TABLE OF CONTENTS

SCOPE
These Standard Document Terms and Conditions form a part of each Document and apply in like force to contracts for the purchase of materials, supplies, equipment and services. All Vendors will be bound by the terms and conditions set forth, except as specifically qualified in Special Provisions an Specifications issued in connection with any individual Document.

ORDER OF PRECEDENCE OF DOCUMENTS
"Special Provisions and Specifications" take precedence over any other portion of this Document, and may in some cases CONTRADICT OR OVERRIDE a clause or clauses contained in the STANDARD TERMS AND CONDITIONS section. The eventual Contract will consist of this Document (with the Special Provisions and Specifications section taking precedence), the responding submission of the successful Vendor, the official Purchase Order and all other related Contract documents.

DEFINITIONS:
CONTRACT:
Means the agreement in writing governing the performance of the work set out in the Document which has been executed by the Town of Halton Hills and the successful Vendor, following acceptance by the Town of Halton Hills of the successful Vendor's Document submission.

CONTRACTOR:
Means the legal entity undertaking the execution of the work under the terms of the Contract.

DOCUMENT:
It shall be understood that any references to the "Document" in the Standard Terms and Conditions/ Special Provisions and Specifications means any writing or inscription that furnishes evidence, and shall include all components of this issuance, Vendor's Document submission, and the subsequent contract(s).

F.O.B. POINT:
Means the location to which the Vendor is responsible to transport goods to be delivered by the Vendor at the Vendor's expense and at which title of the goods passes from the Vendor to the Town of Halton Hills.

INTERPRETATION:
All words and pronouns relating thereto shall be read and construed as to the number, gender and tense as the context of each case requires, and the verbs shall be read and construed as agreeing with the required word and pronoun.

PROPOSAL/TENDER/QUOTATION:
Shall represent the executed Successful Bidder's submission as approved by the Town of Halton Hills.

RESPONSIBLE VENDOR:
Means one who can reasonably be expected to provide satisfactory performance on the proposed contract based on reputation, references, performance on previous contracts, and sufficiency of financial and other resources. Any information received in response to enquiries made by the Town of Halton Hills of third parties apart from those provided in your response in relation to the integrity and reliability of the of the vendor may also be considered in determining if the vendor is responsible. A poor or negative reference may be grounds for rejection of a bid.

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RESPONSIVE VENDOR:
Means one who complies with the provisions of the bid solicitation, including special provisions, specifications, contractual terms and conditions.

SPECIFICATIONS:
Means all written or printed descriptions, instructions or parameters in the Document pertaining to the method and manner of performing the scope and requirements of the work, including those pertaining to the quantities and qualities of the work.

SUB-CONTRACTOR:
Means a legal entity undertaking the execution of a part of the work, as agreed to in writing by the Town of Halton Hills, pursuant to an agreement with the Vendor.

SUPPLIER/SUCCESSFUL BIDDER:
Shall represent the bidder whose proposal is accepted and approved by the Town of Halton Hills Council.

VENDOR:
A Seller of Goods and Services and includes Bidders, Contractors, Professional Services and other Companies, Partnerships and Proprietorships.

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1.0 INTENT

The intent of this Document is to procure for the Town of Halton Hills the goods and services indicated in accordance with the minimum specifications outlined herein.

2.0 ALLOCATION OF RISK

The Town of Halton Hills shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Vendor prior or subsequent to or by reason of the acceptance or the non-acceptance by the Town of Halton Hills of any Vendor Document or by reason of any delay in its acceptance.

3.0 FAILURE TO ACCEPT OR UNSATISFACTORY PERFORMANCE

The Town reserves the right to remove from eligibility to submit bids for an indeterminate period, the name of any Vendor for failure to accept the Contract, or the name of any Vendor for unsatisfactory performance of the contract.

4.0 MANDATORY SITE MEETING

In the event that no potential bidders or only one potential bidder attends the site visit, the Town, at their sole discretion, reserves the right to re-schedule a second visit, to ensure competitive submissions are received.

5.0 DOCUMENT SUBMISSION

5.1 **ELECTRONIC BID SUBMISSIONS ONLY,** shall be received by the Bidding System, no later than **2:00:00 p.m. (14:00:00 hours) local time, as noted in the Bidding System.**

5.2 All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the Bid Call Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System. Bidders are cautioned that the timing of their Bid Submission is based on when the

Bid is **RECEIVED** by the Bidding System, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an ***"Internet Traffic Jam***" due to file transfer size, transmission speed, etc.

