

CITY OF KAMLOOPS

PURCHASE ORDER - TERMS & CONDITIONS

1. The following Terms and Conditions shall govern all purchases unless otherwise agreed to in writing by the City of Kamloops.
2. All goods shall be shipped F.O.B. City of Kamloops, unless otherwise specified.
3. No goods or services shall be delivered to any site within the City without an Official City of Kamloops Purchase Order document.
4. The City of Kamloops reserves the right to cancel any Purchase order if the goods or services have not been executed within a reasonable time.
5. All Electrical or Mechanical equipment must bear Canadian Standards Association or such local approval as required under Provincial and Municipal Laws and Regulations governing the sale and usage of such equipment
6. The City of Kamloops will consider products, and services that are environmentally preferred. The City recognizes that procurement decisions by its employees can make a difference in pursuit of improving environmental performance and as such support the purchase of products, projects, and services that will minimize the negative impact on the environment when they are practical and can be obtained at a reasonable cost. The entire statement can be viewed at www.kamloops.ca/purchasing.
7. **IMPORTANT:** All materials delivered shall be subject to our inspection and approval, notwithstanding prior payment to obtain cash discount. Vendor to pay all transportation charges both ways on rejected materials. In the case of default or rejection the City of Kamloops reserves the right to purchase in the open market and hold the vendor responsible for any excess cost occasioned thereby. Should any violation of specifications in contract occur, the City of Kamloops may cancel the contract and remove the vendor from the bidding list. **WHERE APPLICABLE, MATERIAL BID MUST MEET CITY SPECIFICATIONS AND BE ON THE APPROVED MATERIALS LIST AS DETAILED IN THE CITY SPECIFICATION DOCUMENT.**
8. The City of Kamloops shall not be responsible for the costs incurred by the bidder in preparing and submitting his/her bid.
9. Contractors and suppliers wishing to do business with the City of Kamloops agree to resolve any differences through the City of Kamloops' dispute resolution procedure.

Stage One

The City of Kamloops and Supplier acknowledge and agree to utilize all reasonable efforts to resolve any and all disputes in connection with this Agreement in a professional and amicable manner.

Stage Two

Should dispute not be resolved after ten (10) business days of negotiation the City shall serve notice to the Chief Executive Officer of the Supplier outlining the dispute with recommendations for resolve. Supplier shall have ten (10) business days to resolve the dispute to the satisfaction of the City of Kamloops.

Stage Three

If conflict remains unresolved, the City of Kamloops, at its sole discretion, may serve Supplier with written notice of Termination of this Agreement to take effect thirty (30) days after delivery.

Note: This purchase order shall be governed in all respects by the laws of British Columbia. The Supplier and City of Kamloops (a) agree that any suit, action of legal proceedings arising directly or indirectly in connection with, out of, relating to, or from this purchase order or the Supplier's responsibilities thereunder, shall be brought to the Province of British Columbia: (b) consent to personal jurisdiction in each court of British Columbia.

IMPORTANT: Contractors and suppliers who choose to use a public forum to air any differences may be eliminated from participating in future business opportunities with the City of Kamloops.

10. The City of Kamloops reserves the right to cancel this Agreement with thirty (30) days written notice without cost or penalty.
11. The City of Kamloops Contractors Coordination Program requires that before a contractor can be hired to do work for the City of Kamloops, the following information must be on file:
 - A copy of your current WorkSafeBC Clearance Letter.
 - A copy of your current City of Kamloops business licence .
 - A copy of your insurance acceptable to the City of Kamloops – SEE NUMBER 12 BELOW.
 - An up-to-date copy of your Occupational Health and Safety Program acceptable to the City of Kamloops.
 - For companies with more than 20 employees the City will require a copy of the contractor's Occupational Health and Safety Program for review to ensure that it meets the criteria set by the WorkSafeBC Regulation 3.3. The manual must also contain safe work procedures regarding the type of work the contractor is being hired to do.
 - For companies with less than 20 employees there must be proof that employees have been properly trained in the work they have been hired to do and evidence there is a commitment to safety by the contractor.
12. **INSURANCE**
Minimum insurance requirements for the City of Kamloops are outlined on the City of Kamloops Risk Management/Insurance Section (RMIS) Insurance Matrix which can be found on the City of Kamloops website at www.kamloops.ca under BUSINESS - Purchasing & Bid Opportunities. If you wish to be provided with a copy of the Insurance Matrix please contact the Purchasing Division."

