

SCOPE

These General Conditions form a part of every Contract with The Corporation of the City of Brampton (the “Owner”) for the provision of consulting services and apply as provided herein.

Where Supplementary Conditions are contained herein, it should be noted that these Supplementary Conditions shall govern in the case of inconsistency or conflict with the General Conditions.

INTERPRETATION / DEFINITIONS

In these General Conditions, the defined terms from Appendix A Instruction to Bidders apply to this Appendix, unless specifically amended or listed below.

“Standard” means the highest of: (a) the standard implied or imposed by law, (b) the standard prescribed by the professional and regulatory bodies in the applicable profession, field or discipline; (c) the standard prescribed or contemplated by this Contract; or (d) the degree of care and skill at least equal to that which qualified and experienced Vendors would expect of a competent Vendor in a like situation performing work for a similar first class project of the nature contemplated by this Contract;

“Vendor” means the Successful Bidder which has entered into the Contract for the purchase of goods, services or construction awarded by the Owner under an Invitational Bid Call.

Except as the context may otherwise require, the words “City” and “City of Brampton” used in these General Conditions mean The Corporation of the City of Brampton.

1. Amendments to Contract

No amendment of the Contract nor waiver of any terms and provisions shall be deemed valid unless effected by a written amendment executed by each of the parties hereto.

2. Applicable Law

The Contract is to be governed by and in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the courts of that Province. In addition, the requirements outlined in the City of Brampton's Purchasing By-law 19-2018, as may be amended from time to time, shall apply for all procurement processes conducted to secure Goods and Services as defined therein.

3. Assignment

The Vendor shall not assign to any person any right, duty or obligation under the Contract, without the prior written consent of the Owner, and any attempt to assign without such consent shall be null and void and of no effect. Where consent is so obtained any assignment shall be made subject to the terms of the Contract and the Vendor shall require the assignee to acknowledge such terms in writing at the time the assignment agreement is executed. Any such assignment shall not relieve the Vendor of its obligations to the Owner under the Contract.

4. Changes to Services

The Owner may at any time give notice to the Vendor, in writing, to delete, extend, increase, vary or otherwise alter the services forming the subject of the Contract. If such action by the Owner necessitates additional expenses, the Vendor shall be paid in accordance with a mutually agreed upon change order. In the case of a reduction in the requirement of services, any reduction in the Vendor's fee will be in accordance with the rates as set out in the Vendor's Bid.

5. Compliance with Laws

The Vendor shall comply and shall ensure that all of its employees, agents and sub-contractors comply with all applicable Federal, Provincial and Municipal laws and orders of government, police, fire, health, building and other authorities in performing its obligations under the Contract including, without limitation, the *Occupational Health and Safety Act*, R.S.O., 1990 c. O.1 and all regulations thereunder, as amended from time to time (the "OHS Act") and the *Workplace Safety and Insurance Act*, S. O. 1997, c. 16, Sched. A and all regulations thereunder, as amended from time to time (the "WSIA") or any successor legislation, as applicable.

Failure to do so may be considered a default and the Owner shall be entitled at its sole discretion to terminate the Contract and pursue any other legal recourse which the Owner deems to be appropriate.

6. Confidentiality

All information, in any format and of any kind, obtained by the Vendor in connection with this Contract, the City of Brampton, its processes, programs, policies and procedures is

the property of the Owner and shall be treated as confidential and shall not be disclosed or provided to any third party and shall not be used for any purpose other than the fulfillment of this Contract. Both parties recognize the vital importance of the protection of any Confidential Information that is provided or otherwise made available by one Party (the "Disclosing Party") to the Party receiving or otherwise obtaining access to such information (the "Recipient").

The Disclosing Party's Confidential Information does not include information which: (i) is or at any time is made generally available to the public by the Disclosing Party; (ii) is known to the Recipient (as substantiated by cogent written evidence in the Recipient's possession) free of any restrictions at the time of disclosure; (iii) is independently developed by the Recipient through individuals who have not had either direct or indirect access to the Confidential Information; and (iv) is rightfully obtained by the Recipient, without any obligation of confidence, from a third party who had a right to transfer or disclose it to any Person free of any obligation of confidence. The above listed exceptions do not apply in the case of Confidential Information that is also Personal Information.

7. Conflict of Interest

The Vendor, its partners, directors, officers, employees, agents and volunteers shall not engage in any business or other transaction or have any financial or other personal interest which, actually or potentially, creates a conflict of interest with the provision of service pursuant to this Contract, without the Vendor first disclosing to the Owner the actual or potential conflict of interest with the Owner.

