

Invoicing Instructions (for both Supplies and Services)

Mail invoices to:

City of Greater Sudbury
PO Box 5000 STN A
Sudbury, ON P3A 5P3
Attn.: Accounts Payable

Our purchase order number must appear on the order or it will be returned.

Interest in City contract prohibited

Members of council and employees of the City shall not have a pecuniary interest either directly or indirectly, in any contract for the supply of goods, materials or services to a contractor for work for which the City pays or is liable directly or indirectly to pay, except as is provided by By-law #2006-270, as amended.

Supplies Contractual Provisions:

1. The Supplies shall be of first quality, fit for the purposes of the City and shall be provided promptly to the City.
2. In the event of strikes, accidents or unexpected events causing stoppage of work, the City reserves the right to suspend the application of this Purchase Order.
3. The City shall have the right to cancel at any time this Purchase Order in respect of the Supplies, materials or equipment not delivered or performed to that time, without incurring any liability whatsoever in respect of such cancellation.
4. There shall be no variation or substitution from this Purchase Order unless approved in writing by the Manager of Supplies & Services or their designate.
5. Receipt of the Supplies, materials or equipment shall not waive any of the terms and conditions hereof; defective Supplies, materials or equipment will be returned at the Supplier's risk and expense.
6. Failure to deliver and/or complete within the times set out on the face of this Purchase Order shall entitle the City to cancel this Purchase Order without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.
7. This Purchase Order may not be transferred or assigned without the written consent of the City.
8. The City may terminate this Purchase Order upon 30 days notice in writing, and without any further liability, in the event the City, in its sole discretion, determines that the Supplier has:
 - a.) Neglected, failed or refused to proceed promptly with delivery of the Supplies contemplated to be provided by the Supplier pursuant to this Purchase Order;
 - b.) Contravened any of the Supplier's obligations hereunder; provided however, that the City shall set out particulars of the default of the Supplier in any such notice of termination and in the event that the Supplier corrects or remedies the default to the satisfaction of the City within the thirty day notice period, the notice of termination shall be null and void.
9. Upon the expiry date specified in subsection 8(b) where the default has not been corrected to the satisfaction of the City, the Supplier shall deliver no further Supplies.

10. The Supplier on behalf of itself, its directors, officers, employees, agents and subcontractors acknowledges that for the purposes of this Purchase Order, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* bind it. The Supplier agrees that all information provided to it by the City, or gathered in the course of providing Supplies is being provided on a confidential basis for the purposes of the administration of the Supplies being provided by the Supplier and is protected by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.
11. The Supplier shall comply with the laws of Ontario in the delivery of the Supplies hereto including but not limited to the *Occupational Health and Safety Act*. If the Supplier is in breach of an Ontario statute, the City shall be free to terminate this Purchase Order or halt all or any part of the purchase of Supplies hereunder, without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.
12. The Supplier shall indemnify the City for any liability to the Workers' Safety and Insurance Board of Ontario arising from this Purchase Order.
13. WHMIS Safety Data Sheets must be provided with the product supplied, if required. Note: Safety Data Sheets must be enclosed with the material shipped. If not already provided, a copy must be sent to the City's Co-ordinator of Health & Safety at the above-noted address.
14. The provisions contained in any Schedule or documentation attached hereto shall form an integral part of this Purchase Order.
15. The City makes no guarantee of the value or volume of Supplies to be assigned to the Supplier. This Purchase Order is not an exclusive contract for the provision of the Supplies listed. The City may contract with others for the same or similar supplies to those described or may obtain the same or similar supplies internally.
16. The Supplier agrees that by delivery of Supplies contemplated by this Purchase Order it shall be bound by the terms and conditions contained on both sides hereof.
17. The Supplier will not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.

Services Contractual Provisions:

1. The Services to be provided by the Service Provider shall include those Services described on the front of this Purchase Order and all those Services necessarily incidental to those identified in order to complete the scope of Services described herein.
2. The Service Provider represents that it has the expertise, experience, facilities, skilled personnel, management and knowledge necessary or required to deliver the Services in a competent and professional manner. The Service Provider understands that the City is relying upon this representation in issuing this Purchase Order.
3. The Service Provider shall provide, upon request of the City from time to time, staff knowledgeable about the delivery of the Services for consultation with a representative or representatives of the City. The City shall provide, upon request of the Service Provider, a representative or representatives of the City to consult with the Service Provider with respect to the Services being delivered by the Service Provider pursuant to this Purchase Order.

