

# 1. STANDARD TERMS & CONDITIONS

## YORK REGIONAL POLICE – STANDARD TERMS AND CONDITIONS TENDERS & QUOTATIONS

### 1. PURCHASING BYLAW:

The York Regional Purchasing Unit under the authority of the Regional Municipality of Police Services Board is responsible for the procurement of all Deliverables made by or on behalf of the Board or York Regional Police. The Purchasing Bylaw 06-14 shall apply to all procurement except as may be expressly exempted or restricted under this bylaw. To view a copy of the Board's Purchasing By-law:

<http://yrp.ca/purchasingbylaw0614.aspx>

### 2. SCOPE:

These standard Terms and Conditions form a part of each offer and apply in like force to contracts or purchase orders for the purchase of materials, supplies, equipment and services. All offers submitted to the Board will bind Bidders to the terms and conditions herein set forth, except as otherwise stated in the Bid document.

#### DEFINITIONS:

**BOARD:** The Regional Municipality of York Police Services Board.

**AGENCY:** Any York Regional Police Bureau, or other bodies for which the Board provides a service.

**BIDDER:** Any legal entity that submits a Bid in response to a call for Bids.

**BID DOCUMENT:** The documents comprise an invitation of offer of Deliverables.

**CONTRACT:** The acceptance by the Board of an offer by a Bidder to furnish Deliverables.

**DELIVERABLES:** The Deliverables to be provided by the Vendor pursuant to the Contract, including any goods or services.

**OFFER:** The offer of a Bidder to furnish Deliverables in response to the Board's request.

**VENDOR:** Any individual, firm, company or corporation whom a contract is awarded against an offer.

### 3. AUTHORIZED SIGNING OFFICER:

Any Individual officer(s) of the Firm, Company or Corporation that has signing authority to commit the Individual, Firm, Company or Corporation into a legally binding contract with the Board.

### 4. SUBMISSION OF OFFERS:

- a. Offers must be submitted on and in accordance with forms as specified in the Bid Document.
- b. Offers must be submitted as indicated in the Bid Document on or before the closing date and time specified.
- c. Bidders are cautioned to verify their Bid before submission.
- d. Offers may be submitted for all or any part of total quantities or for any or all requirements listed in the Bid Document unless otherwise specifically indicated.
- e. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalogue designation in specifying an item does not restrict Bidders to that manufacturer, brand, make or catalogue designation identification. The Deliverable on which

offers are submitted must be of such character, quality and/or performance equivalent that it will serve the purpose for which it is to be used equally as well as that specified. In submitting an offer on a Deliverable other than as specified, the Bidder must furnish complete data and identification with respect to the alternate Deliverable he proposes to furnish. The Board shall determine what is equivalent.

- f. The Board is subject to payment of applicable taxes imposed by the Federal and Provincial Governments and such taxes must be shown separately on the Bid sheet unless specifically indicated in the Bid Document.
- g. Prices indicated shall be F.O.B. destination prepaid, unless otherwise noted.
- h. In the event of any discrepancy between the unit price and the extension, the unit prices shall govern.
- i. Bidder declares that the offer is not made in connection with any other Bidder submitting a Bid for the Deliverables and is in all respects fair and without conflict of interest collusion or fraud.

**5. BID SUBMISSION**

The Bid Document shall state the single method for submitting a Bid to the Board. Bid opportunities identified as ELECTRONIC BID SUBMISSIONS ONLY; Bidders shall submit their Bid submission electronically through the Board's Bidding System.

**6. AWARD:**

The Board reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items, and to award contracts to one or more Bidders; to reject any and all offers in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Board will be served.

The Board reserves the right to make awards within 90 ninety days from the closing time, unless otherwise specified in the Bid Document, during which period offers shall not be withdrawn.

**7. CONTRACT:**

- a. The acceptance in writing by the Board of an offer to furnish Deliverables described therein shall constitute a contract between the Bidder and the Board, which shall bind the Bidder to furnish and deliver the Deliverables at the prices stated and in accordance with conditions of the accepted offer, any specifications and STANDARD TERMS and CONDITIONS, and the Board shall bound to take delivery of and pay for the Deliverables at the contract prices.
- b. No alterations or variations of the Terms and Conditions of the contract shall be valid or binding upon the Board unless authorized in writing.
- c. The Vendor shall not assign, transfer, convey, subcontract or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, firm, company or corporation without the prior written consent of the Board.
- d. The mailing or emailing to the address given in the offer or delivery of a notice of award to a Bidder of acceptance of a contract. When requested by the Board, the Vendor shall execute a formal contract with the Board for the complete performance specified therein.
- e. The Contract may be cancelled by the Board upon non-performance of Contract terms without any cancellation charges.
- f. Failure of a Vendor to deliver within the time specified or within reasonable time as interpreted by the Board or failure to replace rejected Deliverables when requested, will constitute authority for the Board to purchase replacement of the Deliverables rejected or not delivered. The Board reserves the right to authorize immediate purchases in the open market. On all such purchases, the Vendor agrees to promptly reimburse the Board for

excess costs occasioned by such purchases, which will be deducted from Contract quantities.

