

Nova Scotia Community College Purchasing Terms and Conditions - Goods & Services

NOTE: The following Terms and Conditions for Nova Scotia Community College apply only to the documents that reference them specifically. In the event of any conflict or disagreement, between these Terms and Conditions and the Invitation documents, the Invitation documents have precedence and will be assumed to be correct.

These Terms and Conditions are intended to cover a wide range of NSCC procurement initiatives; inclusive of goods, construction, and personal and professional services. As such, not all clauses will be applicable in every situation. Should Bidders have questions regarding these Terms and Conditions, they must call the contact person named on the Invitation form.

To satisfy special acquisition requirements, Supplementary Terms and Conditions may also be applicable. If this is the case, the Invitation documents will reference any such inclusions.

The official Terms and Conditions are available from NSCC's website at <http://www.nsc.ca/sites/Tenders/>.

In the event of any discrepancy or conflict, the Terms and Conditions on NSCC's website will be deemed the correct version. If you do not have access to these documents on the Internet, please contact the NSCC Procurement Department.

Failure to completely comply with these Terms and Conditions may cause the Bidder's Bid to be disqualified, or any resulting contract nullified.

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Definitions

Addendum

An amendment or change to the requirements of an Invitation or Request for Proposals or other document issued by the College that may significantly change the response from a Bidder.

Bid

Bidder's written offer to provide the required goods, services, and/or construction at a given price or rate, or any similar document issued in reply to an Invitation. May also be referred to as a Proposal, Tender, Quotation, Submission, Response, or similar name.

Bidder

Any person, business, or Consortium that submits a Bid.

Blanket Contract

A long-term commitment to a supplier for material against which short-term releases will be generated to satisfy requirements. Often blanket orders cover only one item with predetermined delivery dates.

Broader Public Sector

Any governmental or government-funded entity within an Atlantic Canada Province, including the **MASH** sector (**M**unicipal governments, **A**cademic institutions such as universities and community colleges, **S**chool boards and **H**ospitals). Includes all government departments, agencies, boards, offices and commissions and Crown Corporations. NSCC is one such entity under **A**cademic institutions.

Business Development

Specific training undertaken through partnerships and other contracts with Industry to develop workspace skills for both NSCC students and Industry employees.

Consortium Bid

Two or more Bidders having no formal corporate links, who submit a joint Bid.

Contact Person

The NSCC person (usually a Buyer) assigned to respond to queries on an Invitation. In some instances, may also include a User who has technical expertise regarding the requirement.

Contract "A"

The contract usually formed with each Bidder who provides a compliant response to an Invitation issued by the College. Not all NSCC Invitations will form a contract "A". The College will not be obligated to any Bidder or Proponent until formal notification of acceptance of an Invitation is given by the Procurement Department or Facilities and Engineering Services.

D.D.P. Destination

Means in accordance with Incoterms 2010, a shipment is Duty Paid, Delivered to its Destination; where the vendor incurs all costs (transport, insurance, customs & brokerage fees, etc.) from his warehouse to buyer's establishment.

Department

For the purposes of this document, any NSCC group that is subject to the Auditor General Act and for whom compliance with the NSCC Procurement Policy has been directed by the NSCC Board of Governors.

Departmental Purchase Order (DPO)

A purchase order intended as a one-time purchase for goods under \$2,000 and services under \$10,000 in value that is either in stock or available as a complete order within a few days. Also used for the purchase of goods and services requirements up to \$25,000 from approved NSCC, NS Government, ISI, and Federal Government standing offers.

Discount Terms

Terms offered by Bidders who offer the College a discounted price for payment of invoices before the due date shown on the invoice.

E-bid

A bid submitted electronically via the Internet to the Procurement Department. *NOT the* same as an E-bid via the Internet from the Procurement Branch of the Province of Nova Scotia.

Environment and Sustainability

The commitment to reduce the environmental impact on the College by integrating environmental and sustainability purchasing policies and practices into all learning opportunities and business activities, and to develop a culture where students and employees will be encouraged to be stewards of the environment. (See also "Green Procurement" and "Sustainable Purchasing" definitions).

Facilities and Engineering Services

The Department of the College responsible for the acquisition of construction, renovations, maintenance, and service requirements for NSCC campuses and leased buildings.

Facilities and Equipment Materials Plan (FEMP) Form

The form completed by a campus or department for the purchase or lease of capital goods/equipment with an estimated value in excess of \$4,764.17, exclusive of HST.

Facsimile or Fax Bid

A Bid submitted by means of facsimile transmission over telephone lines.

Green Purchasing

The method wherein environmental and social impacts are taken into consideration along with the price, availability and performance criteria that the College uses to make purchasing decisions. Green Purchasing attempts to identify and reduce environmental impacts and to maximize resource efficiency. (See also "Environment and Sustainability" and "Sustainable Purchasing" Definitions)

Internal Requisition

The form completed by an NSCC requester to initiate the formal Invitation process for the purchase of goods over \$2,000 in value, or construction, maintenance, and services over \$10,000 in value.

Interuniversity Services Inc. (ISI)

A buying group representing the majority of Atlantic Province Universities and Community Colleges which leverages the group's purchasing power to get best value for the procurement of goods and services for its member institutions using a Collaborative Invitation process.

Invitation

A formal request for prices or responses, whether in printed or electronic form, with sealed Bids, faxed Bids, electronically submitted Bids, and/or similar responses opened at a given time. May also be referred to as a Tender, Request for Bids, Request for Quotations, Request for Proposals, Request for Information, Pre-Qualification, Request for Expression of Interest, or similar name. The Invitation incorporates any addenda that may be issued.

Lease

A formal contract between the College (Lessee) and a Vendor (Lessor) whereby the College has the use of requirements for a specified period of time and at a specified cost but the ownership of the requirements remains with the Lessor, unless a buy-out option is included as part of the lease contract.

National Master Standing Offer (NMSO)

Standing offer contracts set up by the Canadian Federal Government whereby goods are approved and contracts are awarded using the Invitation process, with only designated Suppliers authorized to sell the goods.

Nova Scotia Community College

The educational institution for which this information applies. Also known as “NSCC” or “College”.

