

THE CORPORATION OF THE CITY OF MISSISSAUGA



**MATERIEL MANAGEMENT**

**Standard Terms and Conditions  
Of Contract With Successful Vendors  
(Small Business)**

**2010**

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**STANDARD TERMS AND CONDITIONS  
OF CONTRACT WITH SUCCESSFUL VENDORS**

**1.0 Accessibility**

If so requested by the City, the independent contractor shall provide training on the City's accessible customer service standards to all of its personnel who will be delivering services to the City by, at a minimum, providing a copy of the Accessibility Standards for Customer Service guide known as "May I help you?: Understanding Accessible Customer Service", as provided by the City to the Consultant and as may be amended from time to time ("City's Manual") to all such personnel and requiring them to review the same before, or as soon as practicable after, they start any work for the City. The Consultant agrees that new training may be required from time to time should the City's Manual be amended, and shall deliver such new training in accordance with the standard of training as provided in this section.

The independent contractor shall also maintain a record of all training provided to the independent contractor's personnel on the City's accessible customer service standards as required under this section, which shall include at a minimum the dates on which the training is provided and the number of individuals to whom the training is provided. The independent contractor shall furnish any required records of accessible customer service training to the City within ten (10) business days of the City's request, unless otherwise agreed upon by the City.

**2.0 Changes to Contract**

Any changes to the original contract must be approved by Materiel Management. The independent contractor shall secure a duly authorized "Change to Purchase Order" prior to commencing any new or additional work.

**3.0 City Representatives**

A City Representative is deemed to be a Program Director, Contract Manager, Facility Supervisor or other individual who has authority to request the services of an independent contractor. The independent contractor shall report to and accept direct from the City Representative unless advised otherwise.

#### **4.0 Compliance with Applicable Laws**

In the provision of services to the City, the independent contractor shall comply with all applicable laws, including applicable City by-laws and policies, such as but not limited to the City's Respectful Workplace Statement of Commitment and Acceptable Use of Mobile Technology Policy on the City's website at <http://www.mississauga.ca/portal/business/tendersandbids> or through contacting the Purchasing Unit.

#### **5.0 Confidentiality/Use of City Name**

- 5.1 Any information regarding the contract, the City and its processes, programs, and/or procedures shall be considered confidential and shall not be disclosed to any third party.
- 5.2 The independent contractor shall not reference the City in any promotional or marketing mediums without prior written authorization from the City Representative.

#### **6.0 Contract**

The services of Vendors will be retained by Purchase Order Contract, executed by the City's Materiel Management Section. Contracts in any other form (i.e. verbal, letters, etc.) shall not be binding on the City. The independent contractor's acceptance of the purchase order, and any subsequent change orders, shall be deemed to be their acceptance of all terms, conditions, special instructions, specifications, etc. which will be appended to the purchase order and form the complete contract document.

#### **7.0 Contractor's Relationship With City of Mississauga**

An independent contractor is deemed to be a qualified individual or firm whose services are required by the City for a specific purpose and duration, at the specific request of a City Representative. An independent contractor shall not be considered an employee of the City of Mississauga.

#### **8.0 Indemnity**

The independent contractor shall, both during and following the term of this Agreement, save harmless and fully indemnify the City and its Mayor and Councillors, officers, employees, agents, contractors, and consultants (collectively "City Personnel") from and against all costs, actions, suits, claims, and demands whatsoever which may be brought against or upon the City and/or any of the City Personnel as a result of, or that arise from or are in any way incidental to, the misconduct of the independent contractor and/or its officers, employees, agents, contractors, sub-contractors, consultants, and any other persons that the independent contractor involves in the provision of services to the City

(collectively “Contractor Personnel”), or the failure to perform, or the failure to exercise reasonable care, skill or diligence in the performance of this contract by the independent contractor and/or any of the Contractor Personnel.

## **9.0 Payment Terms**

The City’s standard payment terms are net 30 days from receipt of invoice.

## **10.0 Taxes**

10.1 The Vendor is required to be registered and in full compliance with legislative requirements for the Goods and Services Tax and the Ontario Retail Sales Tax and/or Harmonized Sales Tax (HST).

10.2 Once the HST is in effect, all payments made to the Vendor by the City shall be adjusted after taking into account the portion of the goods and/or services affected by the change, any input credits received by the Vendor, the transitional rules and all other relevant factors. Upon the City’s request at any time and from time to time, the Vendor shall provide necessary detailed documentation to the City to support adjustments to payments under the Contract due to implementation of the HST. In the event of any dispute between the parties concerning the adjustment, the matter will be finally resolved by an independent audit firm acceptable to both the City and the Vendor.

10.3 Invoices paid to addresses outside Canada shall be subject to applicable Withholding Taxes in accordance with the *Canadian Income Tax Act* and applicable treaties.

## **11.0 Termination of Contract**

The City reserves the right to cancel the contract in the event that a program is cancelled due to insufficient registrations. Vendors shall understand that the implementation and success of any City program is subject to user participation and as such may be beyond the City’s direct control.

The City reserves the right to select and retain only those contractors it deems suitable or appropriate at its sole discretion. The City may terminate the contract with cause, and in doing so will provide immediate notice. Causes for termination shall include, but not be limited to negligence, unreliability, poor fit for requirements/attitude, user complaints, and dangerous/unsafe practices on the part of the contractor.

## **12.0 Use of Sub-Contractors**

No work, or portions of work, may be sub-contracted without the prior written approval of the City Representative.

**13.0 Workplace Safety and Insurance Board (WSIB):**

If specified in the City's bid request document, prior to commencing the work, again with the independent contractor's application for final payment and, at any time at the City's request, the independent contractor shall provide a current WSIB clearance certificate.