

# CITY OF PICKERING STANDARD QUOTATION TERMS & CONDITIONS

## 1. DEFINITIONS

**City** - The Corporation of the City of Pickering, its successors and assigns.

**Bidder** - The person, firm or corporation submitting a quotation to the City.

**Company** - The person, firm or corporation to whom the City has awarded the Contract, its successors and assigns.

**Contract** - The purchase order authorizing the Company to do the work, the quotation, the bonds or security (if any), the Company's quotation and change notices, appendices, and addenda (if any).

**Subcontractor** - A person, firm or corporation having a Contract with the Company for any part of the work.

**Quotation Document** - The documents issued by the City in response to which quotations are invited for the performance of Work.

**Work** - All labour, materials, products, supplies, goods, articles, equipment, fixtures, services, acts, required to be done, furnished or performed by the Company, which are the subject of the Contract.

and will be used to serve the best interests of the Corporation of the City of Pickering.

## 6. DELIVERY

Unless otherwise stated, the Work specified or called for in or under the quotation shall be delivered or completely performed by the Company as soon as possible and in any event within the period set out herein as the guaranteed period of delivery or completion after receipt of a purchase order therefore.

A detailed delivery ticket or piece tally, showing the exact quantity of goods, materials, articles, or equipment, shall accompany each delivery thereof. A receiver's receipt shall not bind the City to accept the Work, covered thereby, or the particulars of the delivery ticket or piece tally therefore.

Unless otherwise stated, all work pursuant to a purchase order based on the quotation, shall be subject to inspection by the City at the point of unloading, or the site of work or service.

The Company shall be responsible for arranging the Work so that completion shall be as specified in the Contract.

## 7. PRICING REQUIREMENT

Prices shall be in Canadian Funds, quoted separately for each item stipulated, F.O.B. destination.

Prices bid must include all incidental costs and the Company shall be deemed to be satisfied as to the full requirements of the quotation. No claims for extra work will be entertained and any additional work must be authorized in writing prior to commencement. Should the Company require more information or clarification on any point, it must be obtained prior to the submission of the quotation.

Payment shall be full compensation for all costs related to the Work, including operating and overhead costs to provide work to the satisfaction of the City.

All prices quoted shall include applicable customs duty, excise tax, freight, insurance and all other charges of every kind attributable to the work.

Goods and Services Tax and Provincial Sales Tax shall be extra and not shown, unless otherwise specified herein.

If the Bidder intends to manufacture or fabricate any part of the Work outside of Canada, it shall arrange its shipping procedures so that its agent or representative in Canada is the importer of record for custom purposes.

Should any additional tax or duty or any variation in any tax or duty be imposed by the Government of Canada or the Province of Ontario or any increase or decrease in the rate of foreign exchange become directly applicable to goods, material, articles or equipment specified or called for in this quotation subsequent to its submission by the Bidder and before the delivery of goods, material, articles or equipment or the completion of the work or services covered thereby, pursuant to a purchase order issued by the City, the appropriate increase or decrease in the price of such goods, material, articles or equipment, shall be made to compensate for such changes as of the effective date thereof.

## 8. TERMS OF PAYMENT

Where required by the Construction Lien Act appropriate monies may be held back until 60 days after the completion of Work.

Payments made hereunder, including final payment, shall not relieve the Company from its obligations or liabilities under the Contract.

Acceptance by the Company of the final payment shall constitute a waiver of claims by the Company against the City, except those previously made in writing in accordance with the Contract and still unsettled.

The City shall have the right to withhold from any sum otherwise payable to the Company such amount as may be sufficient to remedy any defect or deficiency in the Work, pending correction of it.

## 9. PATENTS AND COPYRIGHTS

The Company shall, at its expense, defend all claims, actions or proceedings against the City based on any allegations that the Work or any part of the Work constitutes an infringement or any patent, copyright or other proprietary right, and shall pay to the City all costs, damages, charges and expenses, including its lawyers' fees on a solicitor and his own client basis occasioned to the City by reason thereof.

The Company shall pay all royalties and patent licence required for the Work.

If the Work or any part thereof is action or proceeding held to constitute an infringement, the Company shall forthwith either secure for the City the right to continue using the Work of shall at the Company's expense, replace the infringing Work with non-infringing work or modify it so that the Work no longer infringes. Quotations or equivalents may be considered but the mark or brand thereof must be specified.