Occupational Health & Safety (OH&S)

The Department whose responsibility is to promote a healthy and safe working environment for all Nova Scotia Community College students and staff.

Own Forces

A term used in contracting whereby the Bidder is equipped to carry out and normally carries out the work noted for the performance of an awarded contract.

Paper Bid

A Bid submitted in printed form, not through facsimile or other electronic medium.

Performance Evaluation Form

A form completed by Nova Scotia Community College to evaluate a successful Bidder’s performance on the supply and/or installation of goods, construction, and service requirements to the College.

Photocopier Definition Requirements Form

The form completed by an NSCC department that provides detailed information on the features required for the acquisition of a new multifunctional device (MFD), a unit that potentially can print, copy, scan, and fax.

Procurement Department

The Department (also known as Central Office Purchasing) responsible for acquiring goods and services requirements for NSCC faculty, administrative staff, and programs by using formal Invitation processes.

Purchase Order

The official document signifying a contract for goods and/or services between Nova Scotia Community College and a Vendor/Supplier.

Reference Evaluation Form

A form, requested by the College in an Invitation, but completed by the Client of a Bidder, where the Client provides details of the Bidder’s past performance history with that Client on the supply of goods, construction, and/or service requirements.

Request for Expressions of Interest (REI)

A formal request to find respondents who may be interested and capable of providing a solution to a unique set of circumstances for the College. An REI is only the first stage of the procurement process. Bidders responding to the REI are usually short listed according to their scoring in the evaluation process. The short listed firms would then be invited to respond to an Invitation.

Request for Information (RFI), or similar name

A formal request to receive information to assist the College in determining the best way to define requirements that may eventually be converted to an Invitation.

Request for Pre-qualifications

A formal request to determine qualified proponents with the intent of sending out an Invitation for a scope of requirements to only those Proponents who meet a specified set of pre-qualification criteria.

Request for Proposals (RFP)

A formal Invitation asking for Suppliers to propose a solution to a problem, requirement, or objective. Suppliers are requested to submit detailed Proposals (also referred to as Bids) in accordance with predefined criteria. A legal contract, called Contract "A" with Respondents may be formed unless the Owner specifically states otherwise in the RFP document. Where no contract "A" has been formed, the selection of a successful Proponent's solution would create the formation of a contract, and the selection is based on the effectiveness, value, and price of the proposed solution. Negotiations with a proponent or proponents may be required to finalize any aspect of the requirement.

Request for Quotations, Tender, Request for Prices, Invitation to Bid

A formal request for prices, with sealed Bids, faxed Bids, or electronically submitted Bids opened at a given time. A Request for Quotations, or Tender or Request for Prices or Invitation to Bid solicits competitive Bids. It is used when the requirement is adequately defined to permit the evaluation of tenders against clearly stated criteria and specifications. The document describes the specifications to be met and the terms and conditions that will apply.

Signing Authority

The formal written signature approval for the financial expenditure that authorizes requesters to purchase requirements through Procurement Department tendering or on a Departmental Purchase Order (DPO).

Sole Source Purchase

A purchase from a manufacturer or vendor who is either the "Only" source or "Only Approved" source for the requirement.

Standing Offer

A Standing Offer is an offer from a potential supplier to provide goods and/or services at pre-arranged prices, under set terms and conditions, when and if required. A standing offer is not a contract. No contract exists until the College issues an order against the Standing Offer and there is no actual or contractual obligation, by NSCC, to purchase until that time.

Sustainable Purchasing

Purchasing practices that shift spending away from goods and services that negatively impact the environment and society towards products that are more environmentally sound and socially beneficial, by looking at environmental and social factors, as well as the total costs associated with each purchase. (See also "Green Procurement" and "Environment and Sustainability" definitions).

Tender Opportunities Notification Service (TONS)

Tender Opportunities Notification Service (TONS) is the online advertising system used by the Province of Nova Scotia and NSCC to advertise Invitations on the internet.

Transaction Recap Sheet

A form completed by the Manager of Procurement or Director, Facilities and Engineering Services, that provides a summary of the purchasing process and award information of an Invitation for the audit review process.

Unsolicited Proposal

A submission from any source where the originator believes the proposal may be of benefit to the College. The proposal may be a response to an Invitation or may come as a proposal independent of any formal request for submissions from the College.

Value Analysis

The comparisons among factors such as price, special terms, delivery, quality, service, warranty considerations, compatibility, environmental considerations, sustainability, etc. when evaluating Bids from an Invitation to determine the best overall value to the College.

Warranty

A guarantee that the good, equipment, or service received by the College as a result of a purchase or lease will perform to the standard identified by the manufacturer or seller or service provider.

Denotations

The words "may" "could" or "should" denote the permissive. The words "must", "shall" or "will" denote the imperative.

1. Date, Time and Place of Closing and Opening; Late Bids

1.1 Invitations will close at the time, date and location specified in the Invitation documents.

1.2 All Bids, whether they be by paper, facsimile, or electronic means, must be received in their entirety *at or before* the closing time specified. Bidders are responsible for ensuring that their Bid, however submitted, is received on time and at the return location specified.

1.3 All times are local times (Atlantic Standard Time).

1.4 All Bids are date and time stamped immediately upon receipt at the Procurement Department.

1.5 Bids received late, or not received completely by the closing time will not be considered; the Procurement Department time clock will be assumed to be correct in the event of dispute.

1.6 Bids received after the closing time shown on the Invitation documents will either be returned to the Bidder unopened or kept on file at NSCC, at its sole discretion.

1.7 All Bids should be sent to the Procurement Department or other Bid receipt location (as identified in the Invitation documents), and will be opened there, in accordance with the Procurement Department's rules for opening Bids.

1.8 Bid responses will be opened and reviewed by NSCC privately unless otherwise specified in the Bid documents. The website Invitation Notice, advertisement and/or the Invitation document itself will specify if the Bid opening can be attended by the public.

2. Methods of Submission

2.1 General

2.1.1 Bids must be legible, complete, and include the Invitation number and identify the Bidder's name and address and supply all information requested; incomplete or illegible Bids are subject to rejection.

2.1.2 All questions or areas on the Invitation form should be answered, even if it is only to indicate that the referenced item is not available; blank items will be assumed to be unavailable, and may result in rejection of Bidder's Bid.

