



MID-VALUE PROCUREMENT - GOODS

DEFINITIONS AND GENERAL TERMS AND CONDITIONS

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DEFINITIONS

The following definitions shall apply to this IRFQ and any resulting order or Contract:

- a) **"Bid"** means a document submitted by a Bidder in response to this IRFQ;
- b) **"Bidder"** means the individual or legal entity submitting a Bid;
- c) **"Contract"** means the agreement for the execution and performance of the duties, responsibilities and obligations, as required under this IRFQ and in accordance with the Bid, which is formed upon the award of the IRFQ;
- d) **"Contractor"** means the entity to which the Town awards a Contract as a result of this IRFQ;
- e) **"Deliverables"** means any goods, services, or construction, or combination thereof provided, or to be provided, by the Contractor as part of delivering the project described in the IRFQ and the Contract
- f) **"IRFQ"** means this Invitational Request for Quotation document in its entirety, including any schedules or addenda attached;
- g) **"Procurement By-law"** means Town's Procurement By-law, as may be replaced or amended from time to time;
- h) **"Shall" or "Must"** indicates a mandatory requirement that must be agreed to, completed and complied with. Failure to agree, complete and comply will result in your Bid being rejected;
- i) **"Town"** means The Corporation of the Town of Aurora.

1. GENERAL TERMS AND CONDITIONS

- 1.1.** The goods, material, articles, equipment, work or services, specified or called for in or under this IRFQ, shall be delivered or completely performed, as the case may be, by the Bidder 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 an official order therefore.
- 1.2.** The prices quoted in this IRFQ - shall be payable in Canadian Funds and shall be exclusive of all taxes. Taxes are to be shown separately where applicable.
- 1.3.** The prices quoted in this IRFQ shall be based on the goods, material, articles or equipment referred to herein, being delivered F.O.B. destination, freight prepaid and allowed.
- 1.4.** The Town's terms of payment are Net 30 days.
- 1.5.** Notwithstanding the above, all Work under the Contract will be on as-needed basis when requested by the Town. The Town does not warrant or represent any quantity of Work under the Contract and the Town may choose, at its discretion, not to assign any Work under the Contract. The quantity set out above is only an estimate and that payments will be made for the actual measured quantities of work performed in accordance with the Contract
- 1.6.** Any Contract executed pursuant to this IRFQ will not be an exclusive contract for the provision of the described work, services or deliverables. The Town may contract with others for the same or similar work, services or deliverables, by way of a further procurement or otherwise, or may obtain the same or similar work, services or deliverables internally.
- 1.7.** The Town shall have the right to cancel at any time any Contract or any part of any Contract resulting from an official order based on this IRFQ in respect to the goods, material, articles, equipment, work or service covered thereby, not delivered or performed at that time, without incurring any liability whatsoever in respect thereto.
- 1.8.** The Contractor shall not have any claim for compensation or damages against the Town for any stoppage or delay for any cause whatever.
- 1.9.** All goods, material, articles or equipment, supplied, and all work or services performed, pursuant to an official order based on the IRFQ, shall be subject to inspection by the Town at the point of unloading, or the site or work or service. No extra charge shall be made by the Bidder for packaging, packing or containers.
- 1.10.** No verbal arrangement or agreement, relating to the goods, material, articles, equipment, work or service specified or called for under this IRFQ will be considered binding, and every notice, advice or other communication, pertaining thereto, must be in writing and signed by a duly authorized person of the Town.
- 1.11.** The Contractor shall at all times will and truly save, defend, keep harmless and fully indemnify the Town and its servants, employees and agents, from and against all

actions, suits, claims, demands, loss, costs, charges, damages and expense, brought or made against or incurred by the Town, its servants, employees or agents, in any way relating to goods, material, articles or equipment, supplied, or the supplying thereof, or work or services, performed, or the performing thereof, pursuant the Contract or any official order based on this IRFQ, or relating to inventions, copyrights, trademarks or patents, or rights thereto, used in supplying such goods, material, articles or equipment, or in performing such work or services, or arising out of the subsequent use or operation of such goods, material, articles, equipment or work.