## 10. ASSIGNMENT

The Company shall not assign the Contract or any portion thereof without the prior written consent of the City.

## 11. LAWS AND REGULATIONS

The Company shall comply with relevant Federal, Provincial and Municipal statutes, regulations and by-laws pertaining to the work and its performance. The

## 2. SUBMISSION OF QUOTATION

Quotations must be submitted on the forms supplied by the City unless stated otherwise herein.

The quotation form must be signed by an authorized signing officer of the Bidder.

If a joint bid is submitted, it must be signed on behalf of each of the Bidders.

If the Bidder is not a limited Company, the quotation must be accompanied by a copy of the most recent business or partnership registration form filed by the Bidder with the Ministry of Consumer and Commercial Relations.

Quotations must be legible, written in ink, or typewritten. Erasures, over-writing or strikeouts must be initialed by the Bidder's authorized signing officer.

Failure to return the quotation form on invitation will automatically result in the removal of the Bidder from the City's bidders list.

Quotations received after the closing time will not be considered.

Should a dispute arise from the terms and conditions of the quotation form, regarding meaning, intent or ambiguity, the decision of the City shall be final.

## 3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The contract documents shall consist of the purchase order; and the Company's quotation accepted by the City.

The documents and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

Amendments to the Contract, in the form of purchase order alterations, shall take precedence over the documents or portions thereof amended thereby. Purchase order alterations, appendices and addenda to any contract document shall be considered part of such document.

The intent of the contract is that the Company shall supply work complete for a particular purpose, be fit and suitable for the City's intended use.

None of the conditions contained in the Bidders standard or general conditions of sale shall be of any effect unless explicitly agreed to by the City and set forth in the purchase order or specifically referred to therein.

The Contract shall be governed by and interpreted in accordance with the laws of the Province of Ontario.

## 4. CLARIFICATION OF QUOTATION DOCUMENTS

Any clarification of Quotation Document required by the Bidder prior to submission of its quotation shall be requested through Supply & Services. Any such clarification so given shall not in any way alter the Quotation Documents and in no case shall oral arrangements be considered.

No officer, agent or employee of the City is authorized to alter orally any portion of the documents.

Every notice, advice or other communication pertaining thereto will be as follows:

- Prior to competition closing time, in the form of a written addendum;
- After the competition closing time or City's acceptance of a quotation, in writing, signed by an authorized officer of the Company, and accepted by the City.

## 5. PROOF OF ABILITY

The Bidder may be required to show, in terms of experience and facilities, evidence of its ability, as well as that of any proposed Subcontractor, to perform the Work by the specified delivery date.

The Bidder may be required to show, in terms of experience and/or evidence of its ability, equipment and facilities, as well as that of any proposed Subcontractor, to perform the Work by the specified delivery date. The City's findings shall be final

Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

The Company shall comply with all Federal, Provincial and Municipal statutes, regulations and by-laws whether or not specified and/or shown on drawings, obtain all permits and notices as may be required for the work. The Company shall be responsible for ensuring similar compliance by its suppliers and Subcontractors.

All fees, taxes, duties and other expenses related thereto shall be the responsibility of the contractor. No additional costs to the City will be incurred as a result of such undertakings.

## 12. PROJECT SITE WORKING CONDITIONS

The onus shall be upon the Company to investigate the project site and inform itself, before bidding, of all the physical and working conditions and administrative practices.

## 13. CORRECTION OF DEFECTS

If at any time prior to one year after the actual delivery date or completion of the Work, (or specified warranty/guarantee period if longer than one year) any part of the Work becomes defective or is deficient or fails due to defect in design, material or workmanship, or otherwise fails to meet the requirements of the Contract, the Company upon request, shall make good every such defect, deficiency or failure without cost to the City. The Company shall pay all transportation costs for Work both ways between the Company's factory or repair depot and the point of use.

## 14. BID ACCEPTANCE

The City reserves the right to award by item, or part thereof, groups or items, or parts thereof, or all items of the quotations, and to award contracts to one or more Bidders submitting identical quotations as to price; to accept or reject any quotations in whole or in part; to waive irregularities and omissions, if in so doing the best interests of the City will be served. No liability shall accrue to the City for any decision in the regard.

Quotations shall be irrevocable for 60 days after the official closing time.