2.1.3 Where the price summaries of the Bid do not fully explain the cost implications of an item, additional pricing detail should be attached, and shall form part of the Bid.

2.1.4 Prices should be broken down as requested; if the cost of an item has been included in some other item, enter "Included in Item No. XX."

2.2 Paper Bids

2.2.1 Bids must be enclosed in a sealed, opaque envelope or package.

2.2.2 The Bidder's name, the Invitation number and the Invitation closing date should be clearly visible on the outside of the envelope or package.

2.2.3 The Bid must be signed by an appropriate authorized official of the firm or group submitting the Bid.

2.3 Fax Bids

2.3.1 A Bid may be submitted by facsimile (fax) unless the Invitation documents state that fax Bids are not acceptable.

2.3.2 Fax Bids may not be acceptable where the Bid must be accompanied by original documents, plans, deposits, or physical samples.

2.3.3 Fax Bids are accepted for the convenience of the Bidder; Nova Scotia Community College cannot ensure the confidentiality or error-free receipt of fax Bids. A Bidder submitting a Fax Bid does so at its own risk.

2.3.4 Submit Fax Bids to the NSCC Procurement Department only at (902) 491-4827; do *NOT* send the Bid to any other fax number unless specifically directed to do so.

2.3.5 The Bid must be signed by an appropriate authorized official of the firm or group submitting the Bid.

2.4 Electronic Bids

2.4.1 E-bids, or Bids submitted partially in electronic format, are permissible only where the Invitation documents specifically identify that they can be used, and should be submitted in the manner and format specified; Bids not fulfilling these requirements may be rejected without further consideration.

2.4.2 NSCC cannot ensure the confidentiality or error-free receipt of electronically-submitted Bids or Bid components, and cannot guarantee that the Internet connections or website will be available at all times up to the closing time for Bid submission. A Bidder submitting an Electronic Bid does so at its own risk.

2.4.3 Complete instructions for submitting e-Bids are detailed on the Invitation to Bid documents.

2.4.4 Invitations that permit e-Bids may require that all submissions be made in electronic format, or they may allow a combination of electronic and written responses; the conditions and permissible forms will be stated in the Invitation documents.

2.4.5 All e-Bids are subject to verification by the NSCC Procurement Department to ensure that the Bid is a *bona fide* offer submitted by the person or company named in the Bid.

3. Obtaining Documents

3.1 Bids should be submitted on the official Invitation forms as issued through the NSCC Procurement Department; failure to use the correct forms may result in the Bid being rejected.

3.2 Bidders should only use copies of Invitation forms received from the NSCC Procurement Department; improperly obtained forms may result in the Bid being rejected.

3.3 Bidders must not alter any portion of the Invitation or associated documents, with the exception of adding the information requested by the Invitation. Bids containing clauses additional to the Invitation that are "qualified" or "conditional" may be rejected.

3.4 The Invitation, or any supplementary document or portion thereof, is proprietary information and must not be used by the Bidder for any purpose other than the submission of Bids without the written permission of the NSCC Procurement Department.

3.5 Invitation documents are available directly from Nova Scotia Community College Procurement Department (902) 491-4648. If related to Construction opportunities please contact Facilities Management (902) 491-1575.

3.6 In some cases, Invitations may allow for e-mail Bid responses.

3.7 In such instances as described in Section 3.6 previously, instructions in the Invitation will include the appropriate information necessary for Bidders to respond.

3.8 NSCC advertises Invitations above the Atlantic Procurement Agreement threshold limits on the NS Government Tender Opportunities Notification Service (TONS) website.

3.9 NSCC Invitations may also appear on other agencies such as BIDS or MERX; such listings have been obtained unofficially from Nova Scotia website, and Nova Scotia Community College cannot guarantee their accuracy, timeliness or status.

3.10 Downloaded Invitations (i.e. not e-bids) must be signed and faxed or submitted in printed form.

3.11 If the Invitation was downloaded from the Internet, check that the entire document was received correctly.

3.12 Verify that the closing date and time on the printed document agree with the Invitation notice information on the web page.

3.13 If there are any problems matching the printed documents with the Invitation notice, please notify the Contact Person named on the Invitation form.

3.14 If the Invitation was downloaded from the Internet, Bidder must check the TONS web site within 24 hours before submitting the Bid, to ensure that an addendum has not been issued.

3.15 Electronic downloading of Invitations is provided as a convenience to Bidders; the NSCC Procurement Department will not be held responsible for any reason where there are failures in the communications or software, or for the completeness of the material obtained by this method.

4. Bidder / Vendor Registration

4.1 Bidder Registration deals with processes required for Bidders to receive Invitations and/or submit Bids. Corporate Registration deals with the requirements for doing business in the Atlantic Provinces, including receiving awards.

4.2 There is no requirement for Bidders to register with Nova Scotia Community College to receive Invitation documents or submit Bids. Bids may also be listed with agencies such as BIDS or MERX, but NSCC has no official relationship with these agencies, and cannot guarantee the completeness of Invitation documents obtained from those sources. Bidders who prefer to receive Bid information through BIDS or MERX must be registered with those agencies and pay the associated fees to receive Invitation documents.

4.3 Corporate Registration: All Bidders must comply with Nova Scotia Corporations Registration Act or the Partnerships and Business Names Registration Act. Bidders located 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. Verification of registration and good standing may be required before an award is made to a successful Bidder.

4.4 All Bidders must maintain their tax status in good standing. Verification of tax status with the Department of Finance and/or Canada Customs and Revenue Agency (GST/HST) may be required before an award is made to a successful Bidder.

5. Liability for Costs

5.1 It is the Bidder's responsibility to obtain Invitation documents at their cost. While there is no charge for most Invitation documents released by Nova Scotia Community College, some Invitation documents may require a fee for plans, etc. per the notice on the TONS website. Where charges are applicable for obtaining Invitation documents, payment may be made by cash, cheque, money order, direct debit, Visa or MasterCard.

5.2 Bidders are responsible for their own expenses in the preparation, delivery, or presentation of a Bid and for subsequent negotiations with the College, if any. For the purposes of this document, Section 5.1 is considered part of the preparation of a Bid. The College will not defray any costs incurred by a Bidder in responding to an Invitation.