5.3 For the above reasons, the Owner recommends that Bidders allow sufficient time to upload their Bid Submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing time and date shall be determined by the Owner's Bidding System web clock.

5.4 The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact technical support at bids&tenders via email: support@bidsandtenders.ca.

5.5 Late Bids shall not be accepted by the Owner's Bidding System.

5.6 To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at **https://haltonhills.bidsandtenders.ca**

5.7 The Town of Halton Hills reserves the right to solicit Document submissions in alternative forms to 4.1 Such alternatives will be noted within the Document.

6.0 DOCUMENT WITHDRAWAL

6.1 A Vendor may request to withdraw or substitute all or part of their Document at any time up to the official closing time through the Bidding System.

6.2 Vendors may edit or withdraw their Bid Submission prior to the closing time and date. However the Vendor is solely responsible to:

i) make any required adjustments to their Bid; and
ii) acknowledge the addendum/addenda; and
iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

7.0 RESPONSE REQUIREMENTS

7.1 DOCUMENT FORM

Vendor Document Forms are supplied by the Town of Halton Hills so that all Vendors respond under the same conditions for ease of comparison and consistent contractual content.

7.2 LEGAL INTERPRETATION

The validity and interpretation of this Document, and of each clause and part thereof, shall be governed by the law of the Province of Ontario.

7.3 DOCUMENT FAMILIARIZATION

It is the Vendor's responsibility to clarify any necessary details with the contact person named in the Document before submitting their response; and the Vendor shall carefully examine all components of the Document, to determine the extent of work. The Vendor shall be responsible and may visit the site to determine all existing conditions, limitations and difficulties that could be encountered. No additional payments will be made for any costs incurred through failure of the Vendor to familiarize themselves with the site conditions.

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7.4 **FURTHER INFORMATION**

Where further information is requested throughout the Document, such information forms part of the Document and must be supplied/completed as required.

7.5 **DETAILS IN QUESTION**

It will be the Vendor's responsibility to clarify with the Town of Halton Hills, any necessary details before submitting their Document.

7.6 **ORAL INFORMATION**

The Vendor shall not rely upon any oral information or representation provided to them by the Town of Halton Hills or any person connected to the Town of Halton Hills, nor upon any written information or representation other than the Document, but are to base their Vendor Document submission on their own knowledge, field examination, information and judgement. The Vendor represents and agrees that by making their Vendor Document submission, they are willing to assume all risk of the work even if it proves to be more onerous than was contemplated when the Vendor Document submission was signed.

7.7 **ALTERATIONS OR VARIATIONS**

7.7.1 No alterations or variations of the terms of the Document shall be valid or binding upon the Town of Halton Hills unless authorized by the Town of Halton Hills in writing by formal Addendum.

7.7.2 No oral explanation or interpretation shall modify any of the requirements or provisions of the Document.

7.7.3 Vendors may include attachments to expound on their service or products.

7.8 **ADDENDUM**

Bidders shall acknowledge receipt of any addenda when submitting their Bid through the Bidding System. Bidders shall check a box for each addendum/ addenda and any applicable attachments that has been issued before a Bidder can submit their Bid submission online.

Addendum/Addenda will typically be issued through the Bidding System, Forty-eight (48) Hours prior to Closing Time and Date.

In the event an addendum is issued within Forty-eight (48) Hours prior to Closing Time and Date, it may include an extension of the Closing Time and Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at https://**haltonhills.bidsandtenders.ca** prior to submitting their Bid and up until Bid closing time and date in the event additional addendums are issued.

The Owner encourages Bidders **not** to submit their Bid **prior to** forty-eight (48) hours before the Bid closing time and date, in the event that an addendum is issued. If a Bidder submits their bid prior to this or at any time prior to the bid closing and an addendum/addenda is issued by the Owner, the Bidding System shall **WITHDRAW** their Bid submission and change their Bid submission to an **INCOMPLETE STATUS** (**NOT accepted by the Owner**) and the Withdrawn Bid

PREVIEW
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can be viewed by the Bidder in the "**MY BIDS**" section of the Bidding System. The Bidder is solely responsible to:

i) make any required adjustments to their Bid; and
ii) acknowledge the addendum/addenda; and
iii) Ensure the re-submitted Bid is **RECEIVED** by the Bidding System no later than 2:00:00 p.m. (14:00:00 hours) local time, on the Bid Closing Date.

7.9 **VENDOR PROFILE**

7.9.1 The Vendor shall be actively engaged in the line of work required by the Document, and shall be able to refer to work of a similar scope and nature performed by them.

