

## Standard Terms and Conditions of Purchase

1. **Definitions:** The term the "City" means the Corporation of the City of Port Coquitlam and its employees and agents. The term "Contractor" means the person, firm, vendor or corporation with whom the City has entered into this Agreement for the provision of goods and/or services.
2. **Entirety and Acceptance:** This Order, when accepted by Contractor, forms the entire contract, and no other terms shall apply unless accepted in writing by the City. If Contractor does not signify acceptance in writing, commencement of performance of services or shipment of any part of the goods constitutes acceptance by Contractor.
3. **Warranty and Acceptance:** It is a condition of this Order that all goods sold and services provided hereunder shall be of good merchantable quality, free of defects and reasonably fit for its intended purposes. The City may inspect such goods and services at any time, but neither inspection nor not-inspection by the City relieves Contractor of its obligations hereunder. If the City considers that any goods or services fail to conform to specifications or fail to otherwise meet requirements herein, Contractor at its sole expense shall promptly make the necessary replacements or repairs. No express warranty or condition herein, nor any other term, shall limit or exclude any warranty or condition otherwise imposed by statute. All warranties shall remain in effect notwithstanding termination of this Order by the City. Contractor shall assign to the City or shall enforce for the benefit of the City, any and all warranties granted by manufacturers, suppliers or subcontractors.
4. **Purchase Order Number:** The City of Port Coquitlam (the "City") Purchase Order number(s) will appear on all bills of lading, waybills, invoices, progress billing, packing slips, containers, packages and correspondence.
5. **Invoices:** Contractor shall send separate invoices for each order to the following:
  - Preferred method:** Email:  
[accountspayable@portcoquitlam.ca](mailto:accountspayable@portcoquitlam.ca)
  - Alternative method:** submit a hard copy to;  
City of Port Coquitlam  
Attention: Accounts Payable  
2580 Shaughnessy Street  
Port Coquitlam, B.C. V3C 2A8

Invoices must be submitted within forty eight (48) hours of delivery of goods or performance of services, showing the Order number and the goods and services invoiced. Contractor must show as a separate item on the invoice any brokerage, duty fees, applicable sales taxes, authorized special charges for packing, boxing, crating, or services and freight charges, and show on the invoice to which item it is applicable. Contractor shall provide copies of actual freight bills to support any freight charges. If applicable, any cash discount periods shall be calculated from the date the invoice is received by the City.

6. **Price:** All prices, fees and costs associated with this Order herein shall be in Canadian funds, unless otherwise noted on the order and agreed to by the City. Contractor shall not charge any prices for goods in excess of the lowest prevailing market price at time of shipment, unless otherwise agreed to by the City and specified in this Order herein.
7. **Payment and Discounts:** Payment terms are net thirty (30) days from the date the goods are received and accepted by the City or receipt of invoice, whichever is later. Early payment discounts will be calculated from the date the goods are received and accepted by the City, or receipt of invoice, whichever is later. The City will not be responsible for the payment for any goods supplied or services provided without a City purchase order or City contract. Payment of any invoice prior to the delivery of the goods or provision of services may be made by the City, and such prior payment shall not be deemed to be an acceptance of the quantity and quality of the goods or services as invoiced, or at all.
8. **Payment Set Off:** The City may withhold sums due to Contractor hereunder and apply such sum against Contractor's obligations to its suppliers or subcontractors in relation to this Order or as a set off for any damaged or defective goods or services not performed in accordance with the terms hereof.
9. **Audit:** If payment for goods supplied or services provided hereunder is made on the basis that the price directly relates to Contractor's costs, the City shall have the right to audit Contractor's records relating to such costs, at any reasonable time for one year after the last goods were delivered or the last services performed by Contractor.
10. **Taxes:** In the event that Contractor charges PST and GST, Contractor must provide their PST and GST registration numbers to the City with the delivery of the invoice.
11. **F.O.B. Point:** Unless otherwise agreed to in writing, all deliveries will be "Free on Board" (FOB) Destination, Freight Prepaid, to the shipping location designated by the City.
12. **Shipping:** If this Order specifies a method of shipping, carrier or route, no deviation from those terms may be made without the City's prior approval. Contractor shall be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route. The City reserves the right to cancel any goods not shipped within the time specified in this Order.
13. **Customs:** For all shipments outside of Canada, Contractor shall ensure that properly executed customs documents are completed for shipments originating outside of Canada and those documents must accompany each shipment, unless instructed otherwise by the City. Contractor will be responsible for paying any excise tax or other customs duties in force at the time of shipment. Contractor to Identify the City's Customs Broker's contact information as follows:
  - Livingston International Inc.
  - 17735 1<sup>st</sup> Avenue Surrey, BC
  - Canada V3S 9S1
  - Phone: 604.538.1144
  - Fax: 604.538.2826
14. **Packing:** No extra charges by Contractor will be allowed for tarping, special handling, packing boxing, crating, or for cases, packages, pallets, drums, reels, or boxes, unless the charges are agreed to by the City and specified in this Order herein.