5.3 By submitting a Bid or Proposal, each Bidder or Proponent shall be deemed to accept and agree that the Bidder or Proponent shall have no claim against Nova Scotia Community College or any compensation of any kind whatsoever as a result of participating in an Invitation process, including without limitation any claim for costs of the Invitation preparation or participation in negotiations, or due to the College not accepting or rejecting any Bid, or for loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of duty, or any other cause of action whatsoever.

6. Alternative Bids; Altering Bids Already Submitted

6.1 Alternative Bids are multiple replies to an Invitation, all or any of which are open for consideration. If Alternative Bids are being made, each alternative should be submitted as a complete, separate and independent Bid, and the Bid form, e-Bid or fax must be identified with words such as "Alternative A", "Alternative B", etc.

6.2 Multiple Bids submitted by the same Bidder and not clearly identified as Bid revisions will be assumed to be Alternative Bids.

6.3 Bids already submitted may be amended prior to closing:

- a) by submitting an amendment identifying the plus or minus variance to the original Bid; or,
- b) by sending in a complete new Bid, clearly indicating it replaces the previously submitted Bid.

Any such revision must clearly identify the Invitation number and closing date of the Bid being submitted. A Bid revision replaces any other Bid revisions previously submitted by the Bidder; only the last of any Bid revisions received will be accepted.

6.4 Any Bid submitted in response to an Invitation may be withdrawn by written request to the NSCC Procurement Department before the closing date and time of the Invitation, but cannot be withdrawn, altered or changed in any way after the Invitation closing date and time.

6.5 All requests for withdrawal, amendment or submission of a replacement Bid must be submitted in writing on company letterhead or equivalent, and be signed by the individual who signed the Original Bid or other authorized official of the Bidder.

7. Supporting Documents

7.1 A brief supplementary statement may be included with the response to an item to give the evaluators a clear understanding of the products/ personnel proposed and their ability to perform the specified tasks.

7.2 In addition to the responses requested in the Invitation, Bidders may include specifications on some or all proposed items for evaluation purposes.

7.3 Supporting documents should be suitably cross-referenced to the Invitation.

7.4 Supporting documents may be enveloped, wrapped or boxed with a Bid. Inside the envelope, package or box, the Bidder should clearly identify the contents as "Supporting Documents" separate from the original Bid documents. The College will not be held responsible for any supporting documents not clearly identified with a Bid.

8. Unit Prices and Extensions; Taxes Excluded; Currency; Shipping Costs

8.1 All prices should be extended and totaled, where practical to do so. The extended price is derived by multiplying the unit price by the quantity of units required. Bids may be rejected as incomplete if totals are not provided.

8.2 In the event of an error in calculation of the extended price, the unit price will be taken as correct and will govern in the Bid evaluation and contract administration.

8.3 Unless specifically requested; prices are to be quoted in Canadian dollars, be D.D.P. (Incoterms 2010 Duty Paid, Delivered) Destination; D.D.P. is defined as proponent incurs all costs (transport, insurance, customs fees) from his warehouse to buyer's establishment, subject to inspection and approval by NSCC, and exclusive of Harmonized Sales Tax.

8.4 The College will not assume responsibility for any goods or services until they have been delivered to the destination(s) specified in the Invitation.

8.5 Unless stated otherwise in the Invitation, a firm, all-inclusive price is required, i.e. hourly rates or "Time and Materials" are not acceptable responses.

9. Duration of Bid / Award Prices

9.1 If the Bid is accepted, prices must remain firm for the duration of the contract unless otherwise specified. If no contract term is specified, NSCC reserves the right to award business to a selected Bidder, without having to re-issue an Invitation, for the same specifications / requirements (inclusive of compatible goods / equipment and services) for a period of eighteen (18) months as a means to maintain a level of standardization; provided pricing remains the same, or is less, than originally submitted.

9.2 Unless stated otherwise in the Invitation, Bids must remain open to acceptance and are irrevocable for a period of 60 days after the Invitation closing date.

10. Payment Terms and Discounts

10.1 Nova Scotia Community College's payment terms are Net 30 days.

10.2 Early payment discount terms (minimum period 10 days) may be considered in the evaluation of a Bid.

10.3 Payment of term discount invoices will be calculated from the date the invoice or the date when goods/services have been received, whichever is later.

10.4 Discount terms must appear on the Bid, and on the invoice.

11. Delivery

11.1 Where the Invitation includes a mandatory delivery schedule, the College will assume that the Bidder can meet the requested schedule and is satisfied that the goods or services required will be available for delivery on the requested date(s).

11.2 If Bidders wish to specify a delivery schedule different from that requested in the Invitation, they must provide specific delivery dates or a schedule in calendar days from the date a Purchase Order is issued. Bids that do not meet the delivery schedule as requested in the Invitation may be rejected at the sole and absolute discretion of the College.

11.3 Time is of the essence, and Bidder's delivery schedule is legally binding. The College reserves the right to assess penalties or cancel awards to Bidders who fail to meet their stated delivery or completion dates. Bidder is responsible for the reimbursement of all incurred costs, inclusive of lost funding, should they fail to meet delivery requirements.

12. Quality / Complete Product

12.1 Unless otherwise stated in the Invitation, all material included in the Bid must be new, first quality goods; used, refurbished, second, obsolete, discontinued or demonstrator items must only be proposed if the Invitation specifically requests or otherwise states that such goods will be allowed.

12.2 By submitting a Bid, Bidder guarantees that, unless the Invitation specifies otherwise, all components required to make the required equipment or system operable or to deliver the required services have been included in the Bid, or will be provided at no additional charge to the College.

12.3 Where applicable, the Bidder must provide the NSCC end user 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 for any equipment provided to the College as a result of any Invitation award.

13. Substitutions and Equivalents; Discontinued Items

13.1 The specifications in the Invitation define the minimum acceptable goods and/or services required. Minor deviations from the specifications may or may not be permitted at the sole and absolute discretion of the Procurement Department.

13.2 The Invitation may specify items by brand name and/or model number to designate the design, type of construction, quality, functional capability and/or performance level of the product requested.