- g. The Board reserves the right to remove from eligibility to submit Bids for an indeterminate period, the name of any Bidder for failure to accept Contract, or the name of any vendor for unsatisfactory performance of Contract. All purchases by the Board are governed under Purchasing Bylaw 06-14.

**8. CONTRACT GUARANTEE:**

The Vendor hereby covenants and agrees:

- a. to perform the Contract in accordance with the terms of the offer and any specifications,
- b. to save the Board, its agents, members 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 Contract of which the Vendor is not the patentee, assignee or licensee,
- c. to guarantee Deliverables against defective material or workmanship and to repair or replace any damage or marring occasioned in transit. This guarantee is for a minimum of twelve (12) months (unless otherwise specified in the Bid document) from date of acceptance of the Deliverables,
- d. any equipment must be standard new equipment of the latest model unless specifically requested in the Bid document. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- e. to furnish adequate protection from damage for all work and to repair damage of any kind, for which it is responsible, to the premises or equipment, to its own work or the work of other vendors,
- f. to obtain and pay for all necessary permits, licenses and fees, and to give all notices and comply with all by-laws and regulations of the Board,
- g. to carry such insurance as required by the Board and to furnish satisfactory proof of insurance when required by the Board, and
- h. to maintain an appropriate and respectful level of conduct in dealing with YRP staff and the general public while in performance of their duties under the Contract.

**9. DELIVERY:**

Delivery must be made as ordered and in accordance with the Bid document, Contract or purchase order. If no delivery instructions appear on an order, it will be interpreted to mean prompt delivery.

Deliverables shall be securely and properly packed for shipment according to accepted standard commercial practice, without extra charge for packing materials or containers; the containers to remain the property of the Board unless otherwise stated in the Bid document.

**10. INSPECTION & TESTS:**

The inspection of all Deliverables and physical tests to determine whether or not the specifications are met shall be made as prescribed by the Board.

Any item which fails in any way to meet the required specification or its intended use is subject to rejection or to be paid for on an adjusted price basis. The decision of the Board shall be final.

## **11. INQUIRES**

All requests for clarification and questions regarding the Bid Document shall be submitted in writing prior to the stated deadline for questions. All questions or clarifications should be specific to the Bid and should include references to a specific section or schedule and item number.

The Board cannot guarantee that clarifications or questions received beyond the deadline will be answered by the Buyer.

Questions will be answered by the Buyer or forwarded to the appropriate technical contact for reply. Comments or answers will be posted to the Electronic Bidding System as an addendum to the Bid Document should the information be applicable to all Bidders, in the opinion of the Board.

Verbal clarifications shall not change any of the terms or conditions of the Bid Documents. Bidders shall only rely on information provided by the Board, in writing.

## **12. COST INFORMATION**

All pricing must be in Canadian currency.

Prices indicated must be F.O.B. destination prepaid, unless otherwise noted.

All prices and charges quoted for the proposed goods and services shall include all applicable costs attributable to the Deliverables, including labour, materials, equipment, customs duties, excise taxes, freight, insurance, and all other charges of every kind attributable to the work excluding Harmonized Sales Tax ("H.S.T."). H.S.T. must be shown as separate line items.

Prices quoted must be for a firm fixed price without escalator clauses or other qualifiers for the term of the Contract unless specifically permitted under the terms of the Bid Document.

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

Bids that contain pricing which appear to be so unbalanced as likely to adversely affect the interest of the Board, may be rejected.

In submitting a Bid, Bidder(s) declare that the offer is not made in connection with any other Bidder submitting an offer for the same goods or services and is in all respects fair and without collusion or fraud.

## **13. NON-EXCLUSIVE**

Bidders acknowledge that the Contract awarded as a result of this request for Bid will be non-exclusive. The Board may obtain the same or similar goods or services from other sources during the term of the Contract.

## **14. TERMS OF PAYMENT**

Payment will be made in response to invoices itemized in accordance with the Contract, provided the invoices are based on the Deliverables provided under the Contract which are consistent with the timetable for the delivery or milestones agreed to, and are completed to the Board's satisfaction.