If such conflict of interest does exist, the Owner may, at its sole discretion, terminate the Contract.

The Owner reserves the right at its sole discretion to terminate the Contract, if at any time the Owner discovers evidence of an undeclared connection of any members of City Council or officials or employees of the Owner with the Contract, or any conflict of interest, collusion or fraud.

8. Contingency

Any contingency amounts are only to be used for specific work and costs as approved by the Owner in writing. All unspent contingency amounts shall be deducted from the Contract and belong to the Owner.

9. Contract Alterations

No alterations or variations of the terms of the Contract shall be valid or binding upon the Owner unless authorized in writing by the Purchasing Agent or designate.

10. Contract Requirements

The Vendor agrees to perform the Contract in accordance with the terms, provisions, and conditions of the Contract, all specifications and requirements of the Owner and any

supplemental directives issued by the Purchasing Agent, and in accordance with the Bid pursuant to which the Contract has been awarded.

11. Contract Termination for Convenience

The Owner may terminate a contract, in whole or in part, whenever the Owner determines that such termination is in the best interest of the Owner without showing cause, upon giving written notice to the Vendor. The Owner shall pay all reasonable costs incurred by the Vendor up to the date of termination. However, in no event shall the Vendor be paid an amount which exceeds the price bid for the work performed. The Vendor will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

12. Contract Termination for Default

When the Vendor has not performed or has unsatisfactorily performed the Contract, the City may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the City. Failure on the part of a Vendor to fulfill contractual obligations shall be considered just cause for termination of the Contract. The Vendor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the City in reprocurring and completing the work.

13. Electronic Signatures

Both parties explicitly agree to communicate through electronic means, and that includes allowing for electronic signature on any agreement between the parties.

14. Environmental Responsibility

For the duration of the Contract, the Vendor shall, upon request, provide proof acceptable to the Contract Administrator that Goods and Services being provided under the Contract continue to meet any applicable environmental standard required by the Contract.

15. Ethical Conduct

In addition to being in compliance with all applicable federal, provincial and municipal laws and regulations, Vendors shall behave in an ethical manner having regard for and demonstrating care for, the condition of or well-being and fair treatment of all persons, places and things.

16. Execution by Counterparts

For the convenience of the parties, this Contract may be executed in any number of counterparts with the same force and effect as if all parties had executed the same document. Each counterpart shall be deemed to be an original document. All of the counterparts shall be construed together and shall be deemed, for all purposes, to constitute one and the same agreement, binding on all parties, despite that all parties

did not execute the same counterpart. It shall not be necessary in making proof of this Contract to produce or account for more than one such counterpart. Any amendment to or modification of this Contract provided for herein may be executed in counterpart form.

17. Force Majeure

The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure or inability to perform any obligation(s) contained in the Contract for any cause which is beyond the parties reasonable control. Without fault or negligence, such causes may include, but are not limited to, any act of God, fire, flood, earthquake, tornado, labour disputes, war, revolution, riot, sabotage, terrorism, act of the public enemy, explosion, act or failure to act of any government, agency, board or commission. Lack of finances shall in no event be deemed to be a cause beyond a Party's control.

In the event that performance of the Contract, in the reasonable opinion of either Party, is made impossible by force majeure, then such Party shall so notify the other in writing. At the request of the Owner, the Vendor shall:

- a) complete the provision of the Goods and Services with such adjustments as are required by the existence of the force majeure and are agreed upon by both parties;
- b) suspend all Goods and Services to be provided pursuant to the Contract for the duration of an emergency work stoppage resulting from, for example, a labour dispute. Upon resolution of such an emergency work stoppage both parties shall advise in writing, that work can be resumed and Vendor shall use commercially reasonable efforts to restaff the Project. Any adjustments to be made to the work schedules due to the suspension of Goods and Services shall be agreed upon by both parties; or
- c) terminate the agreement as a last option.

Notwithstanding the above, the parties agree that effective March 17, 2020 the Province of Ontario issued a State of Emergency to address the ongoing COVID-19 pandemic for all non-essential businesses within Ontario. Subsequently on March 24th, the Province outlined which services were essential. On April 3rd, further amendments were made to the essential services list. Municipal government and the services provided were considered essential. Further, suppliers which support such essential services were also deemed essential. The parties agree that they will, despite these circumstances, work together in good faith to perform the services using their best commercial efforts. In the event the Vendor is unable to perform under the Contract as a result of COVID-19, upon notice to the Owner and subject to mutual agreement, services may cease with no additional claim for costs by either Party and only additional time being permitted. As other circumstances change, the parties will communicate with one another to ensure a

joint solution will be met which ensures the safety and health for all those which participate in the services.