13.3 If an item has been discontinued during the Invitation process, or is otherwise unavailable, the Procurement Department may either cancel the Invitation, or issue an Addendum to update the specification. Bidders should notify the Procurement Department immediately when they become aware of any discontinuation of specified items.

13.4 If Bidders feel that they can provide items with equivalent or better functionality at the same or lower cost, they may be able to offer a substitute item.

13.5 Substitutions offered must be of equal or better quality and clearly identified, and accompanied by brochures and technical information to permit evaluation of the item being offered. Substitutions offered without

documentation sufficient to determine equivalency may be rejected as non-compliant, at the sole and absolute discretion of the College.

13.6 Substitution items must be identified by manufacturer's stock/part number and other descriptive information to establish equivalency.

13.7 The Procurement Department 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. The Manager of Procurement or Procurement evaluation team will be the sole and absolute judge of equivalency.

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

14. Standards and Certification

14.1 It is Mandatory, that all equipment purchased and used by the College for educational teaching, or operations, be certified by the appropriate regulatory agencies (e.g. Canadian Standards Association, Communications Canada, Transport Canada, Canadian Gas Association, Health Canada, Underwriters Laboratory, etc.), and/or must be approved by the appropriate Provincial agency (e.g. Office of the Fire Marshal). It is understood that Bidders will ensure that all required certifications are obtained before delivery of the equipment, unless previously arranged with the Procurement Department, or Facilities Management. Equipment found to not be properly certified (in accordance with College requirements) may be returned at the Bidder's cost; or certification may be arranged, at NSCC's full discretion, and all related costs associated with rectifying such a non-conformance be deducted from the invoice's balance.

15. Addenda, Corrections or Extensions of the Invitation

15.1 The Procurement Department shall have sole and absolute discretion to modify or amend, suspend or cancel, the Invitation process, Invitation requirements, or any other terms, whether material or not at any time prior to closing.

15.2 The Procurement Department will make information available to the public regarding any changes made to the Invitation, or any change in the closing date or time. Bidders are responsible for ensuring that they are aware of and have complied with any Addenda.

15.3 When these changes occur within five (5) business days of the closing date, the closing date may be extended by the College to allow for a suitable Bid preparation time.

16. Environmental Considerations

16.1 The College may seek to purchase recycled and/or environmentally sensitive or "Green" products where practical and effective.

16.2 Where appropriate, the integration of environmental considerations and sustainability into Invitations may be noted in the specifications; the specifications will identify these considerations to ensure that suppliers have a full understanding of the conditions to be met. The NSCC Sustainable Procurement Guidelines provide further direction on green purchasing procedures.

17. Warranty / Manufacturer Guarantees

17.1 Manufacturer's Equipment Guarantee

17.1.1 All equipment provided by a Bidder to the College as a result of any agreement that may result from an Invitation will be of current manufacture, and will be supported by the Bidder, including parts and service availability, for the duration of the agreement.

17.1.2 As part of the official contract for any equipment under an Invitation, the Manufacturer for whom their product offering is based, will guarantee in writing, upon request by the College, that regardless of any written statement to the contrary, in the event that issues between the Bidder and the College are not resolved to the satisfaction of the College for any reason whatsoever, (including but not limited to bankruptcy, default, poor service, delays in repairs, unreliability, etc.) the "Manufacturer" will be responsible until such problems are addressed to the satisfaction of NSCC.

17.1.3 The guarantee from Section 17.1.2 above will include items such as lease payments owed by the College for said equipment to third party financial services providers as a result of the award, and also include the provision of maintenance and service for the equipment, at the levels specified therein, and at the agreement pricing.

17.2 General Warranty

17.2.1 The Bidder should describe the duration, type (e.g. on-site, depot, ship-in or carry-in) and terms of the manufacturer's warranty on all goods.

17.2.2 If the Bidder provides any additional/ supplementary warranty coverage, describe this as well.

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

17.2.4 If local service is a requirement of the Invitation, describe the means by which this will be accomplished, i.e. by "own forces" or through a contractual arrangement with a third party (which must be identified - see Section 19, "Subcontractors and Consortium Bids").

17.2.5 The Bidder should provide the NSCC end user 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 for any equipment provided to the College as a result of any Invitation award.

18. Insurance and Indemnity

18.1 For any work undertaken on any NSCC site by a Contractor and/or Subcontractor or for any removal of goods/equipment by a successful Bidder as a result of a sale through the Invitation process, the Contractor and all of its Subcontractors or the successful Bidder will indemnify and save harmless Nova Scotia Community College, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the College at any time or times (either before or after the expiration or sooner termination of the Contract) where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Contractor or successful Bidder or by any servant, employee, officer, director or subcontractor of the Contractor or successful Bidder pursuant to the contract.

18.2 This indemnification includes but is not limited to any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use or operation of any equipment or arising

from any occurrence occasioned whether in whole or in part, whether directly or indirectly by an act or omission, or negligence of the Contractor or successful Bidder (s) or those for whom it is in law responsible.

18.3 In case the College, through no fault of its own, shall be made a party to any litigation commenced by or against the Contractor or successful Bidder (s), Contractor or successful Bidder (s) shall protect and hold the College harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the College in connection with such litigation, The indemnities contained herein shall not be prejudiced by and shall survive the termination of the Agreement.

18.4 The Contractor and all of its Subcontractors or successful Bidder shall maintain such insurance and pay such assessments, and the minimum limits of such insurance shall depend on the specific Invitation. The minimum amount will be not less than \$1,000,000 with respect to each occurrence or accident, on an occurrence (not claims) basis in some Invitations; or alternately, this minimum amount may be \$2,000,000 or more for other Invitations.

18.5 The liability insurance to be maintained by the Contractor or successful Bidder shall include Commercial General Liability Insurance covering Premises and Operations Liability, elevators, broad form property damage, broad form automobile, owners and contractors protective, blanket contractual, personal injury, contingent employers liability, cross liability, automobile liability, and with a limit of not less than \$1,000,000 or \$2,000,000 (see 18.4 previously), and a 30 day notice of cancellation clause written in such terms as will fully protect the Contractor or successful Bidder and NSCC as an additional named insured. Prior to commencement of any Work hereunder, the Contractor or successful Bidder shall file with NSCC, a certified copy of each insurance policy and certificate required.