Contractor shall mark all cases, packages, and bundles delivering the goods with the Order number. Contractor shall enclose a packing slip with each shipment showing the Order number and full description of all goods. Contractor shall be responsible for any damages to the goods resulting from improper packing.

15. **Substitutions:** No substitutions of goods and/or products will be accepted unless they are authorized by the City. The substituted goods must conform to specifications and be equal or better in terms of value, functionality, performance, durability and availability.
16. **Returns:** In the event the City receives damaged or defective goods, the City may return goods to Contractor for replacement. Contractor shall be responsible for all costs associated with the return and replacement of any damaged or defective goods, including all freight and handling charges.
17. **Specifications and Drawings:** The City has the unlimited right, without charge, to use all specifications and drawings provided hereunder by Contractor for any purpose whatsoever (other than resale), including the purchase of equipment parts for repairs or replacement.
18. **Patent Infringement:** Contractor shall indemnify and hold harmless the City against any and all loss, liability or expense attributable to any claim for alleged infringement of patent, copyright, trade mark or trade secret arising out of the purchase or normal use of the goods herein or out of the performance of services herein, and Contractor at its sole expense shall defend each such claim, provided that the City may participate in the defence without relieving Contractor of its obligations herein.
19. **Property Rights:** Title to all goods provided and services performed pursuant to this Order and provided by Contractor for incorporation into the project on which Contractor supplies goods or performs services shall pass to the City on delivery to the City's property. However, Contractor at its own cost shall promptly repair, restore or replace all such goods lost, damaged or destroyed before Contractor completes the delivery of goods or performance of services.
20. **Conflict of Interest:** Contractor warrants and represents that neither it nor any of its officers or directors or any employee with authority to bind Contractor has any financial or personal relationship to or affiliation with any elected officials or employees of the City or their immediate families which might in any way be seen to create a conflict between the loyalties owed by such official or employee to the City and the loyalties owed directly or indirectly to Contractor.
21. **Performance and Safety:** Contractor shall perform all services hereunder diligently and carefully in a good and workmanlike manner, and shall furnish all skills, labour, supervision, equipment, materials and supplies required. Contractor shall perform all services in strict compliance with WorkSafeBC regulations, Contractor's work safety procedures approved by the City, and in strict compliance with the City's safety procedures that Contractor has been instructed to follow. The Contractor agrees that it is the "Prime Contractor" for the purposes of the Worker's Compensation Act and Regulations, unless otherwise advised and accepted in writing by an authorized officer, employee or agent of the City.  
On completion of the work, Contractor shall leave the City's property clear of all tools, equipment and waste.
22. **Hazardous Goods and Work Conditions:** Contractor is solely responsible for determining the nature and scope of all risks arising from any equipment, tanks or containers in or upon which services are to be performed by Contractor that may have contained or contain hazardous or toxic substances or chemicals, and without limitation, Contractor assumes all responsibility and liability in connection therewith. Contractor shall identify hazardous or toxic goods with warning labels and shall provide to the City, written instructions concerning potential hazards and recommended procedures for the handling and transportation of the goods, and shall provide health and safety data if the goods consist of chemical products. Contractor shall provide a copy of the current MSDS sheet in compliance with WHMIS for all hazardous goods to the City prior to shipment of goods.
23. **Work Changes:** Contractor shall not, without prior written authorization, make any alterations or substitutions in the services, or perform extra services. Contractor is not entitled to any payment for services not approved in advance and as per Order.
24. **Builders Liens:** Contractor at its own expense shall promptly discharge any builder's liens or other charges registered against the City's property in relation to any labour, services, equipment, materials and supplies used in performance of the services. The provisions of the Builders Lien Act, SBC 1997, c. 45 otherwise apply.
25. **Permits:** Contractor at its own expense shall obtain and maintain all permits and licenses required to authorize it to perform the services hereunder.
26. **Business License:** Vendors conducting business with the City will provide a current City of Port Coquitlam or Tri Cities Inter-municipal business license.
27. **CSA Approval:** All electrical equipment must be CSA approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker.
28. **Disputes:** In the event of a dispute, the City and Contractor shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. By providing written notice to the other party, either party may refer the dispute to be finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre under its rules.
29. **Termination:** The City may terminate this Order at any time by giving reasonable notice to Contractor, and thereupon the City shall be relieved of all further obligations hereunder except for the payment of the balance outstanding for the goods supplied or services performed to the time of termination. Termination shall be without prejudice to any other rights or remedies the City may have against Contractor. In no event shall Contractor be entitled to damages or compensation for anticipated profits that may be lost because of such termination.
30. **Insurance:** Unless otherwise specified on this Order herein, during the performance of services by Contractor, Contractor shall maintain at its own expense at least the following insurance: (a) Worker's Compensation insurance or coverage in full compliance with all laws of the jurisdiction in which the work is performed, and Contractor shall provide WorkSafeBC registration numbers; (b) Automobile Liability Insurance covering both owned and non-owned automotive vehicles; and (c) Comprehensive or Commercial General Liability Insurance in an amount not less than \$5,000,000 inclusive per occurrence against bodily injury and property damage. At the reasonable request of the City, Contractor shall satisfy the City that such insurance is in effect.
31. **Indemnity:** Notwithstanding the insurance provisions above and in the Order, Contractor shall indemnify and hold harmless the City, its contractors, and their respective employees and agents from and against any and all losses, claims, damages, causes of action, costs and expenses, including legal fees and expenses, of any kind whatsoever that the City may sustain, incur, suffer, or be put to at any time in connection with the performance of this Order herein, where the same are based upon, arise out of or occur, directly or indirectly, in relation to any act or omission of Contractor or of any agent, employee, officer or director of Contractor in respect of this Order herein, excepting liability arising out of the independent acts of the City. Contractor at its sole expense shall defend all