13. **RELEASE OF LIABILITY AND INDEMNITY**

The Contractor hereby WAIVES ALL CLAIMS AGAINST THE CITY AND RELEASES THE CITY FROM ANY AND ALL LIABILITY AND CLAIMS for all injury, death, loss, damage, or expense of any kind that the Contractor or any other person may suffer as a result of or in connection with the Contractor's use of the FACILITY DUE TO ANY CAUSE WHATSOEVER, including but not limited to NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR DUTY OF CARE ON THE PART OF THE CITY AND ALSO INCLUDING THE FAILURE ON THE PART OF THE CITY TO SAFEGUARD OR PROTECT ANY PERSON FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THIS AGREEMENT.

The Contractor hereby AGREES NOT TO SUE THE CITY for, and further agrees to unconditionally INDEMNIFY and SAVE HARMLESS the CITY and its respective employees, associates, representatives, agents, servants, insurers, and assigns from and against all claims, suits, actions, liabilities, losses, damages, expenses, fees, awards, and costs of any kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Contractor or any of the Contractor's licensees, invitees, agents, or employees including, without limitation, any and all:

a) breaches, violations, or non-performance of any covenant, regulation, condition, or term of this contract by the Contractor or any of the Contractor's licensees, invitees, agents, or employees;

b) damage to property while said property is in or about the lands and premises which form the subject matter of this contract; and

c) injuries to the Contractor, or any of the Contractor's licensees, invitees, agents, or employees, including death, occurring in or about the lands and premises which form the subject matter of this contract;

These RELEASE OF LIABILITY AND INDEMNITY provisions shall survive expiry or termination of this contract.

14. Seller warrants title to goods supplied by him/her, and warrants them free from any and all defects, imperfections, suits, claims, demands, expenses, patent infringements, liens or other charges of any nature whatsoever and will indemnify and hold the City of Kamloops, its counsellors, management staff, and employees harmless therefrom.
15. The law of the Province of British Columbia shall govern the interpretation of this purchase and any hearings shall be held within the province of British Columbia
16. Incumbent shall not "assign" this purchase, whatsoever, without prior written approval from the City of Kamloops.

**City of Kamloops
Risk Management/Insurance Section
Insurance Matrix**

	Labour and Material and Performance Bonding Requirements	Auto Liability	Builders Risk/Course of Construction (COC)	Commercial General Liability (CGL) Insurance	Wrap Up Liability Insurance	Errors and Omissions Insurance
Work Value 0 - \$250,000	No	Yes Minimum \$2,000,000	No NOTE: Any loss or damage to materials or supplies are the responsibility of the contractor	Yes Minimum \$2,000,000	No	
Work Value \$250,001+	Yes	Yes	Yes	Yes Minimum \$5,000,000	Yes When contractor is subcontracting.	
CONSULTANTS/ENGINEERS/ARCHITECTS				Yes Minimum \$2,000,000		
Errors and Omissions Insurance for Engineering Design, Evaluations, or Studies						
-	Work Value	0-\$500,000				Minimum \$500,000
-	Work Value	\$500,001-\$2,000,000				Minimum \$1,000,000
-	Work Value	\$2,000,001+				Call RMIS
DEVELOPERS				Yes Minimum \$5,000,000		
Contractors working under Contract to Developer must include City of Kamloops as an Additional Insured.						

The Purchasing Manager and Risk Manager have the authority to increase limits based on the complexity of the work contracted out in accordance with Corporate Policy FIN-8-3.

If you have any questions, please call the Claims and Insurance Coordinator, Elle Howaniec, at 250-828-3417, or the Risk Manager, Terry Pile, at 250-828-3315.

The City of Kamloops strongly recommends that its Certificate of Insurance be used. The Standard Certificate of Insurance and Construction Certificate of Insurance forms can be downloaded from the City of Kamloops website at www.kamloops.ca (see Business - Insurance Certificates). Please ensure the appropriate certificate is completed.