City of Coquitlam

Terms and Conditions of Purchase

1. Purchase Order Number

   The City of Coquitlam (the "City") Purchase Order number(s) will appear on all bills of lading, waybills, invoices, progress billing, packing slips, containers, packages and correspondence.

2. Application of Terms and Conditions

   Unless superseded by other related documents and agreements, these Terms and Conditions will apply to and be binding on the Vendor of any goods and services to the City.

3. Modifications and Revisions

   No revisions or modifications of these Terms and Conditions will be binding on the City unless made in writing by an authorized officer, employee or agent of the City.

4. Price and Price Adjustments

   The price(s) agreed to by the City and the Vendor may not be adjusted unless accepted in writing by an authorized officer, employee or agent of the City.

   Taxes are to be shown separately on all invoices.

5. Substitutions

   The substitution of product and/or materials will not be accepted unless it conforms to City specifications and is equal or better in performance, durability, availability and value. A substitution must be authorized in writing by an authorized officer, employee or agent of the City before it is provided.

6. Delivery and/or Completion

   Delivery of the goods and/or completion of the services will be made free and clear of all liens and encumbrances within the time frame, and to the destination stipulated by the City.

   In the event of failure to meet this Condition, the City may, at its sole discretion, cancel the purchase of the goods and/or services without liability or penalty, and the Vendor will be held liable for any and all expenses or losses resulting from such failure. The City will also be entitled to the return of all monies paid by the City with respect to the purchase.

7. F.O.B. Point

   Unless otherwise agreed to in writing, all deliveries will be "Free on Board" (FOB) Destination, Freight Prepaid, to the shipping location designated by the City.

8. Customs

For all shipments outside of Canada, the Vendor shall attach all required customs documents to the shipment. The Vendor will be responsible for paying any excise tax or other customs duties in force at the time of shipment.

Please indicate our Customs Broker's contact information as follows:

Livingston International Inc.
1140 W Pender Street, Suite 500
Vancouver, BC
Canada V6E 4H5

Phone:	604-685-3555
Toll Free Phone:	1-800-663-0301
Fax:	604-687-2189
Email:	cst88219@livingstonintl.com

9. Expediting, Inspection and Acceptance

All goods and/or services will be subject to expediting, inspection and testing by the City and/or its representative and, in the event that the goods and/or services are defective in material or workmanship or otherwise not in accordance with the description or specifications, the City will have the right to reject the goods and/or services or require their correction.

The Vendor shall provide the City with copies of all documentation deemed necessary by the City for efficient expediting, including copies of the Vendor's purchase orders to its suppliers, and provide the City or its representative, free and clear access during normal working hours, to all other pertinent information, shops and other places of business of the Vendor and all its suppliers and/or sub-contractors.

The City will notify the Vendor of the rejection of any goods and/or services which are defective in material or workmanship or otherwise not in accordance with the description or specifications. All such rejected goods and/or services will be held subject to disposition at the Vendor's risk and expense. No acceptance by, or on behalf of, the City will release the Vendor of its obligations under Guarantees as further stated hereunder.

Transfer of title will occur at time of final inspection and acceptance by the City.

10. Compliance with Specifications and Warranties

The Vendor warrants that all goods, services and work will conform strictly to the specifications, drawing, sample or other descriptions provided by the City and will be new, of good quality material, free from defects and suitable for the particular purpose or use for which they are purchased and intended. Unless otherwise stated, the Vendor will either replace or repair, without cost to the City, any goods which are defective or become defective, by reason of workmanship or content, provided that such claim is made by the City within one (1) year from the date of acceptance.

11. Invoices

Invoices shall be sent to:

City of Coquitlam
Finance Department
3000 Guildford Way
Coquitlam, B.C. V3B 7N2

12. Payment Terms and Discounts

Unless otherwise specified, payment terms are net thirty (30) days from the date the goods are received and accepted by the City or receipt of invoice, whichever is later.

Early payment discounts will be calculated from the date the goods are received and accepted by the City, or receipt of invoice, whichever is later.

13. Business License

Vendors conducting business with the City will provide a current City business license.

14. WorkSafeBC

The Vendor will strictly comply with all rules and regulations under the Worker's Compensation Act or any successor legislation and will provide a letter of good standing from WorkSafeBC prior to commencement of Work at the designated site(s). The Vendor agrees that it is the "Prime Contractor" for the purposes of the Worker's Compensation Act and Regulations, unless otherwise advised and accepted in writing by an authorized officer, employee or agent of the City.

15. Controlled Products

The Vendor will facilitate and provide all necessary training and instruction to its personnel, representatives and agents in the storage, handling and use of any product classified as a "Controlled Product" under the Workplace Hazardous Material Information System (W.H.M.I.S.) and will provide the City with copies of all Material Safety Data Sheets (M.S.D.S.) prior to shipment of goods.

The Vendor will fully comply with the Transportation of Dangerous Goods Act and Regulations (T.G.D.) when shipping goods to the City.

16. CSA Approved

The Vendor warrants that all electrical products and electrical construction will comply with Canadian Standards Association (CSA) standards.

17. Indemnity

The Vendor will indemnify and save harmless the City from and against all claims, losses, damages, costs, actions or other proceedings made, sustained, brought or prosecuted against the City which are based on, occasioned by or in any way attributed to this agreement, including but not limited to any claims arising against the City as a result of any damage to persons or property that are caused by or contributed to by the acts or omissions of the Vendor, its employees, officers, volunteers, servants or agents.

18. Insurance

Where required, the Vendor will, without limiting its obligations or liabilities, and at its own expense, provide and maintain liability insurance in a form acceptable to the City and provide proof of coverage to the City upon request.

19. Default

If the Vendor breaches any Term or Condition of Purchase, or becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors, the City will have the right to terminate the purchase by written notice to the Vendor, whereupon the City will be relieved of all further obligations except the obligation to pay the reasonable value, as determined by the City, of the Vendor's prior performance (not exceeding the agreed to purchase total value). The City will be entitled to procure similar goods or services from another vendor and the defaulting Vendor will be liable to the City for all costs incurred by the City in completing or procuring the completion of performance in excess of the original purchase total value.

20. Notices

Notices may be submitted to the City via one of the following methods to the attention of the Purchasing Manager.

Mail:	E-mail:	Fax: 604-927-3035
City of Coquitlam Finance Department 3000 Guildford Way Coquitlam, B.C. V3B 7N2	citypurchasing@coquitlam.ca	

Any notices required to be given by the City to the Vendor will be deemed to have been given by the City when sent to the Vendor’s place of business as set out on the invoice.

Notices of a contractual nature require mutual acceptance.

21. Patents

The Vendor warrants and guarantees that any goods delivered will not infringe any valid patent, industrial design, copyright or trademark, foreign or domestic, owned or controlled by any other corporation, firm or person, and the Vendor will indemnify and save harmless the City against any and all liabilities, losses, damages, royalties, claims and expenses by reason of any claim, action or litigation arising out of the use of, or sale by, the City of any goods and services supplied by the Vendor.

22. Governing Law

This Purchase Order will be governed by, and construed according to, the laws of the Province of British Columbia, Canada and the Vendor agrees to attorn to the courts of British Columbia.

23. Waiver

Any failure of the City to enforce or require the strict keeping or performance of any of the *Terms and Conditions of Purchase* will not constitute a waiver and will not affect or impair the City's right at any time to avail itself of such remedies as the City may have for any breach or breaches of such Terms and Conditions.

24. Time

Time will be of the essence in this agreement.

25. Assignment

This purchase will not be assigned in whole or in part by the Vendor without the prior written consent of the City.

- End -