18. Indemnification

The Vendor agrees that the Owner shall not be liable for any injury or damage (including death) to any employees, officer or agent of the Vendor, unless the injury loss or damage is caused by the negligence of an officer or employee of the Owner while acting within the scope of his or her employment.

The Vendor agrees that it shall, at all times, indemnify and save harmless the Owner, each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the Owner in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Vendor or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Vendor under this Contract including any non-compliance or breach of applicable laws by the Vendor, including in relation to any claims arising under the Construction Act (Ontario) as the act applies.

The Vendor agrees that it shall, at all times, indemnify and save harmless the Owner, each of its elected officials, officers, employees and agents from and against all claims arising out of the Vendor's *professional duties* as contracted including demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the Owner in respect of any costs, expenses, loss, and reasonable legal fees, arising out of the Vendor's professional duties whether direct or indirect, by reason of or in connection with negligent acts or omissions of the Vendor or any of its officers, directors, employees or agents in connection with the services performed, purportedly performed or required to be performed by the Vendor under this contractual agreement, including any non-compliance or breach of applicable laws by the Vendor, including in relation to any claims arising under the Construction Act (Ontario) as the act applies.

19. Independent Contractor

The Vendor, any employees of the Vendor and its agents and sub-contractors shall not be deemed to be at any time employees or servants, agents or sub-contractors of the Owner. The parties agree that the Vendor shall be an independent contractor in the provision of the Goods and Services under the Contract and that no employment relationship is to be created between the Vendor or any employees of the Vendor and the Owner. The Vendor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada Pension Plan, Employment Insurance, Workplace Safety Insurance Board or Income Tax.

20. Insolvency, Winding Up

In the event of any proceeding, voluntary or involuntary, in bankruptcy or insolvency, winding up or other creditors' proceeding by or against the Vendor, or in the event of the appointment, with or without the Vendor's consent, of a receiver, a receiver and manager, agent liquidator or other similar administrator, or an assignee for the benefit of creditors, the Owner shall be entitled to cancel any unfilled part of the Contract without any liability whatsoever.

21. Inspection

The Owner or persons authorized by the Owner, shall have the right, at all reasonable times, to inspect or otherwise review the services performed, or being performed under the Contract and the premises where they are being performed.

22. Insurance

The Vendor agrees to provide appropriate insurance as set out in Part A Supplementary Conditions, Section 1, Insurance Requirements.

23. Intellectual Property

The Contractor shall indemnify and save harmless the Owner, its Councillors, employees and agents from any and all liability, damages, orders, injunctions, penalties, costs and expenses arising in relation to any actions, causes of action, claims, suits or other proceedings commenced against the Owner by any third party regarding the receipt, purchase or use by the Owner of the Contractor's services under the Contract and which infringes any third party patent, copyright, trade secrets, secret process or any other intellectual property entitlement whatsoever and from liability of any kind for the use of any composition, secret process, invention article, appliance, good or service furnished or used in performance of the Contract of which the Contractor is not the patentee, assignee, licensee or trademark holder.

24. Invoicing

Invoices should be emailed to apinvoices@brampton.ca or mailed to the Owner's Accounts Payable Department with the following requirements:

- Purchase Order number
- Invoice number
- Invoice date
- Description of goods / service
- Name of Owner representative (the person requesting the goods/service)
- Harmonized Sales Tax shown separately
- Vendor's HST registration number
- Special Notes

Each invoice shall show shipping charges as a separate item and shall contain the original or a copy of the bill indicating that payment by the Vendor for shipping has been made, notwithstanding any agreement by the Owner to pay freight or other transportation charges.

Work shall be invoiced in accordance with the quoted prices in the Bid.

All invoices for services shall be accompanied by a valid W.S.I.B. Certificate of Clearance. In case the Vendor has failed to provide the certificate, the Owner reserves the right to withhold payment until the valid certificate is presented regardless of the amount owed.

Invoices that do not comply with the above requirements may result in delay of payment and may be returned for adjustment prior to processing payment. Any delays resulting from this action shall not prevent the Owner from taking any payment discounts.

