

PURCHASE ORDER/STANDING OFFER STANDARD TERMS AND CONDITIONS

- 1) **APPLICATION OF TERMS AND CONDITIONS:** The Goods or Services specified on the Purchase Order are hereby purchased by the City of Greater Sudbury (the “City”) subject to the terms and conditions (the “Terms”) contained herein (the “Contract”). The provision of any Goods or Services hereunder by the Supplier shall constitute acceptance of the Purchase Order and Terms.
- 2) **PAYMENT AND INVOICING:** Unless stated otherwise, all amounts stated herein are in Canadian dollars and the terms of payment for all invoices are net 30 days. Invoices shall be mailed to: **City of Greater Sudbury – attention Accounts Payable, P.O. Box 5000, Station A, Sudbury, ON P3A 5P3.** Failure to indicate the Purchase Order number and any Contract number, where applicable, on invoices may result in the delay or non-payment of invoices.
- 3) **VARIATIONS/SUBSTITUTIONS:** There shall be no variation or substitution from the Purchase Order unless approved in writing by the City’s Purchasing Agent or his or her authorized designates. The City shall not be liable for payment of any quantities in excess of those required in the Purchase Order.
- 4) **TIME OF THE ESSENCE:** The time of delivery, provision or completion of the Goods or Services shall be of the essence and any failure by the Supplier to deliver or provide the Goods or Services at, by or within the time specified shall entitle the City, at its sole discretion, to terminate the Purchase Order upon notice in writing effective immediately without any liability for doing so.
- 5) **TERMINATION FOR CONVENIENCE:** The City shall have the right, in its sole discretion and without any liability for doing so, to terminate or cancel all or part of the Purchase Order upon 30 days notice in writing for convenience at any time in relation to any Goods or Services not delivered or provided to that time.
- 6) **TERMINATION FOR CAUSE:** The City may, by notice in writing, terminate the Purchase Order effective immediately, and without any liability for doing so, in the event the City, in its sole discretion, determines that the Supplier has contravened any of its obligations hereunder.
- 7) **NON-EXCLUSIVITY:** The City makes no guarantee of the value or volume of Goods or Services to be purchased from the Supplier. This Purchase Order is not an exclusive contract for the provision of the stated Goods or Services. The City may contract with others for the same or similar Goods or Services to those described or may obtain the same or similar Goods or Services internally.

Provisions Specific to Purchase of Goods

- 8) **QUALITY OF GOODS:** Unless specifically stated otherwise herein, Goods of any type purchased by the City shall be compliant with stated requirements, new and unused, of good quality and free from defects in workmanship, material and design. Receipt by the City of any Goods shall not waive any of the Supplier's obligations and any defective Goods shall be returned and replaced by the Supplier at its sole expense.
- 9) **MATERIAL SAFETY DATA SHEETS:** Material Safety Data Sheets must accompany each shipment of controlled products ordered.
- 10) **SALVAGE GOODS:** Unless otherwise stated, where the provision of Goods or Services herein involves the removal or replacement of any materials or equipment that may be of some continuing value, such materials or equipment shall remain the property of the City.

Provisions Specific to Purchase of Services

- 11) **INCLUDED SERVICES:** The Services described in the Purchase Order shall include all those Services necessarily incidental to those identified in order to complete the scope of Services described therein.
- 12) **COMPETENCE:** The Supplier represents that it has the expertise, experience, facilities, skilled personnel and knowledge necessary or required to deliver the Services in a competent and professional manner. The Supplier acknowledges that the City is relying upon this representation in issuing this Purchase Order.
- 13) **RECORD KEEPING:** The Supplier will maintain proper records and prepare and submit to the City, upon request, comprehensive reports or any other documentation related to the Services provided. The Supplier shall permit the City or its representatives to enter at all reasonable times any facilities used by the Supplier for the provision of the Services for the purpose of observing and evaluating the Services.

General Provisions

- 14) **INDEMNIFICATION:** The successful Proponent shall indemnify and save harmless the City, its elected and unelected officials, officers, employees and agents (the "Indemnified Parties") from and against all costs (including, without limitation, legal fees, disbursements and administrative costs), claims, actions, losses, injuries, expenses, damages, fines, judgments or recoveries suffered by or made, brought or recovered against the Indemnified Parties, or any of them, resulting from any act or omission, willful misconduct or errors of the successful Proponent, its directors, officers, employees, agents, assigns or anyone for whom at law the successful Proponent is

responsible in connection with the Work provided, purported to be provided or required to be provided hereunder unless the injury, loss or damage is caused solely by the negligence of the Indemnified Parties while acting within the scope of their respective employment, roles or duties.