4. The Service Provider authorizes the City, its employees, representatives and agents to enter at all reasonable times, any premises used by the Service Provider in connection with the provision of Services pursuant to this Purchase Order, in order to:
 - a. Observe and evaluate the Services provided under this Purchase Order; and
 - b. Inspect all records, documents and invoices relating to the Services provided pursuant to this Purchase Order.
5. The Service Provider will maintain proper records and prepare and submit upon request, comprehensive reports respecting the Services provided pursuant to this Purchase Order.
6. The Service Provider agrees to indemnify and to save harmless, the City, its councillors, officials, officers, employees and agents from and against all costs, claims, actions, loss, injury, expense, damages, fines, judgments or recoveries made, brought or recovered against the City, its councillors, officers, employees and agents resulting from any act or omission, willful misconduct or errors of the Service Provider or its officers, employees, agents or subcontractors in connection with the Services provided, purported to be provided or required to be provided pursuant to this Purchase Order; and such indemnity shall include all legal costs incurred by the City unless the injury, loss or damage is caused by the negligence of an employee of the City while acting within the scope of his or her employment.
7. The Service Provider shall provide and maintain in effect all insurance policies as listed on the front hereof prior to the commencement of Services.
8. The Service Provider shall provide or cause to be provided to the City a certificate from its insurer, in the City's standard form, which shows that the policy or policies placed and maintained by it complies with the requirements of this Purchase Order. No review or approval of any such insurance certificate by the City shall derogate from or diminish the City's rights or the Services Provider's obligations contained in this Purchase Order.
9. The City may terminate this Purchase Order upon thirty days notice in writing, and without any further liability, in the event the City, in its sole discretion, determines that the Service Provider has:
 - a. Neglected, failed or refused to proceed promptly with the Services contemplated to be provided by the Service Provider pursuant to this Purchase Order;
 - b. Contravened any of the Service Provider's obligations hereunder; provided however, that the City shall set out particulars of the default of the Service Provider in any such notice of termination and in the event that the Service Provider corrects or remedies the default to the satisfaction of the City within the thirty day notice period, the notice of termination shall be null and void.
10. Upon the expiry date specified in subsection 9(b) where the default has not been corrected to the satisfaction of the City, the Service Provider shall perform no further Services other than those reasonably necessary to suspend or close out the Services then underway.
11. The Service Provider on behalf of itself, its directors, officers, employees, agents and subcontractors acknowledges that for the purposes of this Purchase Order, the provisions of the *Municipal Freedom of Information and Protection of Privacy Act* bind it. The Service Provider agrees that all information provided to it by the City, or gathered in the course of providing Services is being provided on a confidential basis for the purposes of the administration of the Services being provided by the Service Provider and is protected by the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*.

12. The Service Provider shall comply with the laws of Ontario in the performance of the Services hereto including but not limited to *Human Rights Code*, the *Occupational Health and Safety Act*, regulations and the applicable *City of Greater Sudbury Health and Safety Policies*. If the Service Provider is in breach of an Ontario statute, regulation or the applicable *City of Greater Sudbury Health and Safety Policies*, the City shall be free to terminate this Purchase Order or halt all or any part of the Services hereunder, without incurring or being liable for any costs, fees, charges or surcharges of any kind whatsoever.
13. The Service Provider shall indemnify the City for any liability to the Workers' Safety and Insurance Board of Ontario arising from this Purchase Order.
14. The provisions contained in any schedule or documentation attached hereto shall form an integral part of this Purchase Order.
15. The City makes no guarantee of the value or volume of work to be assigned to the Supplier. This Purchase Order is not an exclusive contract for the provision of the Services listed. The City may contract with other Service Providers for the same or similar Services to those described or may obtain the same or similar Services internally.
16. The Service Provider agrees that by the commencement of the provision of the Services contemplated by this Purchase Order it shall be bound by the terms and conditions contained on both sides hereof.
17. Where applicable, Ownership and Use of Documents:
 - a. Drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis.
 - b. Where the parties have not otherwise agreed, all drawings, plans, information, mathematical or computer models, statistical data and reports compiled or prepared by the Consultant pursuant to this Agreement shall be the exclusive property of the City, whether the Project be executed or not. The City shall own all rights of copyright therein and they are not to be used by anyone without the permission of the City.
18. The Service Provider will not assign this Agreement, or any part thereof, without the prior written approval of the City, which approval may be withheld by the City in its sole discretion or may be given subject to such terms and conditions as the City may impose.
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[Download a PDF version of the Purchase Order Terms & Conditions](#)

Note: Adobe Acrobat Reader is required to properly view and print this document.