7.9.2 A Vendor must be prepared, when requested, to present evidence of experience, ability, capacity, services facilities, financial resources and managerial controls necessary to satisfactorily meet the requirements set forth or implied in the Document.

7.10 **NON-RESPONSIVE DOCUMENT**

Documents which are, or which contain an insufficient deposit, bond or surety when and in the form requested, shall be rejected.

7.10.1 Withdrawal after closing time is not permitted.

8.0 **PERIOD OF IRREVOCABILITY**

The Vendor Document submission shall be irrevocable from the close of the call until the execution of the Contract by the Town of Halton Hills, or the passage of 90 days following the close of the call, whichever shall occur first, unless expressly stated otherwise in the Special Provisions of the Document.

9.0 **PRICE AND SOURCE DISCLOSURE**

Quotations and Tenders for purchase values of $25,000 or more will have the bidder's name and total amount noted on the Town's website. Other prices and sources will be confidential and not revealed to the competitors. This policy is supported by The Municipal Freedom of Information and Protection of Privacy Act.

10.0 **AWARD PROCESS**

The Town of Halton Hills typically awards quotes and tenders to the lowest priced bid. However other items are taken into consideration for award and the lowest priced bid is not necessarily always accepted.

10.1 **CONSIDERATION FOR AWARD**

10.1.1 The Town of Halton Hills reserves the right not to accept the lowest priced submission in the following cases:

- the lowest-priced Document submission may not result in the lowest cost to the Town of Halton Hills
- the Town of Halton Hills decides in good faith and/or for reasonable cause to award the contract to other than the lowest priced Vendor
- the call being cancelled due to financing problems or changing economic circumstances
- information becoming available after closing which significantly changes the scope or extent of the project

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- the lowest priced Document submission is not the most efficient and cost-effective to the Town of Halton Hills (i.e. slightly higher cost but an earlier completion date, may be considered the most efficient or cost effective to the Town of Halton Hills)
- failure by the lowest priced Vendor to provide acceptable security
- where in good faith and for reasonable cause it is not in the best financial interests of the Town of Halton Hills to accept the lowest- priced Document submission

10.1.2 The Town of Halton Hills reserves the right to award the Contract in its entirety or in part, to one or more Vendors, in accordance with our requirements.

10.1.3 Acceptance of the Document shall be by Purchase Order unless otherwise stated.

10.1.4 Evaluation of the Document will include consideration of Responsive and Responsible Vendors.

10.1.5 The evaluation process, in determining which Document submission will result in an award, will consist of, but not be limited to, delivery date, price, quality of goods and services offered, performance, ability to be maintained or any special or extra costs involved therein, enhancement to minimum specifications, Vendors' qualifications and reliability.

10.1.6 Various payment options will be considered as put forth by Vendors however, in comparing Documents, the cost to the Town of Halton Hills will be based on and include the opportunity cost of funds as estimated at the sole discretion of the Town of Halton Hills.

10.2 **ALTERNATIVE PRODUCTS**

In the event that the Vendor is in a position to offer an equal or better proven method or product, taking into consideration overall costs, they may submit a price alternative in accordance with the Document and provide references to verify your opinion.

10.3 **INSPECTIONS/DEMONSTRATION/TESTING**

10.3.1 The Town of Halton Hills reserves the right to inspect and have a demonstration of the products/equipment/services offered prior to award of the Document.

10.3.2 The inspection of all commodities including, where necessary, the conducting of chemical and physical tests to determine whether or not the specifications are being complied with, shall be made in the manner prescribed by the Town of Halton Hills.

10.4 **CSA OR ESA APPROVAL**

All electrical equipment and component parts must be Canadian Standard Association (CSA) or Electrical Safety Authority (ESA) approved.

10.5 **STAFF TRAINING/INSTRUCTION**

The successful Vendor shall provide qualified training personnel to instruct the Town of Halton Hills operators until they are familiar and competent in the operation and daily maintenance of the purchased goods or services. Unless otherwise

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stated, this cost will be included in the purchase price.

10.6 **PACKAGING**

10.6.1 **STANDARD REQUIREMENTS**

Commodities shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers. The containers will remain the property of the Town of Halton Hills unless otherwise stated in the Document. Where materials are stored in refillable containers, e.g., chlorine cylinders, gas, etc., rental charges must be shown separately, if applicable, and not included in the unit price.

10.6.2 **ENVIRONMENTAL CONSIDERATION**

The Town of Halton Hills will consider any creative solutions to resolve packaging waste by implementation of the 3R's (reduce, reuse, recycle). To be considered, all pertinent data must accompany this Document.