The placing in the mail or delivery to the Bidder's shown address given in the quotation of a notice or award to a Bidder by the City shall constitute notice of acceptance of Contract by the City to the extent described in the notice of award.

## 15. DEFAULT BY COMPANY

- (a) If the Company commits any act of bankruptcy or if a receiver is appointed on account of its insolvency or in respect of any of its property, or if the Company makes a general assignment for the benefit of its creditors; then, in any such case, the City may without notice, terminate the Contract.
- (b) If the Company fails to comply with any request, instruction or order of the City, or fails to pay its accounts, or fails to comply with or persistently disregards statutes, regulations, by-laws or directives of relevant authorities relating to the Work, or fails to prosecute the Work with skill and diligence, or assigns or sublets the Contract or any portion thereof without the City's prior written consent, or refuses to correct defective Work; or is otherwise in carrying out its part of any of the terms, conditions and obligations of the Contract, then, in any such case, the City may, upon written notice to the Company, terminate the Contract.
- (c) Any termination of the Contract by the City, as aforesaid, shall be without prejudice to any other rights or remedies the City may have and without incurring any liability whatsoever in respect thereto.
- (d) If the City terminates the Contract, it is entitled to:
  - i) take possession of all Work in progress, materials and construction equipment then at the project site (at no additional charge for the retention or use of the construction equipment), and finish the Work by whatever means the City may deem appropriate under the circumstances;
  - ii) withhold any further payments to the Company until completion of the work and the expiry of all obligations under the Correction of Defects Section;
  - iii) Recover from the Company loss, damage and expense incurred by the City by reason of the Company's default (which may be deducted from any monies due or becoming due to the Company any balance to be paid by the Company to the City).
- (e) The City reserves the right to not consider a bidder for an indeterminate period of time who has been terminated by the City or has been deemed by the City to have provided unsatisfactory Work, goods, services, or health and safety practises.
- (f) The City reserves full discretion as to when Work, goods or services are deemed to be unsatisfactory and exercising its rights related thereto without liability or settlement.

## 16. CONTRACT CANCELLATION

The City shall have the right to cancel any uncompleted or unperformed portion of the Work or part thereof, upon providing written notice to the Company.

The City shall not be liable to the Company for loss of anticipated profit on the cancelled portion or portions of the Work.

## 17. CITY RIGHT NOT TO CONSIDER A BIDDER'S QUOTATION

The City reserves the right to not consider a quotation from a Bidder or any company affiliated with or controlled by the Bidder who:

- (a) has been prohibited from bidding on City contracts by City Council
- (b) has had a contract with the City terminated within 3 years of the bid close date due to default of the contract;
- (c) has failed to rectify the performance of any previous contract default to the City's satisfaction, and cannot provide assurances and demonstrate appropriate action to ensure the same or similar problems will not reoccur;
- (d) has failed to provide health and safety documentation to the City's satisfaction.

## 18. QUANTITIES

Where quantities are shown as approximate, they are not guaranteed to be accurate and are furnished without any liability on behalf of the City and shall be used as a basis for comparison only.

Payment will be by the unit complete at the quoted rate on actual quantities deemed acceptable by the City.

## 19. SAMPLES

Samples when required must be submitted strictly in accordance with instruction. If samples are requested subsequent to opening of quotations, they shall be delivered within three (3) working days following request, unless additional time is granted. Samples must be submitted free of charge and will be returned at the Bidder's expense, if so requested, provided they have not been destroyed by tests, or provided they are not required for comparison purposes.

The acceptance of the samples by the City shall be at its sole discretion and any such acceptance shall in no way be construed to imply relief of the Company from its obligations under the Contract.

All samples submitted must be accompanied by current Material Safety Data Sheets (MSDS), when applicable.

## 20. SURETY

The Company shall, if the City in its absolute discretion so desires, be required to satisfy surety requirements by providing a deposit in the form of a certified cheque, bank draft or money order or other form of surety, in an amount determined by the City. This surety may be held by the City until 60 days after the day on which all Work covered by the Contract has been completed and accepted. This surety may be returned before the 60 days have elapsed providing satisfactory evidence is provided that all liabilities incurred by the Company in carrying out the Work have expired or have been satisfied, discharged or provided for and that a clearance certificate from the Workers' Compensation Board has been issued.