claims or suits in respect of the foregoing, but the City may participate in the defence thereof without relieving Contractor of any obligations hereunder.

32. **Notices:** Notices under this Order herein shall be in writing, and may be delivered personally, electronic mail, courier or registered mail.
33. **Assignment:** Contractor may not, without the City's prior written consent, assign this Order, any monies due hereunder, or any claim arising in connection herewith, or subcontract all or any portion of the services to be performed. The City's consent to any assignment or subcontract shall not relieve Contractor from its obligations under this Order herein.
34. **Laws:** Contractor shall comply with all applicable laws, bylaws, orders, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, without limitation, all laws governing occupational health and safety and protection of the environment. Any contract created by the acceptance of this Order herein shall be interpreted according to the laws of the province of British Columbia.
35. **Conflict:** Terms indicated on this Order herein shall prevail in case of conflict or inconsistency with these general terms and conditions.
36. **Waiver:** Any failure of the City to enforce or require the strict keeping or performance of any of the *Terms and Conditions of Purchase* will not constitute a waiver and will not affect or impair the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such Terms and Conditions.
37. **Time:** Time will be of the essence in this agreement.

#### Contact

Office of the Purchasing Manager  
Tel 604.927.5430  
Fax 604.927.5313  
Email [purchasing@portcoquitlam.ca](mailto:purchasing@portcoquitlam.ca)

#### Mailing Address

City of Port Coquitlam  
Public Works Building  
1737 Broadway Avenue  
Port Coquitlam BC V3C 2M9

Vs 2 June 20, 2017

