civil disturbance, embargoes, or other cause beyond the reasonable control of the party affected (not including a labour stoppage, lack of funds, or the financial condition of the party), such performance shall be excused for the period of the delay and any period within which such performance is to be effected shall be extended by the period of the delay. A party shall not be entitled to relief under this section unless it makes all reasonable efforts to prevent, work around or otherwise mitigate the effects of the delay and has given written notice of the delay to the other party within five (5) business days after the commencement of the delay.

8. Termination

The GOS may, at any time, terminate this Agreement without cause or reason by giving to the Supplier at least 90 days written notice specifying the effective date of termination.

If, prior to the completion of its obligations under this Agreement, the Supplier becomes bankrupt or insolvent or takes the benefit of any statute now or hereafter in force relating to bankrupt or insolvent debtors, or a receiving order is made against the Supplier or the Supplier makes an assignment for the general benefit of its creditors, or an order is made or a resolution passed for the winding-up of the Supplier, or a receiver or liquidator of the Supplier's business or property is appointed, the GOS shall have the right to immediately terminate this Agreement by giving written notice of termination to the Supplier.

9. No Assignment

An Agreement may not be assigned without written consent of the GOS.

10. Responsibility and Liability

The Supplier will protect, indemnify and save harmless the GOS from and against any and all costs, losses, damages, claims, demands, judgments, suits, actions or liabilities of any nature and kind which result from, relate to or arise out of the actions or omissions of the Supplier, his servants, agents, sub-contractors in providing the goods or performing the services under this Agreement.

Suppliers shall be responsible for loss or damage to the real and personal property of the GOS where Suppliers are legally responsible, including negligence, willful harm or crimes of the Supplier, its employees or agents.

If at any time during the resulting Agreement a product becomes discontinued the Supplier should notify the GOS immediately of the discontinued product(s) and/or product code changes. If a substitute is being offered that product must be approved by the GOS. Failure to do so may result in cancellation of the Agreement.

11. Governing Law

The laws of the Province of Saskatchewan shall govern this agreement. *The International Sale of Goods Act* (Saskatchewan) does not apply to this Agreement.

12. Conflict of Interest

The Supplier shall not undertake an assignment that actually or potentially creates a conflict of interest with the provision of the goods and/or related services without having first obtained the written consent of the GOS.

13. Changes

An Agreement may not be altered in any respect without the written consent of the GOS.

14. Prices

Invoicing should show unit costs less all discounts and taxes unless otherwise required, with all unit prices extended and totaled. In case of a mathematical error, the unit price shall govern.

Taxes should be shown separately unless otherwise indicated.

Additional charges such as handling, crating, cartage, or service, will not be accepted unless detailed and shown as a separate charge and previously agreed upon by the GOS.

15. Quality

Unless otherwise specifically requested by the GOS, all goods supplied must be new, current or most recent production and be of merchantable quality for sale in Canada. Goods subject to shelf life and obsolescence contingencies must be marked with expiry dates and must be supplied sufficiently in advance of their expiry date to permit reasonable use or consumption by the purchasing entity.

Goods should be delivered and packaged in a manner that is consistent with the normal business practices of the industry.

16. Electrical (if applicable)

All electrical supplies and equipment must be C.S.A. approved where relevant.

17. Warranty

The Supplier shall ensure that the GOS receives the manufacturer's warranty for the goods and/or

services purchased.

Notwithstanding any manufacturers' warranties (which are to be supplied where applicable), all goods and/or services must be warranted to be free of defects in workmanship and materials for a suitable period of time consistent with the nature of the goods and/or services.

The Supplier shall, at its own expense, properly correct any defects or deficiencies in the goods or services which appear prior to, and during the period of one (1) year from the date of substantial performance, or as otherwise specified in the competition document.

18. Delivery

Delivery shall be Delivered Duty Paid (DDP) unloaded, unless otherwise indicated in the competition document**.**

The Supplier should advise the purchasing entity if for any reason a supply is short shipped or delayed and should also advise as to the expected delivery date.

Whenever the GOS agrees to a delivery/freight charge, it must be shown as a separate charge on the invoice and supported by bills of lading.

Bills of lading should accompany all shipments made.

All delivery slips should be signed “goods received” by the GOS representatives.

19. Liquidated Damages (if applicable)

The parties agree that the aforesaid amount (see Details section of this Agreement) is their best pre-estimate of the loss to the GOS in the event of such failure, and that it is not intended to be, or is it to be construed as a penalty.