10.7 **NEW GOODS**

Any goods delivered must be standard new goods of the latest model except as otherwise specifically stated in the Document.

10.8 **APPROVED SUBSTITUTE**

If the Vendor is not able to deliver the specified goods or services after receiving notification of award, they will be required to submit an approved substitute at no extra cost to the Town of Halton Hills. Failure to do so may result in additional charges incurred by the Town of Halton Hills to obtain the goods from alternate sources. These charges will be passed on to the Vendor for non-performance. All substitutes must be approved in writing by the Town of Halton Hills.

10.9 **DEFECTIVE/INFERIOR GOODS AND SERVICES**

10.9.1 Should the Vendor at any time offer for acceptance any Goods or Services described within this Document which is deemed to be of inferior quality in the opinion of the designated Town of Halton Hills Official, such material shall not be accepted.

10.9.2 At any time within the Contract period, the Town of Halton Hills reserves the right to accept or reject Goods or Services that it deems inferior and they will be subject to replacement or 100% refund of purchase price, including ALL associated costs of supply (e.g.-freight).

The following is at the Town of Halton Hills discretion:

- charge the Vendor for any shipping and removal costs, and;
- use or consume the material and discount the price and;
- return the materials forthwith, without penalty of any re-stocking charges.

10.9.3 Should the Town of Halton Hills determine that goods received are defective or substandard, the Town of Halton Hills shall have sole discretion to:

- reject the goods outright;
- return the goods whether they have previously been accepted or not;
- require the Vendor to retrieve the goods at its own expense;
- use the goods and adjust the price accordingly;
- require the Vendor to replace the goods forthwith at no extra cost.

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10.9.4 Under no circumstances will the Town of Halton Hills be responsible for restocking charges.

10.10 **REJECTED GOODS AND SERVICES**

When commodities are rejected, the same must be removed by the Vendor from the premises of the Town of Halton Hills within five (5) days after (written, fax or email) notification unless public health and safety require immediate destruction or other disposal of such rejected commodities in which case the Town of Halton Hills may take such actions as it deems necessary. Rejected items left longer than five (5) days will be considered abandoned and the Town of Halton Hills shall have the right to dispose of them as its own property.

10.11 **MATERIAL SAFETY DATA SHEETS**

Material Safety Data Sheets must be included with the delivery of the goods.

10.12 **DEBRIEFING/DISPUTE RESOLUTION**

If a bidder disputes an award decision, the bidder may request a debriefing from the Manager or designate. The award will be held for a week pending any emergency or urgent need. If after this debriefing, the bidder still disputes the decision, an appeal shall be conducted by a Dispute Committee, which shall hear from both Corporation staff and the supplier at a time and place appointed in writing by the Committee. The Dispute Committee shall be comprised of the Manager of Purchasing or designate, and the Senior Management Team member of the using department involved. The decision of the Dispute Committee shall be in writing and it shall be final.

11.0 **DELIVERY**

11.1 **F.O.B. POINT**

The F.O.B. point shall be the destination contained either in this Document or on the purchase order.

11.2 **TIME IS OF THE ESSENCE**

Time is of the essence for the delivery or provision of the goods/services or either of them requested herein. The delivery date must be adhered to, as the Town of Halton Hills is relying on that date for their part of its operations. Failure to comply with the time schedule herein, in providing the goods/services may result in the Town of Halton Hills taking further action to obtain an alternative supply, in which event the cost incurred shall be charged to the successful Vendor up to the time that the goods/services outlined in this Document are provided. If such cost is not paid by the successful Vendor, it shall be deducted from the balance of the purchase price owing. Where it is not possible to obtain the goods/services on or before the date of delivery, the Town of Halton Hills will charge back to the successful Vendor the difference in cost between the price submission and the acquisition cost of the alternative goods/services.

11.3 **LATE DELIVERY**

Failure of a Vendor to deliver within the time specified or within a reasonable time as interpreted by the Town of Halton Hills in its sole discretion or failure to make replacements of rejected commodities when so requested, will constitute authority for the Town of Halton Hills to purchase in the open market to replace the commodities rejected or not delivered. The Town of Halton Hills reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Vendor agrees to promptly reimburse the Town of Halton Hills for excess costs incurred by such purchases.

PREVIEW
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Such purchases will be deducted from the contract quantities.