25. MFIPPA

Information contained in a Bid submitted to the Owner shall be subject to disclosure as may be required under the provisions of MFIPPA. Any confidentiality obligations of the Owner under the Invitational Bid Call are expressly subject to the obligations and requirements of *MFIPPA* now or hereafter in effect.

26. Non-Disclosure

Neither the Owner nor the Vendor shall at any time divulge any matters relating to the business of the other party or any customers, agents of the other party which may become known to it by reason of its services or otherwise and shall be true to the other party in all dealings and transactions relating to the services contemplated by the Contract. Furthermore, neither the Owner nor the Vendor shall use at any time, during the Contract, or after its termination, for its own benefit or purpose of any other person, firm, corporation, association or other business entity, any trade secrets, data or plans belonging to or relating to the affairs of the other party, including knowledge relating to customers, clients, or employees of the other party.

27. Non-Performance

The performance of the Vendor will be evaluated on a regular basis. If the quality of work and the rate of progress is not in accordance with the provisions of the Contract, the Owner shall notify the Vendor of the deficiencies and, following the delivery of such notice, afford the Vendor an opportunity to rectify the deficiencies. Should the Vendor fail to rectify the deficiencies in the time allowed, then the Owner shall be at liberty to cancel the Contract, and in so doing, shall be under no obligation whatsoever to the Vendor. In addition, in the event of non-performance, payment in whole, or in part, may be withheld.

28. Order of Precedence

The Contract will be governed by the provisions contained in the Contract Documents in the order shown, if applicable:

- Owner-authorized change orders
- The Owner's Purchase Order
- Formally executed agreement
- Addenda

- Scope of Work or Statement of Work
- Supplementary Conditions
- General Conditions
- Vendor's Bid

The foregoing documents are all the Contract Documents and constitute the full agreement between the parties. Where a conflict arises among the terms of any of the above documents, the documents shall prevail as listed in descending order.

29. Ownership and Delivery of Materials

The Vendor agrees that all information and material of any kind whatsoever acquired or prepared by or for the Vendor pursuant to the Contract shall, both during and following the expiration or termination of the Contract, be the sole property of the Owner, including all information and material provided by the Owner to the Vendor for the purposes of the Contract. The Vendor is however permitted to retain copies of all reports.

Upon the request of the Owner, the Vendor agrees to deliver forthwith to the Owner all materials and information specified in the request that is/are the property of the Owner and in the possession or under the control of the Vendor. Except for reports prepared by the Vendors for the Owner, no copy or duplicate of any such material or information delivered to the Owner shall be retained by the Vendor without the prior written approval of the Owner. The Vendor further agrees not to destroy any material or information which is the property of the Owner without the Owner's prior written approval. This provision survives the expiration or termination of the Contract.

30. Payments

The Owner's method of payment is by electronic payment. The Vendor shall be requested to complete the Accounts Payable Direct Deposit Set-Up Form.

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Owner.

The Owner shall not be required to make any payment to anyone other than the Vendor.

Except only where expressly provided otherwise, all prices in the Contract are stated and shall be paid in Canadian currency.

All charges against the Vendor shall be subject to deduction or setoff from current obligations that are due or may become due in respect of this or any other transaction with the Vendor. In the event that collection is not made in this manner the Vendor shall pay the Owner, on demand, the amount of such charges.

Where there is a question of non-performance, the Owner may withhold payment in whole or in part against which to charge back any adjustment required.

The Vendor shall not claim or apply for penalty charges in respect of late payment.

31. Personal Information

The Vendor will comply with any laws pertaining to Privacy Protection to which the Owner is subject (including PIPEDA, MFIPPA, regulations and common law). In addition, the Vendor will provide the Owner with information, cooperation and assistance, as requested by the Owner from time to time, in order to enable the Owner to comply with any and all requirements to which the Owner is subject under any laws pertaining to the Privacy Protection (including PIPEDA, MFIPPA, regulations and common law). The Vendor shall indemnify the Owner for any loss or damages claimed by a third party as a result of a breach of obligations related to Privacy Protection in respect of personal information in the possession of the Vendor.

32. Professional Services and Associated Costs

The Owner is required to pay the Harmonized Sales Tax (HST) on all goods, materials, labour, services and equipment. This tax must be shown separately and is not to be included in the unit prices.

The Vendor shall not be entitled to claim to have performed any additional work or services under this Contract that would cause the total contract price to be exceeded unless an increase is authorized by the Owner and effected and evidenced by a written amendment or change order.