15) **INSURANCE:** The Supplier shall maintain insurance coverages stated in the Purchase Order. In the absence of any stated insurance requirements the Supplier shall, at minimum, have commercial general liability and automobile policies containing standard industry wording and coverages of no less than two million dollars, respectively. The City shall be added as an additional insured with respect to the Supplier's obligations pursuant to the Purchase Order. Throughout the duration of the Purchase Order, the Supplier shall ensure that the City is provided with certificates of insurance on the City's standard form showing that the Supplier is maintaining the necessary insurance coverages.

16) **SET-OFF:** The City reserves the right to set-off any indebtedness of the Supplier to the City, regardless of how such indebtedness arises, against amounts owed to the Supplier hereunder.

17) **COMPLIANCE WITH LAW:** In providing the Goods or Services hereunder the Supplier shall comply with all applicable laws, regulations, rules and bylaws of the federal, provincial and municipal governments. Without limiting the foregoing, the Supplier shall comply with the City's policies, (<https://www.greatersudbury.ca/do-business/purchasing-section-and-procurement-opportunities/policies-terms-and-conditions/>). This Contract shall be construed in accordance with the laws of the province of Ontario and any legal proceeding shall be commenced before the Superior Court of Justice in the District of Sudbury.

18) **HEALTH AND SAFETY:** The Supplier acknowledges that it has read, understood and shall at all times comply and ensure compliance by its workers and any subcontractors with all applicable federal, provincial or municipal legislation relating to occupational health and safety, all applicable regulations thereunder and any and all applicable industry standards and guidelines pertaining to the provision of the Goods or Services. The Supplier shall be responsible for taking every precaution in the circumstances for the protection of all workers associated with the provision of the Goods or Services, whether employed by the Supplier or a third party. Unless stated otherwise, where the work hereunder involves Construction the Supplier shall be the constructor for the purposes of the *Occupational Health and Safety Act*.

- 19) **WORKPLACE SAFETY AND INSURANCE BOARD:** The Supplier shall, at all times during the provision of the Goods or Services hereunder ensure that the City is provided with a current certificate of clearance from the Workplace Safety and Insurance Board.
- 20) **CONFIDENTIALITY:** The Supplier agrees that all personal information, including any personal health information where applicable, that it acquires knowledge of as a result hereof will be used, retained, protected, disclosed and disposed of in accordance with all applicable municipal, provincial and federal laws and regulations governing the collection, use, retention, disclosure and disposal of such information, including but not limited to the *Municipal Freedom of Information and Protection of Privacy Act* and the *Personal Health Information Protection Act*. The Supplier shall not at any time before, during or after the provision of the Goods or Services hereunder, use or disclose any personal information, personal health information or confidential information communicated to it or acquired by it in the course of providing the Goods or Services herein for any other purpose than the provision of the Goods or Services, in accordance with applicable law or as specifically agreed in writing by the City.
- 21) **DELIVERABLES:** Unless otherwise stated and to the extent permitted by law any deliverables prepared, compiled and submitted to the City shall be the exclusive property of the City. The City shall own all rights of copyright and such deliverables shall not be used, copied or modified by anyone without the prior written permission of the City.
- 22) **ACCESSIBILITY:** The Supplier shall comply and ensure compliance with all applicable regulations under the *Accessibility for Ontarians with Disabilities Act, 2005* in providing the Goods or Services.
- 23) **FAIR WAGE:** The Supplier agrees that it shall comply with the City's Fair Wage Policy where the Services involve new building and renovation construction in excess of \$160,000.00.
- 24) **CONFLICT OF INTEREST:** The Supplier shall not engage in any activity or provide any Services to the City where such activity or the provision of such Services would create an actual or perceived conflict of interest pursuant to this Contract.
- 25) **WARRANTY:** All Goods must carry a minimum one year warranty from the later of time of receipt or installation by the City.
- 26) **ASSIGNMENT:** The Supplier will not assign this Contract, 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.

27) **ENTIRE CONTRACT:** Unless specifically incorporated herein, the Purchase Order, the Terms and any schedules or documentation attached hereto shall constitute the entire Contract between the City and the Supplier.