- 1.12.** In the event that the Bidder fails or neglects to comply with any of the conditions set out in this IRFQ, any Contract resulting from an official order based on this IRFQ may be unconditionally cancelled by the Town without notice.
- 1.13.** If the case that any person or corporation contracting with the Town pursuant to this IRFQ, is found to have provided, or agreed to provide, any interest to a Town employee in relation to the Contract, or the award of the Contract, then such Bidder or Contractor, and their representatives and assigns, shall forfeit all claims under the Contract, and for all work done, or material, goods, wares or merchandise, furnished under it and the Town will have a right to terminate any resulting Contract at any time.
- 1.14.** The Town reserves the right, in its sole discretion, to terminate any Contract resulting from this IRFQ, in whole or in part, for any reason or for no reason, upon providing thirty (30) Days prior written notice to the Contractor.
- 1.15.** Should a dispute arise from the terms and conditions of the IRFQ, regarding the meaning, intent or ambiguity, the decision of the Town shall be final.
- 1.16.** Any product or service found to be defective, failed, or unsuitable for its intended use, shall be unconditionally replaced, repaired, or returned for 100% credit. The Town shall not be liable for any restocking charges or additional transportation charges incurred as a result of such replacement, repair, or return. Only a proven case of abuse or careless use by the end user shall serve as an exception to this provision.
- 1.17.** The Contract, any work resulting from this IRFQ or Contract, or any part thereof, or any monies payable pursuant to the Contract, shall not be transferred, assigned or otherwise disposed of without prior written consent of the Town. Such written consent however shall not under any circumstances relieve the Bidder/Contractor of his/her liabilities and obligations under this IRFQ or Contract and shall be within the sole and unfettered discretion of the Town.
- 1.18.** Upon completion of the Contract by the Contractor, a written performance evaluation of the Contractor may be completed by the Town and the evaluation shall be placed in the Town file corresponding to the Contractor. A copy of the evaluation and supporting documentation may be made available to persons requesting Town references for a future contract and also may be reviewed and may form part of the criteria when considering the Town's future award of contracts. The Contractor

authorizes the completion, maintenance and release of any information that forms part of the evaluation.

- 1.19.** The Contractor agrees that any services being performed under the Contract will be in accordance with the provisions and regulations set out in the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c. 11, as amended, and its associated Accessibility Standards for Customer Service (O. Reg 429/07) by ensuring only appropriately trained consultants, agents, officials, employees or subcontractors are assigned to the work. If requested by the Town, the Contractor shall make available to the Town all documents associated with the training of and/or written confirmation that its employees, agents, officials or subcontractors have been appropriately trained as required under the Accessibility for Ontarians with Disabilities Act, 2005, and the regulation(s) made thereunder.
- 1.20.** Any correspondence, documentation and information provided to staff of the Town by any Bidder or Contractor in connection with, or arising out of, this IRFQ, including any Bid, shall become the property of the Town, and as such, shall be subject to Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). Bidders/Contractors are advised to identify any material, scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury if the information were to be released to the public. Further, any parties providing personal information to the Town pursuant to this IRFQ or the Contract are deemed to have consented to such information being used in the evaluation and the administration of the Bids and the Contract, at the discretion of the Town. Any questions relating to the MFIPPA are to be directed to the Town Clerk.
- 1.21.** Notwithstanding anything else, the parties acknowledge and agree that the Contractor shall be responsible for ensuring the health and safety of any of its employees, sub-contractors, sub-consultants and personnel conducting services or providing deliverables under the Contract, and the Contractor shall be responsible for compliance at all times with any applicable laws, rules, orders, regulations, decrees, policies, directives, mandates, guidelines and recommendations put in place by any government body in relation to COVID-19 or the associated pandemic, including Town policies relating to personal protective equipment and vaccination requirements, (collectively the "Pandemic Regulations"), as amended from time to time, regardless of when a Pandemic Regulation is introduced, put into place or varied. The Town may at any time request the Contractor to provide health and safety protocols put in place by the Contractor with respect to COVID-19 and proof of compliance with any Pandemic Regulations and the Contractor is forthwith required to provide the same.

Contractors are responsible for being informed about and satisfying themselves with respect to any applicable Pandemic Regulations. Information with respect to Town policies and regulations can be provided upon request by the Contractor.

Notwithstanding anything else, the Contractor shall not be entitled to payment for any costs, charges or delays incurred as a result of Pandemic Regulations or COVID-19 or the associated pandemic, including the costs for acquiring any equipment or supplies to comply with Pandemic Regulations, or any other costs or losses incurred as a result of COVID-19, including the costs related to varying any work methods or personnel, or related to increased material costs.

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