The GOS shall have the right to hold back, drawback, deduct or set off from or against the amounts of any monies owing at the time by the GOS to the Supplier, any liquidated damages owing and unpaid under this clause.

Nothing in this clause is to be interpreted as limiting the rights and remedies which the GOS or the Ministry may otherwise be entitled to under the Agreement.

20. Compliance with all required acts and regulations

The Supplier shall require that its contractors, employees and agents, when on the GOS’s premises, comply with all:

- Security and safety rules and regulations that are applicable to the premises, including, but not limited to the Anti-Harassment Policy (PS-807);
- All laws, ordinances, rules, regulations, codes, bylaws and policies relating to the provision of the goods and/or services, including, but not limited to *The Workers’ Compensation Act, 2013*, and *The Saskatchewan Employment Act.*

21. Confidentiality

The Supplier acknowledges that the GOS is governed by *The Freedom of Information and Protection of Privacy Act* (Saskatchewan) and that all materials in the possession of the GOS are subject to the access provisions of that Act.

22. Separate Competitions

Throughout the Agreement the GOS reserves the right to conduct separate competitions for similar

items that may be covered by this Agreement.

23. Distribution of Documents

The Supplier agrees that an electronic method may be used to distribute documents relating to this Agreement.

24. Other

Should other government ministry, agency, crown corporation, Municipalities, Academia, Schools or Health Care (MASH) organizations, and First Nations Schools wish to be added to the resulting Agreement at a later date, this requirement will be negotiated with all parties.

The Supplier acknowledges that the GOS reserves the right to add additional similar items to the resulting Agreement during its term if deemed necessary. Any additions will be compatible and incidental in terms of the overall Agreement. The Supplier must price the additional items by the same formula used for other products on the resulting Agreement.

A usage report may be requested, which would identify the quantity, items and dollar value sold under the Agreement.

25. On-Site Work Provisions

The Supplier agrees that while undertaking any activity on premises owned, operated by, or otherwise controlled by the GOS, they will:

- Obtain and maintain in force during the term of the Agreement Commercial General Liability Insurance coverage in the amount not less than two million (2,000,000.00) dollars inclusive for each occurrence or accident for bodily injury, death and property damage including loss of use thereof, arising out of the execution of the Agreement.
- Obtain and maintain Worker's Compensation Insurance covering all employees engaged in the work in accordance with the Statutory Requirements of the Territory or Province having jurisdiction over such employees. If the Supplier is assessed any additional levy, extra assessment or super assessment by a Worker's Compensation Board as a result of an accident causing injury or death to an employee of the Supplier or because of unsafe working conditions, then such levy or assessment must be paid by the Supplier at its sole cost.
- Protect the site and work from loss or damage of any kind.
- Keep the site and work in a neat, clean state at all time and provide a thorough cleaning upon completion of the work.
- GOS is committed to ensuring that safety is placed at the forefront of all work and special attention and focus will be directed at ensuring that all individuals working under contract adhere to GOS requirements. GOS requires everyone involved in the work to make a commitment to safety and ensure that safe work practices are followed.
- Be an independent contractor and not the servant, employee or agent of the GOS.
- Provide all labour and services necessary to complete the work contained in the competition documents. The Supplier shall employ only skilled and fit persons who shall demonstrate the highest standard of workmanship.
- Be solely responsible for the supervision, discipline, and any matter arising out of the relationship between the supplier and its employees, servants and agents.
- Pay all debts and liabilities that it incurs in the performance of the obligations under this Agreement including all wages and salaries to its employees and provide the necessary coverage and pay contributions to, or make payments for Employment Insurance, Canada Pension Plan,

Worker's Compensation, and vacation pay in accordance with applicable laws.

- Be solely responsible for the quality of service and or materials supplied by their subcontractors. Suppliers will also be responsible for the coordination and supervision of subcontractor's activities.
- Protect and maintain as confidential all information, documents, data, software and other GOS information, personal information within the meaning of The Freedom of Information and Protection of Privacy Act, and personal health information within the meaning of The Health Information Protection Act, whether in paper, electronic or other form and shared orally, visually or electronically, which is provided to or obtained by the Supplier or its contractors, agents, officers or employees in the course of performing its obligations under this Agreement, and not disclose the same to a third party except with the prior written consent of the GOS representative responsible for initiating the request for the goods and/or services.