



# NEXUS Community Support Society

## Terms and Conditions for Contracts

### 1. Definitions

- 1.1 "Agreement" refers to the contract resulting from the acceptance of a Proposal.
- 1.2 "Proponent" means the individual or entity that submits a Proposal in response to the Request for Proposal (RFP).
- 1.3 "Request for Proposal" or "RFP" means the document issued by NEXUS Community Support Society to solicit Proposals.
- 1.4 "Proposal" refers to the submission made by a Proponent in response to the RFP.
- 1.5 "Services" means all services to be performed by the Proponent as specified in the Agreement.
- 1.6 "NEXUS" refers to NEXUS Community Support Society, the organization that is the contract holder and recipient of the deliverables and reporting.
- 1.7 "Vendor" and/or "Contractor" refers to the entity or individual, including its employees, agents, subcontractors, and representatives, responsible for performing the work, providing the services, and delivering the deliverables as specified in this Agreement or in the Proposal.

### 2. Proposal Submission

- 2.1 Proposals must be received by the date and time specified in the RFP. Late Proposals will not be considered.
- 2.2 Proponents must submit their Proposals in the format and manner described in the RFP.
- 2.3 All costs incurred in the preparation and presentation of the Proposal shall be wholly absorbed by the Proponent.

### 3. Evaluation of Proposals

- 3.1 Proposals will be evaluated based on the criteria outlined in the RFP.
- 3.2 NEXUS reserves the right to request additional information or clarification from Proponents.
- 3.3 NEXUS reserves the right to accept or reject any or all Proposals, in whole or in part, and to waive any minor irregularities.

#### **4. Award of Contract**

- 4.1 The successful Proponent will be notified in writing.
- 4.2 The Agreement will be awarded to the Proponent whose Proposal is deemed most advantageous to NEXUS.
- 4.3 NEXUS is not bound to accept the lowest-priced Proposal.

#### **5. Contract Performance**

- 5.1 The Proponent agrees to perform the Services in accordance with the terms of the Agreement.
- 5.2 The Proponent shall comply with all applicable laws and regulations in the performance of the Services.

#### **6. Payment Terms**

- 6.1 Payment will be made as specified in the Agreement.
- 6.2 All prices, fees and costs will be as stated in the PO and in Canadian funds, unless otherwise noted on the PO.
- 6.3 If PST or GST is applicable, Vendor must provide its PST and GST registration numbers to NEXUS with the delivery of the invoice.
- 6.4 Payment terms are net thirty (30) days from the date the Goods and Services are accepted by NEXUS or receipt of invoice, whichever is later.
- 6.5 The PO number(s) must appear on all bills of lading, waybills, invoices, progress billing, packing slips, containers, packages and correspondence.

#### **7. Holdback and Builders Lien Act Compliance**

- 7.1 NEXUS shall retain a holdback equal to 10-15% of the value of the work or material provided under the contract, as per the Builders Lien Act.
- 7.2 The holdback will be maintained for a period of 55 days after the issuance of a certificate of completion, or the completion, abandonment, or termination of the head contract, whichever is earliest.
- 7.3 The holdback funds will be retained in a separate holdback account and will not be released until all claims of lien have been resolved and a clear certificate of completion has been issued.
- 7.4 Vendor is responsible for discharging any claims of lien promptly at their own expense to avoid any encumbrances on NEXUS property.

## 8. PCI DSS Compliance

- 8.1 If the Vendor handles payment card data, they must comply with the Payment Card Industry Data Security Standard (PCI DSS).
- 8.2 If Vendor provides any service or handles any data that involves cardholder information or otherwise can impact the security of NEXUS' cardholder data environment, then Vendor represents and warrants that it complies with the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and will continue to comply with such standard.

## 9. Confidentiality

- 9.1 Vendor must keep all information provided by NEXUS confidential and use it only for the purposes of fulfilling their obligations under this Agreement. Such information includes, without limitation, proprietary information, information about NEXUS' clients, business plans, policies, and information about NEXUS' clients or customers that NEXUS has received in confidence from others.
- 9.2 Vendor agrees to keep all such information in confidence and not to use it for its own benefit or the benefit of any third party, nor disclose it to any third party, except if required by law (e.g., in response to a subpoena or other legal demand). In all other cases, disclosure is only permitted with the prior written consent of NEXUS.

## 10. Intellectual Property

- 10.1 Vendor represents and warrants that the supply and use of Goods and Services will not infringe any intellectual property rights. Vendor will indemnify NEXUS against any and all losses attributable to any claim of infringement.