The total contract price includes and covers custom duties, transportation, overhead, profit and all other charges, excluding the Harmonized Sales Tax (HST).

33. Publicity/Use of Names

Except as provided for in the Contract, any news release, public announcement, advertisement, or publicity released by the parties concerning the Contract or the initiative will be subject to the prior written approval of the other party and any third parties as required. Any such publicity shall give due credit to the contributions of each party.

Neither party has the right to use the other's name, logo, trademark, insignia or other intellectual property without the prior written consent of the other.

The Vendor agrees to obtain the written consent of the Owner before publishing or issuing any information regarding the Owner or the Contract.

34. Receipt of and Addresses for Notices in Writing

Notices in writing will be addressed to the Owner at the address set out below.

Notice in Writing will be addressed to the Vendor as shown on the Bid from the Vendor.

The delivery of a *Notice in Writing* will be by hand, by courier, by prepaid first class mail, or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A *Notice in Writing* delivered by one party in accordance with the *Contract* will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received five calendar days after the date on which it was mailed, provided that if either such day is not a business day, then the *Notice in Writing* shall be deemed to have been received on the business day next following such day. A *Notice in Writing* sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a business day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first business day next following the transmission thereof. An address for a party may be changed by *Notice in Writing* to the other party setting out the new address in accordance with this provision.

Owner: Purchasing
City of Brampton
2 Wellington Street West
Brampton, Ontario L6Y 4R2
Email: purchasing@brampton.ca

35. Right To Audit

The Vendor shall maintain complete, true and correct records, together with such supporting or underlying documents and materials, for the duration of this Contract. All such records shall be in an organized and accessible manner to the Owner and its authorized representatives. The Vendor will retain these records for a period which is the greatest of (i) seven (7) years following the completion, expiry or termination of this Contract, including any and all renewals thereof; or (ii) such period that any such records are required to be retained under any applicable laws and regulations; and (iii) in the case of any matter which is the subject of dispute under the Contract, the date on which a final resolution of the dispute is achieved. No provision of this Contract will be construed so as to give the Owner any control whatsoever over the Vendor's records.

The Owner and its authorized representatives shall have the right to audit, to examine and make copies of or extracts from all financial and related records relating to or pertaining to the Contract kept by or under the control of the Vendor, including, but not limited to those kept by the Vendor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but are not limited to, accounting records; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); related payroll documents (timesheets, etc.); bank statements and journals. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the Owner unless the audit identifies or discloses overpricing or overcharges (of any nature) by the Vendor to the Owner in excess of 0.5

percent (.5%) of the total Contract billings. In this case, in addition to the Vendor making prompt adjustments for the overcharges, the Vendor shall also promptly reimburse the Owner for the actual cost of the Owner's audit.

During the Term and for seven (7) years following the expiry or termination of this Contract, the Owner or any authorized representative of the Owner will be entitled, upon at least five (5) business days' prior notice to Vendor, to review or audit any of these records. When requested by the Owner, the Vendor will provide the Owner and any authorized representatives referred to in this section with access to and copies of these records as well as any further information that may be required with reference to these records. The Owner and its authorized representatives referred to in this section will have the right to remove all such documents for the purpose of making copies and will return them to the place from which they were removed.

The Vendor shall ensure the Owner has these audit rights with the Vendor's employees, agents, assigns, successors and subcontractors and the obligations of these rights shall be explicitly included in any subcontract or agreement formed between the Vendor and any subcontractors to the extent that those subcontracts or agreements relate to fulfilment of the Vendor's obligations to the Owner.

This right to audit shall not be construed to limit, revoke, or abridge any other rights, powers, remedies or obligations relating to audit which the Owner may have by municipal, provincial, or federal statute, ordinance or regulation, whether those rights, remedies powers, or obligations are express or implied.

This right to audit section shall survive the completion, expiry or termination of this Contract.

36. Services

This Contract specifies the services that the Vendor will be required to provide in accordance with the Bid Document and the Vendor's Bid.

The Vendor understands and agrees that all additional services shall be requested on an as and when requested basis and that nothing in this Contract obliges the Owner to authorize or order any additional services whatsoever or to spend more than the estimated expenditures for disbursements. The basic scope of the services authorized by this Contract is identified in the Bid Document and the Vendor's Bid and is to be performed within the period of the Contract.