Failure to furnish the surety within two weeks from date of request thereof by the City shall make the award of the Contract by the City subject to withdrawal.

## 21. WORKPLACE SAFETY & INSURANCE

All of the Company's personnel must be covered by the Workplace Safety & Insurance Board at the Company's expense.

The Company shall provide the City with a Clearance Certificate from the Workplace Safety & Insurance Board prior to the commencement of work, certifying that all assessments and liabilities payable to the Board have been paid, and that the bidder is in good standing with the Board. The bidder shall provide the City with a Clearance Certificate prior to final payment certifying all payments by the Company to the Board in conjunction with the subject Contract have been made and that the City will not be liable to the Board for future payments in connection with the Company's completion of the project.

A Company deemed to be an Independent Operator by the Workplace Safety & Insurance Board is to provide a copy of such letter to the City containing the Independent Operator identification number issued by the Board. An Independent Operator **must be covered by WSIB optional insurance** and provide proof of this coverage upon request.

## 22. LIABILITY

The Company agrees to at all times defend, fully indemnify and save harmless the City from all actions, suits, claims and demands, losses, costs, charges and expenses arising by reason of injury or death to any person or any property or charges brought or made against or incurred by the City from or relating to the Work performed or to be performed herein.

## 23. INSURANCE

Upon request by the City, the Company shall take out and keep in force a policy of liability insurance in the amount of \$2,000,000 inclusive each occurrence (or such larger amount as may be required), and not less than **two million (\$2,000,000.00)** automotive liability insurance coverage. Certificate(s) of insurance shall be provided upon request by the City.

- a) The policy shall include The Corporation of the City of Pickering, as additional named insured without subrogation in respect of all operations performed by or on behalf of the bidder. a certificate of insurance shall be completed by the bidder's agent, broker or insurer;

- b) The policy shall not be altered, cancelled or allowed to expire or lapse, without thirty (30) days prior written notice to the City.
  - c) If the City is not provided with a renewal of the policy at least thirty (30) days prior to its expiration date, then the City may arrange a public liability policy insuring the City in the amount of \$2,000,000.00 and an automotive liability policy insuring the City in the amount of two million (\$2,000,000) at the expense of the bidder, which may be recovered from amounts owed to the bidder or from any form of security still in the City's possession.
- subcontractors or their employees in the performance of any matter required pursuant to this contract/quotation.
- (c) from any and all charges, fines, penalties, and costs that may be incurred or paid by the City if the City (or any of its council members or employees) shall be made a party to any charge under the Act in relation to any violation of the Act arising out of this contract/quotation.
- VIII. The Company shall abide by the Workplace Safety & Insurance Board Act, as amended from time to time and all Regulations there under.

**24. EVALUATION**

The bidder agrees to provide to the City for evaluation after closing upon request:

- (a) a copy of the Health & Safety Policy to be used on this project (currently dated and signed);
- (b) a copy of the current Workplace Injury Summary Report issued by Workplace Safety & Insurance Board (in lieu of the Workplace Injury Summary Report, a copy of the current CAD 7, NEER, or MAP reports may be submitted);
- (c) a copy of the current Certificate of Clearance issued by Workplace Safety & Insurance Board;
- (d) a certificate of insurance completed by the bidder's agent, broker or insurer (City form is available);
- (e) further information as the City may require, as requested in writing.

Documentation will be requested within 2 to 3 days of the closing date for review during the evaluation phase of this quotation call and must be provided, generally within 2 days from date of the request.

The City's findings shall be used to serve the best interests of the Corporation of the City of Pickering.

The Company must and agrees to provide the City with updated Insurance and WSIB Clearance Certificates (every 60 days) throughout the period of the contract prior to the expiration dates automatically and routinely.

**25. SAFETY**

The Company shall be responsible for being aware of all governing regulations including all established by the City related to employee health and safety. The Company shall keep its employees and Subcontractors informed of such regulations.

