

## The Corporation of the City Of Oshawa Purchase Order Terms & Conditions – 2017

Definitions: All words Capitalized and Italicized shall be understood to have the definition assigned to it in the City of Oshawa's ("City") standard competition documents and Purchasing By-law.

1. Entire Contract: This Purchase Order and/or **Contract** constitutes formation of a **Contract** when the **Contractor** commences any **Work** in connection with the **Goods** or **Services** or makes any deliveries of **Goods**. This document forms the entire Agreement along with the request for Proposal, Tender, or Quotation and bid submitted, if applicable. No other documents are relied upon unless specifically incorporated.
2. Acceptance: In accepting this **Contract**, it is understood that the **Contractor** agrees to all of the terms and conditions on the face and back.
3. Variations: No variation to this **Contract** will be recognized, unless such variation has been authorized in writing by a designated official of the **City's** Purchasing Services Section.
4. Cancellation: Failure to comply with specifications, terms and conditions of this **Contract**, or to deliver material in accordance with **Contractor's** promise shall be grounds for cancellation by the **City** without penalty. In addition, the **City** shall have the right to cancel at any time any **Contract** or any part of any **Contract** resulting from this order in respect to the goods, materials, articles, equipment, work or services, covered thereby, not delivered or performed at that time, without incurring any liability whatsoever in respect thereto.
5. Shipment: Time of delivery shall be of the essence of the **Contract** and failure of the **Contractor** to deliver all or any part of the **Goods** ordered at the time or times specified shall confer on the **City** the right to cancel the **Contract** at its option without penalty. Quantities received in excess of quantities specified may be returned at the **Contractor's** expense if not agreed upon in writing by the **City**.
6. Inspection: The **City** will receive **Goods** shipped but reserves the right to inspect the same after delivery and to return all or any portion of it at the **Contractor's** expense if found to be defective or not in compliance with the requirements of the specification and/or drawings.
7. Pricing: Unless otherwise stated, the prices quoted on this **Contract** shall be payable in Canadian funds; FOB City of Oshawa, Canada and shall include any Excise Taxes and applicable duty. All applicable taxes such as Harmonized Sales Tax, if applicable, shall be shown extra and separately. If no prices are specified, the price shall not exceed the lowest price charged by the **Contractor** to the **City** for similar **Goods/Services** or the lowest price charged by the **Contractor** on similar **Goods/Services** sold elsewhere, or the price last quoted to the **City**, whichever is the lowest. Unless otherwise stated, the price shown on the **Contract** shall include all necessary packaging and shipping costs to the point shown as the destination of the **Goods**. Prompt Payment Discounts shall be calculated from the time the **Goods/Services** are received by the **City**, or the date on which satisfactory invoices are received by the **City**, whichever is the later.
8. Indemnification: The **Contractor** agrees that it will continuously save, keep harmless and fully indemnify the **City**, its elected officials, employees and agents and its successors and assigns, from and against all actions, claims, and demands whatsoever which may be brought against or made upon the **City** and the **Contractor** also agrees that it will continuously save, keep harmless and fully indemnify the **City**, its elected officials, employees and agents and its successors and assigns, against all types of losses, liabilities, claims, costs or expenses which the **City** may incur resulting from or arising out of the **Contractor's** failure to exercise

reasonable care, skill or diligence in their performance or rendering of any **Goods/Equipment** or **Services** to be performed or rendered by the **Contractor**, pursuant to the **Contract**. The **Contractor** agrees it shall have no claim against the **City** for damage to property or injury to person(s), unless caused by gross negligence or willful acts or omissions of the **City**.

9. Plans, Artwork or Files: If the **Contract** refers to plans or specifications, artwork or files, the same shall be deemed to be incorporated in and be part of this **Contract** and of the **Contract**, and any plans, blueprints, patterns, files, information, etc. furnished by the City to the **Contractor** shall not be published or disclosed by the **Contractor** to any other person or corporation and shall be returned to the **City** upon completion or termination of the **Contract** and prior to final payment of the **Contract**.
10. Delivery: The receipt of the **Goods** by a carrier shall not be deemed to be received by the **City**, and the title to the **Goods** shall not pass to the **City** until they are delivered at their destination to a staff member or agent of the **City**.
11. Assignment: No assignment of the **Contract** shall be made by the **Contractor** without prior written consent of the **City**.
12. Laws and Regulations: The **Contractor** shall comply with all relevant federal, provincial and municipal regulations and by-laws pertaining to the **Work** and its performance. The **Contractor** shall be responsible for insuring similar compliance by its suppliers and sub-contractors. This **Contract** shall be construed according to the Laws of the Province of Ontario.
13. Shipments from Outside Canada: For shipments from outside Canada, properly certified customs invoices should be mailed separately to Purchasing Services, City of Oshawa at the time shipment is made. A copy of customs invoices is to accompany the shipment with the bill of lading.
14. Packing Slip: Packing slips, must accompany each shipment. The **City Purchase Order number** must appear on all packing slips.
15. Shipping: Unless otherwise stated, the Contractor will ship via the most cost effective method to the **City**.
16. Value Declaration: The **Contractor** will be held liable for any loss resulting from an improper value shown on shipping papers.
17. **Equipment**: Repaired **Equipment**, **Equipment** on loan, new **Equipment**, and **Equipment** on trial, must pass inspections for safety, performance, and compliance with manufacturer's specifications prior to acceptance. The warranty period, if any, shall begin on the date that incoming inspection is passed. New **Equipment** and **Equipment** on trial must also be provided with a minimum of two complete user manuals which include instructions for use, warnings of potential hazards, parts lists, schematics, and service and maintenance requirements. Payment to **Contractors** will not be authorized until these conditions are fulfilled.
18. Warranty: All **Goods** must carry a minimum one-year warranty, F.O.B. Oshawa from the time of receipt at the **City** or time of installation or time of acceptance, whichever is the later.
19. Supplier Unloading, Placing or Installing Responsibility: Where the **Contractor** is responsible for the unloading and placing or installing of **Goods** and has not so arranged, the **City** is authorized to undertake this work at the expense of the **Contractor** and the **City** will not be responsible for any damage to the **Goods** resulting from such action on the part of the **City**.
20. Material Safety Data Sheets: For each controlled product ordered, an M.S.D.S. conforming with W.H.M.I.S. legislation must accompany each shipment of the **Goods**.

21. Payment: Invoices shall be emailed to [accountspayable@oshawa.ca](mailto:accountspayable@oshawa.ca) in PDF format or mail to Finance Services, Accounts Payable Section at the address shown on the front of the purchase order. Invoices must include the purchase order number, vendor's H.S.T. Registration Number, unit prices, and all details required under the purchase order for the invoice to be paid. Unless otherwise indicated, invoices will be paid 30 days following receipt by the **City**.
22. Fair Wage Policy: All work is to be carried out in accordance with the **City's** Fair Wage Policy.
23. Health and Safety: The supplier is responsible for all aspects of health and safety on the project and is to carry out all work in accordance with the Occupational Health and Safety Policy.
24. Electrical Equipment, Hydro Approval: Electrical Equipment, Hydro Approval: All electrical equipment must have C.S.A. or Electrical Safety Authority approval. All equipment shall bear the appropriate approval label. Application for inspection is to be made to Electrical Safety Authority, 1-877-ESA-SAFE (372-7233). Service cords on all electrical equipment must include a green grounding wire.
25. Tax Arrears: Firms/individuals having tax arrears exceeding \$10,000 will not be contracted by the **City** for any new business. Payments owing to firms/individuals with existing contracts, having tax arrears exceeding \$10,000, will be applied to the outstanding taxes and not f