37. Service Standard requirements

The Vendor is responsible for ensuring that the recommended services are in compliance with all applicable current Federal, Provincial and Municipal Regulations, Codes, Standards, Policies, By-Laws and Orders.

38. Sub-Consultants

The Vendor shall not sub-consult any portion of the Contract work without prior written approval by an authorized representative of the Owner.

The Vendor shall be solely responsible for the payment of every sub-consultant employed, engaged, or retained by it for the purpose of assisting it in the performance of its obligations under the Contract. The Vendor shall coordinate the provision of the Goods and Services by its sub-consultants in a manner acceptable to the Owner, and ensure that they comply with all the relevant requirements of the Contract.

The Vendor shall be liable to the Owner for all costs or damages arising from acts, omissions, negligence or willful misconduct of its sub-consultants, suppliers and of persons directly or indirectly employed by them.

39. Survival of Clauses

Upon the termination of the Contract for any reason including normal expiration, clauses pertaining to indemnity and limitation of liability, confidential and proprietary information, and publicity, in addition to any other clauses which survive by operation of law, shall survive the expiration or other termination of the Contract.

40. Taxes

The Vendor is required to be registered and in full compliance with legislative requirements for the Harmonized Sales Tax (HST).

Invoices paid to addresses outside Canada shall be subject to applicable withholding taxes in accordance with the *Income Tax Act* of Canada and any applicable treaties.

41. Timing

Time is of the essence for the delivery or provision of the goods and services requested.

Notwithstanding that the Vendor has complied with the above requirements, the Owner may exercise any right of termination.

42. Vendor Accessibility Responsibilities

All vendors including, but not limited to, contractors, third-parties, external service providers etc. are responsible for complying with the requirements outlined in the [*Accessibility for Ontarians with Disabilities Act \(AODA\) S.O. 2005, c. 11.*](#)

The Vendor Accessibility Responsibilities Manual below, provides a high-level overview of AODA requirements, key Accessibility considerations and tips on providing Accessible customer service. Vendors should build upon the information provided in the manual and foster a barrier-free approach so that individuals of all abilities have equitable access to their services, goods, technology and/or information.

It is the responsibility of the vendor to understand which requirements are applicable to their business, organization, and/or entity and ensure they are in compliance with the AODA.

<https://www.brampton.ca/en/City-Hall/Accessibility/Documents/Inclusive%20Customer%20Service%20Resource%20Manual%20for%20Vendors.pdf>.

43. Vendor Covenants

The Vendor hereby covenants, warrants and agrees:

- To perform the services in accordance with the terms, provisions, and conditions of the Contract, all specifications and requirements of the Owner and any supplemental change orders issued by the Owner.
- That each of the Vendor and all its agents are competent to perform the services required under the Contract in that they each have the necessary qualifications including the knowledge, skill, experience and ability to perform the services to the Standard.
- To provide all the necessary expertise, supervision, equipment, supplies and materials necessary in connection with providing and performing the services as described in the scope of work/terms of reference to the satisfaction of the Owner at the quoted prices.
- The Vendor may be requested to apply for any requisite permits. The Owner will pay for all permits and fees.
- To abide by the provisions of all legislative enactments, statutes, by-laws and regulations in regard to safety in the Province of Ontario.
- That, throughout the term of this Contract, it will not be a non-resident of Canada for purposes of the Income Tax Act (Canada).

44. Vendor Performance Evaluation

The Vendor's performance will be evaluated in accordance with the Owner's Vendor Performance Evaluation Process as set out in the Vendor Performance Standard Operating Procedure. The performance evaluation will be used to provide feedback to the Vendor; to provide the Vendor with the opportunity to implement performance improvements during the duration of the Contract; and to justify an award or non-award of future Contracts by the Owner in accordance with the terms of the Vendor Suspension Administrative Directive.

45. Waiver

Any failure by either party to enforce at any time any of the provisions, including the termination provisions of the Contract shall not be construed to be a waiver of such provision or of the right of either party to enforce such provision or exercise any other rights available to it under the Contract or at law at any time.

46. Workplace Safety and Insurance Board (WSIB)

A valid Workplace Safety and Insurance Board Clearance Certificate from the Ontario Workplace Safety and Insurance Board shall be required to perform the work.

If WSIB Insurance is not required, proof of such status from the Workplace Safety and Insurance Board shall be provided to the Owner.

Any changes to the WSIB status during the term of the Contract, such that coverage is required, a valid WSIB Clearance Certificate shall immediately be provided to the Owner.