18.6 Coverage must be through an insurance company (companies) approved by the College and cover all operations and activities as outlined in this document.

18.7 All insurance policies shall be endorsed to provide a minimum advance written notice of not less than thirty (30) days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made by the Insurer to NSCC.

18.8 All insurance policies or certification documents shall specify coverage as being applicable to this Contract.

18.9 The Contractor or successful Bidder shall not do or omit to do or suffer anything to be done or omitted to be done which will in any way impair or invalidate such policy or policies of insurance.

18.10 All insurance shall be maintained until the termination of the contract.

18.11 Contractor or successful Bidder must provide adequate fire and theft insurance to cover its own property and supplies applicable to NSCC work site.

18.12 Insurance premiums are the responsibility of the Contractor or successful Bidder.

19. Workers' Compensation Board

19.1 For any work undertaken on any NSCC site by a Contractor and/or Subcontractor or for any removal of goods/equipment from an NSCC site by a successful Bidder as a result of a sale through the Invitation process, the Contractor and any approved Subcontractors or successful Bidder must be registered with the Workers' Compensation Board (WCB), in which case WCB coverage must be maintained for the duration of the contract. The Contractor or successful Bidder may be required to submit a current and valid WCB Clearance Letter indicating that all WCB assessments have been paid.

20. Safety and Environmental

20.1 For any work undertaken on any NSCC site, the Contractor or successful Bidder shall provide, within 10 days of any award made, a current and valid letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association (NSCSA) and the Nova Scotia Department of Labour with its Proposal Submission; OR, have a safety program approved by the College. A copy of the College's Occupational Health and Safety Act is available on NSCC's website at <http://www.nsc.ca/>

20.2 All issues related to the Construction Safety Manual shall be directed to NSCC Manager of Health, Safety, & Environmental Services, Tel: (902)-491-6793 Fax: (902)-491-1739.

21. No Restrictions on Fair Use

21.1 The Bidder warrants that there are no patents, trademarks or other rights restricting the use, repair or replacement of the goods or services furnished or any part thereof. The Bidder agrees to indemnify and save harmless the College from and against all claims filed or prosecuted in any manner because of such use, repair or replacement of the goods or services being a violation of any patent, trademark, or other right.

22. Subcontractors and Consortium Bids

22.1 The use of a Subcontractor is permitted, and encouraged where this will result in skills and technology transfer to Nova Scotia Community College.

22.2 Names of all Subcontractors and/or Consortium members, and the services they will provide, must be listed on or attached to the Bid, if requested in the Invitation.

22.3 If a Consortium Bid is being submitted, one of the Bidders must be prepared to take overall responsibility for successful provision of the goods or services, and this Bidder must be defined in the Bid. Failure to do so may result in disqualification of the Bid at the sole and absolute discretion of the College.

22.4 "Own Forces" may only be named as Subcontractors when the Bidder is equipped to carry out and normally carries out the work noted.

22.5 If Subcontractors (including "own forces") are named, work must be carried out by the named forces and substitution of others will not be allowed without prior approval of the College.

23. Governing Laws and Trade Agreements - Local Preference

23.1 Unless the Invitation documents specifically state otherwise, the Invitation, all Bids, and any subsequent contracts will be construed and interpreted in accordance with the laws of the Province in which the Invitation was issued (Province of Nova Scotia, Canada).

23.2 Invitations subject to the Atlantic Procurement Agreement, the Agreement on Internal Trade, or any other inter-provincial agreement, will be specifically identified as such in the public Notice, and/or the Invitation documents. Copies of these agreements are available at the following [Nova Scotia Government Procurement website](#).

23.3 Copies of any applicable trade or procurement agreements and/or legislation can be obtained by contacting the Procurement Department.

23.4 Bidders agree to comply with all applicable laws, regulations and standards, including all labour, occupational health & safety, and workers' compensation requirements of the College.

23.5 Nova Scotia Community College may consider and evaluate any Bids from other jurisdictions on the same basis that the purchasing authorities in those jurisdictions would treat a similar Bid from a supplier located in this Province. The College will be the sole judge of whether these conditions will be used and the extent to which they will be applied.

23.6 Vendors registered to do business in any Atlantic Province can bid on Invitations issued by any other Atlantic Province without having to satisfy any local registration or residency requirements.

23.7 Local Preference may be given to a Bidder where there is a local service component that makes purchasing from outside the local area impractical and/or disadvantageous to the College.

23.8 The Local Preference in Section 23.7 is applicable only for the purchase of goods valued under \$25,000.00 and construction or services under \$50,000.

23.9 Under Canadian law (and international agreements), your Bid must be arrived at separately and independently, without conspiracy, collusion or fraud; see [Competition Bureau Website](#), for further information.

24. Right to Reject; Financial Stability; Non-Compliance

24.1 Failure to comply with any of the mandatory terms or conditions contained or referenced in the Invitation documents may result in the rejection of the Bid.

24.2 All of the terms, conditions and/or specifications stated or referenced in the Invitation are assumed to be accepted by the Bidder and incorporated in the Bid.

24.3 Bidders may be required to demonstrate financial stability, authorization to provide the goods/services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify Bidder's capability to satisfy the Invitation requirements.

24.4 The Procurement Department may in its sole and absolute discretion reject Bids from any Bidder that it feels is incapable of providing the necessary labour, materials, equipment, financing or management resources to perform the work or supply the goods in a satisfactory and timely manner.

24.5 The College may in its sole and absolute discretion waive minor non-compliance, irregularity, or informality where such non-compliance, irregularity, or informality is not of a material nature, or it may accept or reject in whole or in part any or all Bids, with or without giving notice. Such minor non-compliance, irregularity, or informality will be deemed substantial compliance and capable of acceptance. The Procurement Department will be the sole judge of whether a Bid is accepted or rejected.

24.6 NSCC may in its sole and absolute discretion reject any Bid for any reason whatsoever. NSCC also may in its sole and absolute discretion reject all Bids if none is considered to be satisfactory, and in that event, at NSCC's option, it may call for additional Bids.