**26. HEALTH & SAFETY REGULATIONS**

- I.
  - a) The City is the "owner" throughout the term of this contract.
  - b) The Company is the "employer" throughout the term of this contract.
- II. The Company certifies that it, its employees, its subcontractors and their employees,
  - (a) are aware of their respective duties and obligations under the Occupational Health and Safety Act, as amended from time to time, and all Regulations there under (the "Act"); and
  - (b) have sufficient knowledge and training to perform all matters required pursuant to this contract/quotation safely and in compliance with the Act.
  - (c) are covered by WSIB.
- III. In the performance of all matters required pursuant to this contract/quotation, the Company shall, act safely and comply in all respects with the Act, and ensure that its employees, its subcontractors and their employees act safely and comply in all respects with the Act.
- IV. The Company shall rectify any unsafe act or practice and any non-compliance with the Act at its expense immediately upon being notified by any person of the existence of such act, practice or non-compliance.
- V. The Company shall permit representatives of the City on site at any time or times for the purpose of inspection to determine compliance with this contract/quotation.
- VI. No act or omission by any representative of the City shall be deemed to be an assumption of any of the duties or obligations of the Company or any of its subcontractors under the Act.
- VII. The Company shall indemnify and save harmless the City,
  - (a) from any loss, inconvenience, damage or cost to the City, which may result from the Company or any of its employees, its subcontractors or their employees failing to act safely or to comply in all respects with the Act in the performance of any matters required pursuant to this contract/quotation;
  - (b) against any action or claim, and costs related thereto, brought against the City, by any person arising out of any unsafe act or practice or any non-compliance with the Act by the Company or any of its employees, its

- IX. **CONDITION OF WORK SITE**  
The Company shall remove and legally dispose of debris, packaging and waste materials frequently, or as directed by the City, in accordance with all governmental regulations applicable to such activities.

**27. UNPAID ACCOUNTS**

The Company shall indemnify the City from all claims arising of the unpaid accounts relating to the Work. The City shall have the right at any time to require satisfactory evidence that the Work of which any payment has been made or is to be made by the City is free and clear of liens, attachments, claims, demands, charges or other encumbrances.

**28. SUSPENSION OF WORK**

The City may without invalidating the Contract, suspend performance by the Company from time to time of any part or the whole of the Work for such reasonable period of time as the City may determine.

The resumption and completion of Work after the suspension shall be governed by the schedule established by the City.

**29. CHANGES IN THE WORK**

The City may, without invalidating the contract, direct the Company to make changes to the Work. When a change causes an increase or decrease in the Work, the contract price shall be increased or decreased by the application of unit prices to the quantum of such increase or decrease, or in the absence of applicable unit prices by the amount to be agreed upon between the City and the Company. All such changes shall be in writing and approved by the City.

**30. ACCESSIBILITY REGULATIONS FOR CONTRACTED SERVICES**

In accordance with Ontario Regulation 429/07, Accessibility Standards for Customer Service Sect. 6, every provider of goods and services shall ensure that every person who deals with members of the public or participates in the developing of the service providers policies, practices and procedures governing the provision of goods and services to members of the public, shall be trained on the following:

- a) How to interact and communicate with persons with various types of disability
- b) How to interact with persons with disabilities who use assistive devices or require the assistance of a guide animal, or a support person;
- c) How to use equipment that is available on the premises that may help in the provision of goods or services;
- d) What to do if a person with a particular type of disability is having difficulty accessing the provider's goods or services; and Information on the policies, practices and procedures governing the provision of goods and services to people with disabilities.

A Company dealing with members of the public on behalf of the City of Pickering or engaged in Work for the City must meet the requirements of Ontario Regulation 429/07 with regard to training.

A document describing the training policy, a summary of the contents of the training and details of training dates and attendees will be requested within 2 to 3 days of the closing date and must be submitted to the City, generally within two (2) days from time of request. If not available, the on-line training module set up by the Ministry of Community Services and Social Services – Access Canada – <http://www.mcscs.gov.on.ca/mcscs/serve-ability/splash.html> shall be completed by the Company, who will need to be trained prior to any Work is undertaken for the City. At the end of the training module, Company to print the Certificate of Completion and provide it to the City as instructed.

**31. STATEMENT OF UNDERSTANDING**

The bidder agrees that the quotation is made without connection, knowledge, comparison of figures, or arrangements with any persons submitting a quotation and it is in all respect fair and without collusion or fraud.

The bidder agrees that no member of City Council or any officer of the Municipal Corporation is, shall be or become interested, directly or indirectly in, or in the performance of the contract, or in the business to which it relates, or in any portion of the profits thereof, or in any of the monies to be derived there from.

**32. Lowest or any quotation not necessarily accepted.**