

**Facilities Management Procurement
Purchase Order Terms and Conditions**

1. Introduction

1.1 The following terms & conditions (the "Terms and Conditions") form part of each agreement by purchase order (the "Purchase Order") between the specific Lower Mainland Health Organization named on the Purchase Order (the "Health Organization") and the contractor named on the Purchase Order (the "Contractor") for the supply of equipment, materials, products and/or services (the "Products and Services") described in the Purchase Order.

1.2 Fraser Health Authority, as represented by its Facilities Management Procurement department, is authorized to act as agent for, and to enter into the Purchase Order on behalf of or in the name of, the following Lower Mainland Health Organizations: Vancouver Coastal Health, Providence Health Care, Provincial Health Services Authority and Fraser Health Authority.

2. Acceptance of Terms

2.1 Upon the Contractor's acceptance of the Purchase Order, the Contractor will deliver to the Health Organization (by email, fax, courier, or mail) a copy of the Purchase Order signed by an authorized signatory of the Contractor. Delivery of a signed Purchase Order constitutes the Contractor's acceptance of the Purchase Order, including these Terms and Conditions (except as may be specifically agreed otherwise in writing by the Health Organization). If the Contractor fails to deliver a signed copy of the Purchase Order to the Health Organization, but proceeds to supply any of the Products and Services to the Health Organization, such supply will be deemed to be the Contractor's acceptance of the Purchase Order, including these Terms and Conditions. An agreement formed under this section supersedes and cancels all previous agreements, offers or proposals between the parties relating to the subject matter of the Purchase Order, either oral or written, including those contained in the Contractor's proposal or elsewhere.

3. Priority Of Terms And Conditions

3.1 In the event of a conflict between these Terms and Conditions and a provision of another document that is part of the Purchase Order, the provisions of these Terms and Conditions will govern unless otherwise expressly stated in the other provision.

4. Time is of the Essence

4.1 The Contractor will supply the Products and Services according to the timetable or dates specified in the Purchase Order, if any, or otherwise in a timely way.

5. Warranty

5.1 The warranty period for the Products and Services will be one year from the date of receipt of any products and/or substantial performance of any services, during which the Contractor will be responsible to correct any defects or deficiencies in the Products and Services.

5.2 During the warranty period the Health Organization will provide the Contractor with notice of any observed defects or deficiencies. The Contractor will promptly correct the reported defects or deficiencies at the Contractor's expense.

5.3 The Contractor will correct or pay for damage resulting from corrections made while fulfilling its responsibility under s.5.2.

6. Invoicing And Payment

6.1 The Contractor must submit original invoices for Products and Services as directed in the applicable Purchase Order. Invoices must indicate the Purchase Order number, the Contractor's full legal name and address, the Health Organization to which the Products and Services were provided, and a description of the Products and Services (that matches the description, quantity and unit of measure set out in the Purchase Order) and complete purchase price calculations. All taxes must be shown separately on all invoices.

6.2 The Health Organization will pay invoices within 60 days of receipt, except if the Health Organization reasonably disputes any invoice, the Health Organization will notify the Contractor in writing within 30 days of the date of receipt of the invoice, and the dispute will be resolved in accordance with Section 14 of these Terms and Conditions.

7. Cancellation

7.1 The Health Organization may at any time by written notice to the Contractor cancel the Purchase Order with respect to Products and Services that, as of the date of cancellation, have not been delivered.

7.2 If the Health Organization cancels the Purchase Order under section 7.1, the Health Organization will pay all reasonable documented costs the Contractor has incurred or has irrevocably committed to incur with respect to the cancelled Products and Services. Such payment will in no event exceed the purchase price under the Purchase Order with respect to the cancelled Products and Services, and will be reduced by any refunds or salvage available to the Contractor, plus the aggregate amount, if any, previously paid by the Health Organization on account of the cancelled Products and Services.

8. Licences And Permits

8.1 The Contractor will, at its own expense, obtain and maintain all licenses, certificates, permits, and authorizations necessary and required to supply the Products and Services, and will provide copies of such licenses, certificates, permits, and authorizations to the Health Organization upon request.

9. Safety

9.1 If the Purchase Order includes any inspection, installation or other work by the Contractor, all such activity will be performed and undertaken in strict compliance with all applicable safety laws and regulations, and also in strict compliance with any safety procedures and policies published and issued by the Health Organization and Workers Compensation Act of British Columbia.

9.2 The Contractor will, at its own expense, maintain its registration in good standing with WorkSafeBC, and pay for the assessments for its workers and/or Personal Optional Protection.

