



## *Procurement Terms and Conditions*

Algonquin Lakeshore Catholic District School Board (ALCDSB) purchase orders are issued subject to the following terms and conditions. Additional terms, conditions and requirements may be specified in a competitive process issued by ALCDSB.

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### *PURCHASE ORDERS*

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1. ALCDSB purchasing policy requires the use of purchase orders for specified situations and dollar limits. The policy is available on ALCDSB website under Policies and Procedures.
2. Each Purchase Order must have a Purchase Order number which shall be placed on all invoices, delivery tickets, bills of lading, packages, samples and/or correspondence with ALCDSB. Invoices received without a purchase order number may be returned unpaid.
3. The prices quoted on the purchase order shall be the maximum cost liability incurred by the Board.
4. No agreement or other understanding in anyway modifying the conditions of this contract will be binding on the Purchaser unless made in writing and signed by the Board's authorized representative.
5. All prices are paid in Canadian Funds unless otherwise stated. All prices are F.O.B. destination, and include all packing, freight, storage, royalty, transportation, delivery, loading and insurance costs unless otherwise agreed to in writing by ALCDSB.
6. The vendor must notify ALCDSB within five (5) days from receipt of the purchase order if the order is not accepted or the unit prices are in error and ALCDSB reserves the right to adjust or cancel the order in these cases.
7. No substitutes or changes can be made to the order without prior written authority from the Purchasing Services Department.
8. No allowance will be made for packing, cartage or crating unless otherwise agreed to in writing.



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## *RECEIVING*

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9. Title to all goods and the risk of damage, loss or destruction remain with the Vendor until the ALCDSB accepts the goods at delivery.
10. ALCDSB count, weight or measure will be accepted as final and conclusive on all shipments not accompanied by a packing slip.
11. Inspection and Returns
  - a) All goods delivered are subject to inspection, approval and testing within a reasonable time after delivery at ALCDSB premises.
  - b) If deemed unsatisfactory, the goods may be returned to the vendor at the vendor's expense. The vendor will cover all return costs in both directions.
  - c) If payment has been made by ALCDSB, the full amount will be refunded to ALCDSB.
12. ALCDSB reserves the right to cancel all or any part of this order upon which deliveries have been delayed 10 days after specified delivery date at no penalty to the purchaser.

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## *INVOICING*

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13. In the event of the insolvency of the Vendor, its successors or assigns, or any assignment by Vendor for the Benefit of its Creditors, ALCDSB shall have the right to immediately cancel this order with no penalty to ALCDSB.
14. Invoices - the applicable taxes, HST, must be shown separately and all applicable license numbers must be stated on the invoice.
15. All invoices shall be mailed to: Accounts Payable Department, at 151 Dairy Avenue, Napanee, Ontario, K7R4B2.
16. All credit memos, refunds, cheques etc., are to be made payable to ALCDSB only.
17. Payment shall be made within 30 days of the later of the date of receipt of an invoice or the date of acceptance and/or approval of the goods and services.
18. ALCDSB shall not purchase on a C.O.D. basis.



19. In the event that the ALCDSB is entitled to a cash discount, the period of computation will commence on the receipt of a correctly completed invoice delivered to the ALCDSB.

20. Direct Deposit

- a) ALCDSB method of payment is by direct deposit, as electronic funds transfer has proven to be faster and more secure.
- b) A “Direct Deposit Authorization Form” will be sent to the successful vendor with the Purchase Order. ALCDSB must receive the completed form prior to payment of invoices.
- c) The vendor must use a Canadian bank account and invoice in Canadian dollars.
- d) In exceptional circumstances, a different method of payment may be considered at ALCDSB's discretion.

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***ADDITIONAL TERMS***

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21. Vendor shall comply with all applicable laws, regulations, ordinances and rules, give all stipulations and representations required by the same and procure all necessary permits and licenses at their expense.

22. Electrical equipment

- a) The Vendor must provide two (2) sets of electrical schematics, shop drawings and operating manuals at no charge, if requested.
- b) All electrical equipment must meet CSA and/or ULC approval and must have the same visible on the outside of equipment. Any cost associated with this approval shall be the responsibility of the Supplier.