## 11. Deliverables

- 11.1 The deliverables to be provided are as detailed in the project scope or statement of work. Any modifications or additions to the deliverables must be agreed upon in writing by both parties.
- 11.2 All deliverables will conform to the agreed specifications and quality standards as outlined in the project documentation. The provider will rectify any non-conforming deliverables at no additional cost to NEXUS.
- 11.3 The provider shall deliver the deliverables according to the schedule outlined in the project schedule. Any delays must be communicated to NEXUS in writing as soon as they are anticipated.
- 11.4 Upon delivery, NEXUS will have a specified number of days to review and accept the deliverables. If the deliverables meet the specified requirements, NEXUS will provide written acceptance. If the deliverables do not meet the requirements, NEXUS will provide written notice of any deficiencies, and the provider will address and correct the deficiencies within a reasonable time frame.

## 12. Reporting

- 12.1 The provider shall provide regular progress reports to NEXUS detailing the status of the project, including any issues, risks, and completed milestones. The frequency of these reports will be as agreed upon in writing.
- 12.2 Regular meetings between the provider and NEXUS will be held to discuss progress, address any concerns, and ensure alignment on project objectives. Meeting minutes will be documented and shared with all relevant stakeholders.
- 12.3 Upon completion of the project, the provider will provide a final report summarizing the work performed, deliverables provided, outcomes achieved, and any recommendations for future action.
- 12.4 Confidentiality: All reports and communications shall be treated as confidential and will not be disclosed to any third party without the prior written consent of NEXUS, except as required by law.
- 12.5 The provider will maintain detailed records and documentation of all work performed under this agreement. NEXUS has the right to request access to such documentation upon reasonable notice.

## 13. General Provisions

- 13.1 Any changes to the scope of deliverables or reporting requirements must be documented and agreed upon by both parties through a formal change order process.
- 13.2 The provider shall comply with all applicable laws, regulations, and industry standards in the delivery of the services and reporting.
- 13.3 In the event of termination of this agreement, the provider will deliver all completed and partially completed deliverables to NEXUS, and NEXUS will pay for all work performed up to the date of termination.

## 14. Permits

- 14.1 The contractor shall be responsible for obtaining and maintaining all necessary permits, licenses, and approvals required for the execution and completion of the project.
- 14.2 The contractor must ensure compliance with all relevant local, state, and federal regulations pertaining to the project.
- 14.3 The contractor shall provide copies of all permits to the organization prior to commencement of any work.
- 14.4 Any delays in the project schedule caused by the contractor's failure to secure necessary permits will be the responsibility of the contractor.
- 14.5 All costs associated with obtaining and maintaining permits shall be borne by the contractor.

## 15. Compliance with Laws

- 15.1 Vendor will comply with all applicable laws and regulations, including occupational health and safety and environmental laws.

## 16. Health & Safety

- 16.1 Vendor must be registered and in good standing with WorkSafeBC if required under the Workers Compensation Act. Vendor must provide a letter from WorkSafeBC indicating their good standing prior to the commencement of any work and maintain such standing during the term of this Agreement. Vendor will comply with all health and safety requirements of the Province of British Columbia, including without limitation the Occupational Health and Safety Regulation and the Workers Compensation Act, and all rules and procedures established from time to time by NEXUS to address any hazards in the workplace.
- 16.2 Vendor is deemed the "Prime Contractor" under the Workers Compensation Act unless otherwise agreed in writing by NEXUS. As the Prime Contractor, Vendor assumes all responsibilities and obligations as defined by the Workers Compensation Act for ensuring health and safety at the workplace. Vendor will provide all Goods and Services in a safe manner and comply with all applicable safety requirements and guidelines established by applicable law, regulation, or industry standards.
- 16.3 Vendor is responsible for identifying and handling hazardous goods safely and must provide the necessary documentation and Safety Data Sheets as required. Vendor will notify NEXUS in advance if any goods to be supplied are subject to laws or regulations relating to hazardous or toxic substances or to environmental protection. Vendor will identify all such goods to NEXUS no later than the time at which the shipping documents are first provided to the carrier. Vendor will furnish all appropriate shipping certifications and instructions for shipping, safety, handling, exposure, and disposal in a form sufficiently clear for use by NEXUS' non-technical personnel and sufficiently specific to identify all actions which the user must take concerning the material. Vendor agrees to comply with all federal, provincial, and local laws and regulations relating to hazardous or toxic substances and to environmental protection.
- 16.4 All electrical equipment must be approved by the Canadian Standards Association (CSA) or bear the appropriate provincial approval sticker.