12.0 **SAFETY AND PROTECTION**

12.1 The Town of Halton Hills is committed to promoting health and safety in the workplace by preventing accidents, injuries and occupational illnesses. In keeping with this policy, all Vendors (and, where applicable, their sub-contractors) should be aware of and abide by the Occupational Health and Safety Act, R.S.O. 1990, prior to commencing, during and after completion of all work activities engaged in on Town of Halton Hills premises.

12.2 The Vendor shall:

- comply with all laws, ordinances, rules and regulations relating to the Work, and to the preservation of the public health;
- be responsible for the safety of all workers and equipment on the project in accordance with all applicable legislation;
- provide and maintain adequate barricades, warning signs, out of order signs and all necessary safety precautions.

12.3 In the event the Vendor deems any system or equipment to be unsafe, he shall take remedial action and immediately notify the Town of Halton Hills. The Vendor shall not leave the premises until steps have been taken to protect the public and occupants from all hazards in or with materials or equipment.

13.0 **PERMITS AND INSPECTIONS**

The Vendor shall include in their Vendor Document submission the cost of all licenses, approvals and other permits and inspections required by any governmental or other authority.

14.0 **INSURANCE**

14.1 The Vendor shall provide and maintain at its own expense, policies of insurance acceptable to the Town of Halton Hills, issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire period of the contract, for liability, for property damage, and damages resulting from injuries or death caused by accident arising out of the contracting operation and vehicle liability coverage.

14.2 Said policies of insurance shall be in a form satisfactory to the Town of Halton Hills and shall insure the Vendor, their employees, agents or any persons employed by them or under their control, in the amount of not less than Two Million Dollars ($2,000,000) per occurrence against liability for property damage and damages resulting from injuries or death caused by an accident arising out of the contracting operation and an amount of not less than Two Million Dollars ($2,000,000) per accident for motor vehicle liability coverage. The liability policy shall contain a clause stating that the Town of Halton Hills is an additional insured. The furnishing of this insurance shall not limit any of the indemnification, obligations or liabilities expressed elsewhere in the contract documents.

PREVIEW
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15.0 **WORKERS' SAFETY & INSURANCE BOARD COVERAGE**

15.1 Workers' Safety and Insurance Coverage is applicable and required where Vendors engage in any form of work on Town of Halton Hills premises. Vendors without Workers' Safety and Insurance Coverage shall be required to submit a "Certificate of Clearance" to enable the Town of Halton Hills to obtain a Workers' Safety and Insurance Board ruling to determine an "Independent Operator" status.

15.2 The Vendor clearly understands and agrees that it is not, nor is anyone hired by it, covered by the Town of Halton Hills under the Workers' Safety and Insurance Act, and it shall be responsible for and shall pay all dues and assessments payable under the Workers' Safety and Insurance Act, the Employment Standards Act, or any other Act, whether Provincial or Federal, in respect of itself, its employees and operations, and shall, upon request furnish the Town of Halton Hills with such satisfactory evidence that it has complied with the provisions of any such acts. If it fails to do so, the Town of Halton Hills shall have the right to withhold payment of such sum or sums of money due to it that would be sufficient to cover its default and the Town of Halton Hills shall have the right to pay same.

15.3 Information on coverage under the Workers' Safety and Insurance Act can be obtained directly from the Workers' Safety and Insurance Board.

15.4 The Town of Halton Hills is not deemed to be the employer of the Vendor or its personnel under any circumstances whatsoever.

16.0 **INDEMNITY**

16.1 Except for claims arising solely from the negligence of the Town of Halton Hills, the Vendor shall indemnify and save harmless the Town of Halton Hills, its officers, employees, councilors, contractors and agents from and against any and all claims, all costs and expenses including legal fees arising in any way out of the performance or non-performance of the work. Without limiting the generality of the foregoing, such claims include:

- all claims for personal injury or death;
- all claims in respect of damage to real or personal property, whether public or private, including but not limited to lands, buildings, structures, utilities, cleaning, fences, trees, shrubs, sod, roads, ditches, drains, litter containers, waste containers, casters and/or containers;
- all claims relating to any infringement of any right or privilege;
- all claims relating to inventions, copyrights, trademarks, or patents and rights thereto used in doing the work.

17.0 **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES, 2005 COMPLIANCE**

The Town is committed to the accessibility principles of preventing and removing barriers in accessing goods and services for people with disabilities and is bound by the Standards under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.
Regulations enacted under the Act apply to every designated public sector organization and other third parties that provide goods and services to the members of the public. The consultant/contractor, and all sub-contactors hired by the consultant/contractor in the completion of its work, will meet or exceed compliance with all applicable regulations

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under the Accessibility for Ontarians with Disabilities Act, 2005 as may be amended from time to time.
It is the consultant/contractors responsibility to ensure they are fully aware of, and meet all requirements under the Act.