9.3 The Contractor will undertake all the responsibilities as the Prime Contractor for the Work as defined by the Workers Compensation Act of British Columbia and listed below:

Workers Compensation Act:

Part 3 — Occupational Health and Safety

Division 3 — General Duties of Employers, Workers and Others

Coordination at multiple-employer workplaces

118 (1) In this section:

"multiple-employer workplace" means a workplace where workers of 2 or more employers are working at the same time;

"prime contractor" means, in relation to a multiple-employer workplace,

(a) the directing contractor, employer or other person who enters into a written agreement with the owner of that workplace to be the prime contractor for the purposes of this Part, or

(b) if there is no agreement referred to in paragraph (a), the owner of the workplace.

(2) The prime contractor of a multiple-employer workplace must

(a) ensure that the activities of employers, workers and other persons at the workplace relating to occupational health and safety are coordinated, and

(b) do everything that is reasonably practicable to establish and maintain a system or process that will ensure compliance with this Part and the regulations in respect of the workplace.

(3) Each employer of workers at a multiple-employer workplace must give to the prime contractor the name of the person the employer has designated to supervise the employer's workers at that workplace.

10. Representations

10.1 The Contractor will:

(a) comply with all applicable laws in the Province of British Columbia;

(b) ensure all persons performing any work under the Purchase Order are properly trained, instructed and supervised;

(c) be liable for the acts and omissions of its employees, agents and subcontractors; and

(d) protect the Health Organization's property from damage that may arise from the Contractor's performance of any work under the Purchase Order.

11. Indemnity

11.1 The Contractor will indemnify and save harmless the Health Organization and the Health Organization's employees and agents from any losses, claims damages, actions, causes of action, costs and expenses that the Health Organization and the Health Organization's employees and agents may sustain, incur, suffer, or be put to at any time, either before or after this agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or subcontractors in connection with this agreement, excepting always liability arising out of the independent acts or omissions of the Health Organization and the Health Organization's employees and agents.

12. Insurance

12.1 The Contractor must, without limiting Contractor's obligations or liabilities herein and at Contractor's own expense, purchase and maintain throughout the term of the Purchase Order the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Health Organization:

(a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the Purchase Order and this insurance must:

i. include the Health Organization as an additional insured;

ii. be endorsed to provide the Health Organization with 30 days advance written notice of cancellation or material change;

iii. include a cross liability clause;

iv. include when applicable Tenant's Legal Liability and such coverage will be subject to (i), (ii) and (iii) above;

v. include when applicable Sudden and Accidental Pollution and such coverage will be subject to (i), (ii) and (iii) above; and

vi. include when applicable Contractors Pollution Liability Insurance and such coverage will be subject to (i), (ii) and (iii) above.

Any deductible applicable to property damage shall not exceed Five Thousand Dollars (\$5,000.00).

(b) Automobile Liability on all vehicles owned, operated or licensed by the Contractor in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for a Certificate of Insurance.

12.2 All insurance must be primary and not require the sharing of any loss by any insurer of the Health Organization.

12.3 The Contractor hereby waives all rights of recourse against the Health Organization with regard to damage to the Contractor's property.

12.4 The Contractor must provide the Health Organization with evidence of all required insurance in the form of a completed Certificate of Insurance:

(a) Prior to the commencement of any work under the Purchase Order;

(b) If the insurance expires before the end of the work to be provided under the Purchase Order, within 10 working days of expiration; and

(c) Notwithstanding 12.4(a) or (b) above, if requested by the Health Organization at any time, the Contractor must provide to Health Organization certified copies of the required insurance policies.

12.5 The Contractor must provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Section, in its sole discretion.

13 **Confidentiality and Privacy**

13.1 The Contractor must treat as confidential all non-public information accessed or obtained by the Contractor as a result of its activities under the Purchase Order, and, if dealing with personal information, will comply with the Privacy Policy posted at <http://www.fraserhealth.ca/about-us/business-opportunities/>

14. **Dispute Resolution**

14.1 The parties will make good faith efforts to resolve any dispute relating to the Purchase Order by amicable negotiations.

15. **Assignment and Subcontracting**

15.1 The Contractor may not assign the Purchase Order, the proceeds thereof, or any of its rights and obligations thereunder, in whole or in part, without the Health Organization's prior written consent.

15.2 The Contractor may not subcontract any of its obligations under the Purchase Order without the Health Organization's prior written consent. Where a subcontractor is approved, the subcontract does not relieve the Contractor of any of its obligations or liabilities under the Purchase Order.

16. **Relationship**

16.1 The Contractor is an independent contractor, and nothing in the Purchase Order is intended to create an employment relationship between the Health Organization and the Contractor or any of its employees, contractors or agents.

17. **Applicable Law**

17.1 The Purchase Order will be governed by and construed in accordance with the laws of British Columbia and the applicable laws of Canada.

18. **Policies and Standards**

18.1 The Purchase Order is subject to, and the Contractor agrees that it will comply with and be bound by, those Policies and Standards posted at: <http://www.fraserhealth.ca/about-us/business-opportunities/>