## 17. Public Health Orders

- 17.1 Vendor must adhere to all Public Health Orders while performing work in NEXUS facilities. This includes, but is not limited to, wearing masks and other protective equipment as mandated during health emergencies, such as pandemics.

## 18. Indemnification

- 18.1 Vendor will indemnify, defend, and hold harmless NEXUS and its officers, directors, employees, and agents, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees and expenses) incurred by NEXUS arising out of or in connection with Vendor's performance of this Agreement, including without limitation, any breach of this Agreement by Vendor, any negligent or

wrongful act or omission by Vendor or its employees or agents, or any infringement of any intellectual property right of any third party.

## **19. Insurance**

- 19.1 Vendor will maintain during the term of this Agreement, at its own cost and expense, comprehensive general liability insurance, and automobile liability insurance, each with limits of not less than \$1,000,000 per occurrence, covering bodily injury, personal injury, and property damage, including without limitation, coverage for contractual liability and independent contractors.
- 19.2 Vendor will provide to NEXUS upon request a certificate of insurance evidencing the insurance required herein, in form and substance satisfactory to NEXUS.

## **20. Force Majeure**

- 20.1 Neither party will be liable for any loss, damage, delay, or failure of performance, resulting directly or indirectly from any event beyond that party's reasonable control, including without limitation, acts of God, fire, flood, explosion, epidemic, war, acts of terrorism, riot, sabotage, or any governmental law, order, regulation, or ordinance not existing on the date of this Agreement.

## **21. Modifications**

- 21.1 NEXUS reserves the right to modify the terms of this Agreement at any time, provided that any modifications will be communicated in writing and will take effect no less than 30 days after such notice is given.

## **22. Termination for Convenience**

- 22.1 NEXUS may terminate this Agreement at any time for its convenience upon 30 days' written notice to Vendor. Upon receipt of such notice, Vendor will cease providing Goods and Services under this Agreement. NEXUS will pay Vendor for Goods and Services provided up to the effective date of termination.

## **23. Termination for Cause**

- 23.1 NEXUS may terminate this Agreement immediately upon written notice to Vendor if Vendor fails to perform any of its obligations under this Agreement and does not cure such failure within 10 days after receipt of written notice from NEXUS specifying the failure. Upon termination for cause, NEXUS will have no further obligation to Vendor except to pay for Goods and Services provided and accepted by NEXUS up to the effective date of termination.

## **24. Entire Agreement**

- 24.1 This Agreement, including any documents incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether written or oral. This Agreement may not be amended except by a written agreement signed by both parties.

## 25. Governing Law

- 25.1 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

## 26. Clause 1: Use of Contract Face Sheet

- 26.1 The Contract Face Sheet is an integral part of the contractual agreement between NEXUS and the Vendor/Contractor. It serves as a summary document that outlines key information about the contract, including the scope of work, payment terms, effective dates, and other critical details.
- 26.2 The Vendor/Contractor acknowledges that the information provided on the Contract Face Sheet is accurate and agrees to the terms and conditions as specified therein. Any discrepancies or errors must be reported to NEXUS within five (5) business days of receipt.
- 26.3 The Contract Face Sheet, together with the full Terms and Conditions attached thereto, constitutes the entire agreement between NEXUS and the Vendor/Contractor. The Vendor/Contractor is bound by all terms and conditions set forth in these documents for the lifespan of the contract, or as otherwise directed.
- 26.4 In the event of any conflict between the Contract Face Sheet and the full Terms and Conditions, the latter shall prevail unless explicitly stated otherwise in the Contract Face Sheet.

## 27. Clause 2: Use of Contract Modification Sheet

- 27.1 Any changes to the original contract must be documented using a Contract Modification Sheet. This sheet provides a detailed description of the modifications, reasons for the changes, and their impact on the original contract terms.
- 27.2 The Vendor/Contractor agrees that all modifications must be mutually agreed upon and signed by authorized representatives of both parties. No modifications will be considered valid or binding unless documented and executed in this manner.
- 27.3 The Contract Modification Sheet is subject to the same terms and conditions as the original contract. The Vendor/Contractor is bound by NEXUS' Terms and Conditions for the entire lifespan of the contract, including any extensions or modifications.
- 27.4 In the event of any conflict between the Contract Modification Sheet and the original contract or its Terms and Conditions, the terms specified in the Contract Modification Sheet shall prevail only if explicitly stated and agreed upon by both parties.

## Attachments

- Contractor Services Form
- WorkSafeBC Letter of Good Standing
- Public Health Order Compliance Requirements