18.0 **REMEDIES**

18.1 The rights and remedies of the Town of Halton Hills as set forth in any provision of the Contract shall not be exclusive and are in addition to any other rights or remedies provided by law or in equity or pursuant to the provisions of the Contract.

18.2 The exercise of any remedy provided by the Contract does not relieve the Vendor or its sureties from any liability under the Contract.

18.3 The Town of Halton Hills may take such steps as it considers necessary to remedy any breach of the Contract and any damages or expenditures thereby incurred by the Town of Halton Hills, plus a reasonable allowance for overhead, may be collected in the manner provided in the Document.

18.4 The failure of either the Town of Halton Hills or the Vendor to insist upon strict performance of any provisions of the Contract shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of such provisions on any future occasion.

19.0 **PRICE COMPONENTS**

19.1 **CURRENCY**
All references to dollar amounts herein will be in Canadian funds, unless otherwise specified.

19.2 **SALES TAXES, EXCISE TAXES AND DUTIES**

19.2.1 The Town of Halton Hills is subject to payment of Federal and Provincial taxes unless otherwise noted within the Document.

19.2.2 Should there be any approved variation in any tax or duty imposed by the Province of Ontario or the Government of Canada which becomes directly applicable to the goods/services being acquired during the term of this contract, the Vendor and the Town of Halton Hills mutually agree to allow the appropriate increase or decrease in the prices as of the date they become effective.

19.2.3 The onus is on the Vendor to bring to the Town of Halton Hills attention any such changes.

19.3 **WITHHOLDING TAX**

19.3.1 Payments to non-resident Vendors will be subject to a 15% withholding tax from payment for services rendered in Canada as required by the Canadian Income Tax Act.

19.3.2 Collection of the withholding tax by the Town of Halton Hills may be waived on receipt of certification which is available to non-residents through Revenue Canada.

19.4 **UNBALANCED PRICES**
Documents that contain prices which appear to be so unbalanced as likely to affect

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adversely the interest of the Town of Halton Hills shall be clarified and may be rejected.

19.5 **PAYMENT DISCOUNT/NON-PERFORMANCE**

Where there is a question of non-performance involved, payment in whole or in part will be withheld. In the event a cash discount is involved, the withholding of payment as provided herein shall not deprive the Town of Halton Hills from taking such discount.

19.6 **TRANSPORTATION AND DELIVERY CHARGES**

Unless otherwise specified under the Special Provisions and Specifications section of this document, prices documented shall be net prices including transportation and delivery charges fully prepaid by the Vendor to any specified destination within the Corporate limits of the Town of Halton Hills.

19.7 **INVOICE REQUIREMENTS**

Payments may be deferred, at the Town of Halton Hills option, if the following information is not shown on invoices:

- H.S.T. content for each article on a mixed supply
- Total H.S.T. charged (or included)
- Vendor's H.S.T. Number
- Vendor's Name/Address
- Date of Invoice
- Terms of Sale
- Complete product description
- Purchaser's Name and Ship to Location
- Purchase Order Number

19.8 **PAYMENT TERMS**

Vendors are encouraged to offer discounts for prompt payment. Discounts of 2%/20 days or better shall be considered in the evaluation and may affect the award decision. In the absence of a favourable discount, the standard of Net 30 days shall apply.

20.0 **DAMAGE CLAIMS**

20.1 **VENDOR RESPONSIBILITIES**

The Vendor shall be responsible for all damages caused by it, its employees, agents, any workers or persons employed by it, under its control, arising from the execution of the work, by reason of the existence, location, condition of work, any materials, plant or machinery used thereon or therein, or which may happen by reason of their failure or the failure of those for whom they are responsible, to do or perform any or all of the several acts or things required to be done by them under the contract, and agrees to hold the Town of Halton Hills safe and harmless from any such claims by third parties, including any legal costs incurred by the Town of Halton Hills in connection therewith on a solicitor/client basis.

20.2 **RIGHT TO RETAIN MONIES**

The Town of Halton Hills shall have the right to retain, out of any monies payable to the Vendor under this contract the total amount, from time to time, outstanding of all damage claims by third parties arising out of this or any other contract which have not been settled by the Vendor or its insurers. For the purposes of this paragraph, a claim has been settled if a payment has been made to and accepted by the claimant and a complete release obtained from it, or if the claim has been fully investigated and a complete denial of liability has been made to the claimant.