24.7 Without limiting the generality of any of the provisions herein, NSCC may in its sole and absolute discretion reject any bid:

- .1 that contains any irregularity, informality, condition or qualification;
- .2 that is not accompanied by the bid security documents (if required);
- .3 that is not properly signed by or on behalf of the Bidder;
- .4 that contains an alteration in the quoted price that is not initialed by or on behalf of the Bidder;

- .5 that is incomplete or ambiguous or has omissions of significant information;
- .6 that is not submitted in the required Form or is submitted by electronic transmission;
- .7 that does not strictly comply with the requirements contained in these Instructions;
- .8 that fails to meet one or more standards specified in the invitation to the bid;
- .9 that does not acknowledge all addenda;
- .10 that has any other defect which, in the opinion of NSCC, brings the meaning of the bid response into question; or
- .11 that is an unbalanced bid.

25. Cancellation; No Award

25.1 The College shall have sole and absolute discretion to suspend or cancel an Invitation in whole or in part at any time without penalty, and no action or liability will lie or reside against the College in its exercise of its rights under this section. See also Section 15. Addenda, Corrections or Extensions of the Invitation.

25.2 If no compliant Bids or proposals are received in response to an Invitation, the College reserves the right to enter into negotiations with one or more vendors in order to complete the procurement.

26. Acceptance of Bids

26.1 An Invitation issued by NSCC should not be construed as a contract to purchase goods or services. Nova Scotia Community College is not bound to accept the lowest priced Bid, a portion of a Bid, or any Bid, of those submitted. See also Section 21.1 Cancellation; No Award.

26.2 Subsequent to the submission of Bids, interviews may be conducted with some of the Bidders, but there will be no obligation to receive unsolicited information, whether written or oral, from any Bidder.

26.3 Nova Scotia Community College will not be obligated in any manner to any Bidder whatsoever until a written contract has been duly executed relating to an approved Bid.

26.4 Neither acceptance of a Bid nor execution of a contract will constitute approval of any activity or development contemplated in any Bid that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

26.5 NSCC Procurement Department may in its sole and absolute discretion split an award amongst Bidders as deemed in the best interests of the College.

26.6 Nova Scotia Community College may in its sole and absolute discretion accept any bid submissions considered to be in its best interests.

27. Definition of Contract

27.1 Notice in writing to a Bidder of the acceptance of its Bid by Nova Scotia Community College and the subsequent full execution of a written contract will constitute a contract for the goods or services, and no Bidder will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

27.2 The Contract for the subject matter covered by this Invitation shall be formed on the issuance of either a PeopleSoft Purchase Order; OR, a Letter of Award with assigned DPO number; OR, a contract signed between NSCC and the successful Bidder, and the contract shall incorporate the purchase order, the Instructions to Bidders, and

all Invitation documents, including Addenda, specifying the equipment, materials, goods or services to be provided by the successful Bidder.

27.3 Sale of Goods Act - Bidder's acceptance of any NSCC Purchase Order(s) resulting from this Invitation, in writing or by delivery, must include all of, and must be limited to, the terms and conditions of the Purchase Order only. Formal objection is hereby made to any additional or different terms a Bidder might propose in acceptance of any NSCC Purchase Order(s).

27.4 Unless a specified contract term is stated, NSCC reserves the right, at its sole discretion, to continue to purchase goods / equipment, services or construction services, resulting from a successful bid, for a period of eighteen (18) months beyond the initial award and purchase, as a means to ensure consistency / level of standardization amongst all campuses. This is contingent on availability, and if pricing remains the same or limited to CPI increases.

28. Bidders Located Outside Canada

28.1 Prices quoted are to be:

- a) in Canadian dollars;
- b) be D.D.P. (Incoterms 2010 Duty Paid, Delivered) Destination; D.D.P. is defined as proponent incurs all costs (transport, insurance, customs fees) from his warehouse to buyer's establishment, subject to inspection and approval by NSCC
- c) exclusive of Harmonized Sales Tax.

28.2 The Bidder will be responsible for arranging all visas, insurance, work permits, passports, etc. for personnel required to visit Canada in association with the Bid.

28.3 All warranties on goods must be valid in Canada. To the extent that facilities are available, warranty service should be provided in Canada.

28.4 There must be no conflict with authorized Canadian distributors of the goods and/or services being Bid.

28.5 All goods must be compliant with Canadian operating environments (e.g. common domestic electricity is 60Hz 115v 1 phase) and, where applicable, must be certified by the appropriate Canadian regulatory agencies (reference paragraph 14.1).

28.6 Professional personnel (medical staff, engineers, architects, lawyers, accountants, etc.) must be registered with the appropriate Provincial (Nova Scotia) / Canadian professional and/or regulatory authorities, or must be eligible to register with such authorities if accepted for the work awarded from an Invitation.

28.7 Where any of the requirements set out in Paragraphs 28.1 to 28.6 inclusive are not met, the College may in its sole and absolute discretion reject the Bid, or alternately require bonds or sureties to ensure compliance.

29. Eligibility and Conflict of Interest

29.1 A conflict of interest is a situation in which an employee for himself/herself or some other person(s) attempts to promote a private or personal interest which results in the following:

- a) An interference with the objective exercise of his/her duties in the public service.
- b) A gain or advantage by virtue of his/her position in the public service.

29.2 The policy applies to all civil servants whose terms and conditions are set out in the Civil Service Act and regulations and all bargaining unit staff employed by Nova Scotia Community College.

29.3 The Government of Nova Scotia's "Code of Conduct for Civil Servants" places restrictions on the involvement of present and past government employees in procurements, and also applies to procurements issued by Nova Scotia Community College. Bids are subject to this Code, and this may result in a Bid being disqualified. A copy of the Code is available at: [Public Service Commission](#).

29.4 A Bid may not be eligible for acceptance if current or past corporate or other interests of the Bidder may, in the College's opinion, give rise to a conflict of interest in connection with a project.

29.5 Bidders are cautioned that acceptance of their Bids may preclude them from bidding on subsequent phases where a conflict of interest may arise. Bidders should study the project implementation strategy to determine whether or not they plan to submit Bids on subsequent phases.

29.6 If the Bid covers the first phase of what may prove to be a multi-phased project, the successful Bidder on the initial phase may be permitted to submit a Bid on subsequent phases as long as, in the College's opinion, no conflict of interest would be created in performance of the work by that Bidder.