23. Warranties and Guarantees

- a) Unless otherwise specially agreed to, all materials, equipment and workmanship, sold and supplied hereunder is guaranteed for a period of one year from date of installation and all defective parts will be replaced at vendor's expense provided such defective parts have been given normal and proper usage.
- b) The ALCDSB is relying on the Supplier's skill and judgement in selecting and providing both goods and services appropriate to the ALCDSB purpose. All goods are to be free and clear of any and all liens and encumbrances and will conform and comply in all respects with applicable safety orders, regulations and laws of any Municipal, Provincial, and Federal governments. Services will be performed in a skillful and workmanlike



manner to the satisfaction of the ALCDSB. Goods and Services which ALCDSB determines are defective or not conforming to the foregoing will be returned to or removed by the Supplier at the Supplier's expense.

#### 24. Workplace Hazardous Materials Information System

- a) The Supplier shall meet all WHMIS requirements as defined under the Ontario Health and Safety Act. A current Material Safety Data Sheet conforming to WHMIS legislation must be provided by Supplier with all goods shipped which are regulated by WHMIS at no charge to ALCDSB.

#### 26. Litigation

- a) All litigation resulting from this P.O. shall be handled within Ontario legal jurisdiction.

#### 27. Independent Contractor

- a) In accepting this order, the Vendor warrants that the company is an independent Contractor for all intents and purposes and that Vendor will protect and save harmless ALCDSB from any claims for damage arising from injury to Vendor's Employees from any cause whatsoever while in and about ALCDSB property.
- b) The vendor further agrees to carry Workplace Safety Insurance necessary under Provincial or Federal Statutes.
- c) The Vendor also agrees that none of the individuals for whom compensation for services is paid by the Vendor shall be deemed to be employed by ALCDSB for the purpose of any tax or contribution levied by Federal or Provincial or Local Law and the Vendor accepts exclusive liability for any payroll taxes or contributions imposed by Federal or Local Law covering Vendor's Agents or Employees.

#### 28. Proprietary Information

- a) If the order refers to plans or specifications the same shall be deemed to be incorporated in and be part of this order and of the contract, and any plans, blueprints, patterns, etc., furnished by the purchaser to the supplier shall not be published or disclosed by the supplier to any other person or corporation and shall be returned to the purchaser upon completion of the order.

#### 29. Criminal Background Checks

- a) All service providers doing business with the board will not engage any employee or other person to perform services for the service provider who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person



has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the Board. The Supplier covenants and agrees that it will not engage any employee or other person to perform services for the Supplier who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such employee or other person has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well-being of the students of the client.

- b) The service provider will retain on file a criminal background check covering convictions, charges and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP (“Criminal Background Check”), prior to the occurrence of such possible direct contact with students. The Supplier agrees to retain on file a criminal background check covering convictions, charges and occurrences under the Criminal Code.
- c) The service provider will collect and retain on file an Offence Declaration in a Board approved form for every employee of the service provider or other person who will perform services for the service provider who may come into direct contact with students on a regular basis or who may have access to student information, prior to the occurrence of such possible direct contact or prior to having access to student information on or before September 1st each year thereafter. All criminal checks are to be completed annually and made available to the Ontario Education Services Corporation or any other entity as the ALCDSB may designate.
- d) The Board shall be entitled to review the Criminal Background Checks and Offence Declarations for any service provider upon 48 hours written notice. In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Board in the circumstances then the service provider will prohibit the employee of the service provider or other person who performs services for the service provider from providing services to the Board without prejudice to any other rights which the Board may have in the purchasing arrangements with the service provider.
- e) Additionally, where a service provider having direct contact with students on a regular basis is a sole proprietor or where the owner is in direct contact with students on a regular basis, the service provider will be required to provide an original Vulnerable Sector Police Records Check for this individual current within three years to the Board.



30. Occupational Health & Safety Act

- a) The Supplier agrees to observe strictly and faithfully the provision of the Occupational Health and Safety Act and all regulations and rules and agrees to indemnify and save
- b) ALCDSB harmless from any breach or breaches of the Act.
- c) The Supplier agrees to assume full responsibility for the enforcement of the Act to ensure compliance therewith and further acknowledges and agrees that any such breach by itself of any of its subcontractors may result in the immediate termination of this contract.

31. Insurance

- a) The Supplier shall provide liability insurance as follows:
  - WSIB in accordance with the law of Ontario
  - General Liability \$5,000,000 per occurrence
  - Automobile Liability \$2,000,000 combined single limit for Bodily Injury
  - Property Damage and
  - Additional insurance, as required.