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20.3 **LIQUIDATED DAMAGES**

If the successful Vendor shall fail, neglect or refuse at any time to supply all materials to the Town of Halton Hills as specified within this Document, then the Town of Halton Hills shall be and is hereby empowered forthwith to procure such material elsewhere and to charge all costs thereby incurred to the Vendor as liquidated damages and to deduct the same from the monies due, or to become due to the successful Vendor on this or any other contract.

21.0 **LIENS**

Payment of work done or materials supplied shall not become due until the Vendor, if requested, has filed with the Town of Halton Hills, satisfactory proof that all accounts for labour and material furnished to the project by third parties have been paid. If any lien remains unsatisfied after all payments have been made, the Vendor shall refund to the Town of Halton Hills, all monies that the latter may be compelled to pay in discharging such a lien, including all costs incidental thereto.

22.0 **NOTIFICATION TO VENDOR**

Any notice or communication to the Vendor shall be deemed to be well and sufficiently given and served if handed to the Vendor or any of their clerks or agents, or if posted or sent to the address given in their Document, attached hereto, for the operation or to their domicile or usual place of business, left at their last known address; any papers so left, sent or addressed shall be considered to be and to have been, legally served upon the said Vendor. In any written or printed notice to the Vendor in respect of general, special or other rectification, or of any work of any nature required to be done under any of the provisions of the Document, or of any other matter, it shall not be obligatory upon the Town of Halton Hills to specify minutely or in detail, everything required or where any of the requirements of the specifications have not been observed, but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms and sufficiently clear, in the opinion of the Town of Halton Hills to indicate where the defect or trouble exists shall be deemed to be, and shall be, ample notice.

23.0 **VENDOR GUARANTEE**

23.1 The Vendor hereby covenants and agrees:

- To perform the contract in accordance with the Document as awarded.
- To save the Town of Halton Hills, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article or appliance furnished or used in the performance of the contact of which the Vendor is not the patentee, assignee, or licensee.
- To guarantee the product(s) against defective material of workmanship and to repair and/or replace any damage or marring occasioned in transit.
- To furnish adequate protection from damage for all work and to repair damage of any kind, for which their employees are responsible, to their own work or the work of other Vendors.
- To pay for all permits, licenses and fees, and to give all notices and comply with all By-laws and regulations of the Town of Halton Hills.

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24.0 PERFORMANCE

24.1 CHANGES BY TOWN OF HALTON HILLS

The Town of Halton Hills may, by order in writing, at any time before or after the commencement of the Contract, delete, extend, increase, decrease, vary or otherwise alter the work to be done. If the change increases or decreases the cost of the work, the Vendor shall notify the Town of Halton Hills forthwith of the extent of the increase or decrease, and shall implement the change. The Vendor and the Town of Halton Hills shall agree on the increase or decrease to be made in compensation.

24.2 CHARACTER AND EMPLOYMENT OF WORKERS

24.2.1 The Vendor shall provide for the performance of the work orderly, competent, and skilled subcontractors and workers.

24.2.2 If, in the opinion of the Town of Halton Hills representative, any person who is engaged in the performance of the work at any time is incompetent or disorderly during the course of their employment, the Town of Halton Hills shall give written notice to that effect. As of the day following receipt of such notice, the Vendor shall ensure that such person is no longer engaged in the performance of the contract at any time during the course of the person's employment or contract unless the Vendor first obtains the written permission of the Town of Halton Hills.

24.3 FORCE MAJEURE

24.3.1 In the event that performance of the Contract in the reasonable opinion of either party is made impossible by an occurrence beyond the control of the party affected, then either party shall notify the other in writing and the Town of Halton Hills shall either terminate the Contract forthwith and without any further payments being made, OR authorize the successful Vendor to continue the performance of the Contract with such adjustments as may be required by the occurrence in question and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.

24.3.2 Delays in, or failure of, performance by either party under the Contract shall not constitute default hereunder or give rise to any claim for damages if and to the extent caused by occurrences beyond the control of the party affected, including but not limited to: decrees of governments, acts of God, fires, floods, riots, war, rebellion, sabotage, and atomic or nuclear incidents. However, lack of finances, strikes, lockouts, or other concerted acts by workers, delay or failure arising out of the nature of the work being done, or from the normal action of the elements, or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond a party's control. Normal difficulties include, but are not limited to, those related to quality of equipment or delay of delivery of equipment.