29.7 Sub-contracting to any individual or firm with current or past corporate or other interests that may, in the College's opinion, give rise to a conflict of interest in connection with this acquisition will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the Invitation documents.

29.8 Bidders should also refer to Section 4. - Bidder / Vendor Registration, paragraphs 4.1.2 and 4.1.3 regarding eligibility for awards.

30. Accuracy of the Invitation; Right to Clarify

30.1 While the College has tried to ensure accuracy in the Invitation, it is not guaranteed or warranted by the College to be accurate, nor is it necessarily comprehensive or exhaustive.

30.2 The Procurement Department will assume that all Bidders have resolved any questions they might have about the Invitation and have informed themselves as to existing conditions and limitations, site restrictions, etc. before submitting their Bids.

30.3 No plea of ignorance of such conditions or failure to review these terms and conditions will be accepted as a basis for any claims for extra compensation, non-conformance, or an extension of time.

30.4 Nothing in the Invitation is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in the Invitation or its associated documents.

30.5 The College may in its sole and absolute discretion clarify any Bid after closing by seeking further information from that Bidder, without becoming obligated to clarify or seek further information from any or all other Bidders. However, Bidders are cautioned that any clarifications sought will not be an opportunity either to correct errors or change their Bids in any substantive manner.

31. Extension to the Broader Public Sector

31.1 Nova Scotia Community College, as a MASH sector institution, may choose to purchase, at its sole and absolute discretion, from any Nova Scotia Government "Standing Offer" contract created by the Province.

31.2 In keeping with the Province of Nova Scotia's Procurement Act; by submitting a Bid to a Nova Scotia Community College Invitation, the Bidder agrees to extend the same pricing, as per the terms and specifications in the Invitation and/or award, to other Nova Scotia MASH sector members.

31.3 As a member of Interuniversity Services Inc. (ISI), Nova Scotia Community College may choose to purchase, at its sole and absolute discretion, from any "Standing Offer" contract created by ISI.

31.4 The College also may periodically use Canadian Federal Government National Master Standing Offers (NMSO) for some requirements with pre-approval from Suppliers who have been awarded NMSO contracts, resulting from an Invitation process conducted the by the Federal Government.

32. Language

32.1 Unless specifically requested otherwise, all Bids, supporting materials, operation manuals and documentation must be in English.

33. Confidentiality and Freedom of Information

33.1 Nova Scotia Community College is required to comply with the FOIPOP Personal Information International Disclosure Protection Act (S.N.S 2006, c.3). This Act creates obligations for Nova Scotia Community College 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. For more information on this Act please visit [FOIPOP Review Office](#).

33.2 All Bids submitted become the property of the College. By submitting a Bid, the Bidder hereby grants the College a license to distribute, copy, print or translate the Bid for the purposes of the Invitation evaluation and award process. Any attempt to limit the College's right in this area may result in rejection of the Bid.

33.3 Anything submitted in a Bid that a Bidder considers to be "personal information" because of its proprietary nature should be marked as "confidential", and will be subject to appropriate consideration under the FOIPOP Act. By submitting a Bid, the Bidder agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law.

33.4 The College cannot guarantee the confidentiality of the complete content of any Bid after the procurement has been awarded to the successful Bidder.

33.5 During the delivery and installation of goods and/or services, the Bidder or Bidder's staff may have access to confidential information belonging to the College. Should this occur, the Bidder must ensure that such information is not released to any third parties or unauthorized individuals; failure to comply may result in criminal or civil charges and/or the Bidder's disqualification from any further Invitations issued by the College.

34. Enquiries and Contacts

34.1 In case of any dispute over the completeness, accuracy and/or interpretation of any Invitation documents, the versions of such documents held by the Procurement Department will be considered correct.

34.2 Information, offers, commitments or instructions obtained from any source other than the approved contact source(s) on an Invitation will not be binding on the College.

34.3 Enquiries regarding the Invitation must be made in writing to the Procurement Department contact(s) or its designate (s) named in the Invitation documents. Quote the Invitation number on any correspondence.

34.4 If an envelope was included with the Invitation documents, this envelope must not be used to submit an enquiry; these envelopes are not opened before the closing time for receipt of Bids.

34.5 Enquiries and the responses given may be recorded and may be distributed to all other Bidders as Addenda. No response shall be binding on the College unless made in writing.

34.6 All enquiries regarding the interpretation of these Terms and Conditions, NSCC Procurement Policy or NSCC Purchasing Procedures must be made to the following:

Nova Scotia Community College
Administrative Services – Procurement Department
Box 1153, 5685 Leeds Street
Halifax, NS B3J 2X1
Attention: Manager of Procurement

35. Miscellaneous Terms and Conditions

35.1 Sale of Goods/Equipment by the College

35.1 For situations where the College is SELLING goods/equipment through the Invitation process, the Insurance and indemnity, Workers' Compensation Board, and Safety and Environmental clauses in Sections 32.1 to 32.3 inclusive shall apply.

35.2 The successful Bidder (s) shall, at its own expense, obtain and maintain in good standing, all permits and licenses required by any authorities having jurisdiction in order to own, possess, use or operate equipment and to carry on the removal operations of such goods/equipment and shall otherwise comply promptly and at its own expense, with all laws, regulations, rules of all Federal, Provincial and Municipal Governmental authority which may be applicable to the removal operations, the conduct in thereof at Nova Scotia Community College location and the operation of equipment.

35.3 For any offer (s) accepted by the College for the sale of goods/equipment, the successful Bidder must make arrangements to have the goods/equipment removed from the NSCC site no later than seven calendar days from notification of award, unless alternate arrangements are agreed upon by the College. Such alternate arrangements must be in writing. Failure to do so will put Buyer in default of contract and in the event of such default, the College may in its sole and absolute discretion resell the goods/equipment to another Bidder whose offer was not selected in the initial award.

36. NSCC Campuses and Departments Compliance

36.1 All NSCC Campuses and departments making purchases of any type on behalf of the College are subject to the Auditor General Act and must comply with the NSCC Procurement Policy as directed by the NSCC Board of Governors.

Revised: 12/12/2013