The invoice from the Contractor must show:

- the Contractor's name, address and Business Registration Number;
- the date of invoice;
- the purchase order number;
- the name of YRP staff who has authorized the Deliverables and/or a copy of the written authorization;
- the service and/or delivery location;

- a completed, itemized description of Deliverables including any applicable make & model numbers;
- the quantities delivered;
- the unit price; and
- the total H.S.T. charged.

Invoices will be payable by the Board thirty (30) days after they are received.

The Board will have the right to withhold payment from the Contractor in an amount as may be sufficient to remedy any defect or deficiency in the Deliverables, pending correction of the same by the Contractor.

**15. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT (“MFIPPA”)**

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, the personal information provided by Bidders is being collected under the authority of the Municipal Act, 2001 and will be used exclusively in the selection process. All Bids submitted become the property of the Board. In accordance with the requirements of MFIPPA, Bidders are requested to identify in their Bid, any confidential information that is of a scientific, technical, commercial, proprietary, or similar confidential information, the disclosure of which could cause them injury. Bids are not to be identified as confidential.

**16. PATENTS AND COPYRIGHTS**

The Contractor shall, at its own expense, defend all claims, actions or proceedings against the Board based on any allegations that the proposed equipment or any part of the equipment constitutes an infringement of any patent, copyright or other intellectual property right, and shall pay to the Board all costs, damages, charges and expenses, including its legal fees on a substantial indemnity basis and disbursements incurred by the Board by reason thereof.

The Contractor shall pay all royalties and patent licence fees required for the performance of the Contract.

If any product is in any action or proceeding held to constitute an infringement, the Contractor shall forthwith either secure for the Board the right to continue using the product or shall at the Contractor's expense, replace the infringing items with non-infringing products or modify them so that the product no longer infringes. The expected level of Deliverables to the Board, under the Contract, shall not be reduced as a result of needing to modify or replace the products in accordance with the Bid Document.

**17. GIFTS OR FAVOURS**

The Bidder will ensure that no representative of the Bidder's firm will extend entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Board and/or YRP. The Bidder will report to the Purchasing Supervisor any attempt by any employee to obtain such favours.

**18. FORCE MAJEURE**

Both the Board and the Contractor shall not be held liable for any losses resulting if the fulfilment of the terms of the Contract shall be delayed or prevented by wars (whether war has been declared or not), acts of public enemies, strikes, fires, floods, acts of God, or for any other cause not within the control of the Contractor or the Board and which by the exercise of reasonable diligence, the Contractor or the Board is unable to prevent. However, lack of finances or shortage of labour is not Force Majeure. Should the performance of any contract be delayed or prevented as herein set forth, the party that encounters such difficulty agrees to give immediate written notice and explanation of the course and probable duration of any such delay to the other party.

## **19. MATERIAL AND WORKMANSHIP**

Deliverables, inclusive of any goods and materials which are supplied under the Contract and also those which are not specifically designated and which are necessary for the fulfillment of the Contract, shall be of high commercial quality and produced in accordance with standard and prudent business practices normally employed by manufacturers providing the same or similar types of products.

Workmanship shall be in accordance with or of an equivalent or higher standard than the protocols established by an applicable regulatory body or the Contractor's industry to ensure satisfactory fulfillment of the Contract. At minimum, the workmanship shall be adequate to ensure fulfillment of the Contract requirements to the satisfaction of the Board at its sole discretion.

Where a certain or proprietary product or material has been specified in the Bid Document, the Contractor shall use the product or material specified unless approval in writing has been obtained from the Board to use another product or material. Any substituted materials shall be of equal or better quality to that specified in the Tender documents.

## **20. LAWS AND REGULATIONS**

During the term of the Contract, the Contractor must comply with all applicable statutes, laws, by-laws, regulations, notices and orders whether federal, provincial, municipal or otherwise, including any and all applicable rules and requirements of the Police or other governmental authorities, and obtain any and all applicable and/or necessary Canadian Standards Association (C.S.A) approvals, if required. The Contractor must obtain and pay for any, and all necessary permits and licences, and must not do or suffer to be done anything in violation of any such laws, rules or requirements.

The Contract shall be subject to the above-mentioned legislation and all other applicable laws of the Province of Ontario and Canada, as amended.

If the attention of the Contractor is called to any such violation on the part of the Contractor, or of any person employed or engaged by the Contractor, the Contractor must immediately desist from and correct such violation. Failure to do so will result in immediate termination of the Contract.