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25.0 **CONTRACT DISPUTE RESOLUTION**

Should any disputes arise in regard to this Contract, the Town of Halton Hills, while retaining the right to terminate the agreement at any time, will follow the dispute resolution formula as follows:

25.1 The Town of Halton Hills will issue a verbal warning outlining the issues of non-compliance (with respect to the Contract specifications) to the Vendor (the Town of Halton Hills reserves the right to hold back monies until the deficiencies have been addressed, according to the standards specified).

25.2 If problems persist, the Town of Halton Hills will issue a written notice to the Vendor, stating the deficiencies and the time period which the Vendor has to correct the items(s), and a warning that the Contract shall be cancelled should the problem(s) not be resolved within the allotted time (a dollar value may be deducted from any monies owing, representing any costs which the Town of Halton Hills has absorbed in its attempts to correct the problem(s);

25.3 Should the problem(s) remain outstanding, the Town of Halton Hills may issue a letter stating final Contract cancellation.

26.0 **CANCELLATION**

26.1 **NON-COMPLIANCE**

26.1.1 In the event the successful Vendor does not comply with the specifications, terms and conditions of this Contract, at any time throughout the duration of the Contract, the Contract will be cancelled in accordance with the terms contained herein.

26.1.2 The Contract may be cancelled by the Town of Halton Hills upon non-performance of Contract terms. However, in doing so, the Town of Halton Hills does not waive its right to rely upon any obligations or commitments agreed to by the Vendor as part of their Document submission, e.g., liability for the difference between the lowest and next acceptable Document submission.

26.1.3 Where there is a question of non-performance, payment in whole or in part may be withheld at the discretion of the Town of Halton Hills. This action shall not deprive the Town of Halton Hills from taking early payment discounts.

26.2 **CONVENIENCE**

Either party may terminate the resultant agreement for convenience by providing sixty (60) calendar days' advance notice to the other party.

26.3 **DEFAULT**

If the Vendor fails to meet deadlines, or fails to provide the agreed-upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the Town of Halton Hills that the vendor has failed to remedy the problem after being forewarned.

26.4 **VENDOR DISQUALIFICATION**

The Town of Halton Hills reserves the right to remove from future eligibility, the name of any Vendor for failure to accept the contract or for unsatisfactory performance of the contract.

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26.5 **BRIBERY**

Should the Vendor or any of their agents give or offer any gratuity to or attempt to bribe any member of the Town of Halton Hills, or to commit fraud, the Town of Halton Hills shall be at liberty to cancel the Contract forthwith, or to invoke the provisions of forfeiture of deposit as defined.

27.0 **COLLUSION**

27.1 The Vendor insures that no member of the Town of Halton Hills Council(s) or Board(s), and no officer(s) or employee(s) of the Town of Halton Hills, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived therefrom.

27.2 The Vendor declares that the Document is not made in connection with any other Vendor submitting a Document for the same commodity(ies) and is, in all respects, fair and without collusion or fraud.

28.0 **CONTINGENCIES**

The Town of Halton Hills reserves the right to purchase, the requirements of this document the goods or services, as indicated herein at any time to meet special or any requirements, as deemed to be in the interest of the Town of Halton Hills.

29.0 **ACKNOWLEDGEMENT**

We have read, understood and agreed to abide by all information contained in these Standard Terms and Conditions and are authorized by the Vendor to bind the firm. The acceptance of the Document Submission will be placed in the Document, unless otherwise instructed.

30.0 **AWARD**

The lowest or any Bid may not necessarily be accepted. The Town of Halton Hills reserves the right to award this contract in whole or in part, to one or more bidders, and to reject any or all bids in whole or in part; to waive technical defects, irregularities and omissions, if in the best interest of Town will be served.

32.0 **PIGGYBACK CLAUSE**

The Town of Halton Hills is a member of the Halton Co-operative Purchasing Group (HCPG), whose member agencies are the Region of Halton, City of Burlington, Town of Oakville, Town of Milton, Town of Halton Hills, Halton District School Board, Halton Catholic District School Board, Conservation Halton, Oakville Public Library, Burlington Public Library, Halton Regional Police Services, Burlington Hydro, Oakville Hydro, Halton Children's Aid Society, Sheridan College. Should any or all of the HCPG member agencies wish to acquire services at the same prices and under the same terms and conditions as the Contractor is providing to the Town of Halton Hills under this Agreement, and provided that the Contractor agrees to provide such services to the HCPG member agencies, then each such member agency may make individual arrangements with the Contractor (e.g. by issuing a purchase order) and the terms and conditions of this Agreement shall apply as between the member agency and the Contractor.

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