
GENERAL TERMS AND CONDITIONS

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1 DEFINITIONS – in addition to any terms defined within the Contract, the following terms shall have their respective meanings indicated below.

- 1.1 “**Contract**” means the undertaking by the Parties to perform their respective duties, responsibilities and obligations, as set out in the Contract Documents.

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- 1.2 “**Contract Documents**” means the documents listed in the City’s formal agreement which set out the Parties’ respective duties, responsibilities and obligations. To the extent of any inconsistency or conflict among the Contract Documents, the inconsistency or conflict shall be resolved in favor of the document which appears first on the list.
- 1.3 “**Contract Price**” means the price to be paid by the City to the Contractor for the Work, subject to any adjustments provided by the Contract.
- 1.4 “**Work**” means the whole of the goods, services, materials required to be done, furnished and/or performed by the Contractor in order to carry out the Contract.
- 1.5 “**Contractor**” means an individual, corporation, or partnership contracted with for the purposes of performing the Work.
- 1.6 “**City**” means the City of Ottawa and where applicable all its directors, officers, and employees.
- 1.7 “**Parties**” means the City and the Contractor.

2 GENERAL CLAUSES

2.1 Interpretation

- 2.1.1 Documents forming the Contract are complementary; what is required by any one document will be as binding as if required by all;
- 2.1.2 The Contract has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party, does not apply to the construction or interpretation of the Contract;
- 2.1.3 In the Contract the word “dollar” and the “\$” sign refer to Canadian currency; and
- 2.1.4 The words “including” and “include” shall each mean “including without limitation” and shall not be construed as limiting any general statement which they follow to the specific or similar items or matters immediately following such words.

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2.2 Conduct of Work

- 2.2.1 The Contractor represents and warrants that it is competent to perform the Work and that it has the necessary qualifications, including knowledge, skill and experience to perform the Work, together with the ability to use those qualifications effectively for that purpose.
- 2.2.2 The Contractor shall supply everything necessary for the performance of the Work.
- 2.2.3 The Contractor shall: (a) carry out the Work in a diligent and efficient manner; (b) ensure the Work: (i) is of proper quality, material and workmanship; (ii) is in full conformity with the specifications; and (iii) meets all other requirements of the Contract.
- 2.2.4 The Contractor represents and warrants that the Work will be free from any defect in manufacture, material and workmanship. Notwithstanding prior acceptance of the Work by the City, the Contractor shall replace or repair, at its option and its own expense, any Work which becomes defective or which fails to conform to the requirements set out in the Contract as a result of faulty manufacture, material or workmanship. The warranty period shall commence on the date the Work is delivered and accepted by the City and shall extend for one (1) year or as otherwise identified in the Contract.

2.3 Time of the Essence

- 2.3.1 Time is of the essence of the Contract.

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2.4 Award

- 2.4.1 Any award of a contract will be in accordance with the City's Procurement By-Law, as amended, and may be subject to City Council approval.

2.5 Subcontracting

- 2.5.1 Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the City in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier.
- 2.5.2 Notwithstanding subsection 2.5.1, the Contractor may, without prior consent of the City, subcontract such portions of the Work as is customary in the carrying out of similar contracts.
- 2.5.3 In any subcontract, the Contractor shall ensure that the subcontractor is bound by the terms and conditions of the Contract.
- 2.5.4 Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the City in writing, prior to changing any of the subcontractors named in the Contract.

2.6 Assignment

- 2.6.1 The Contract, or the right to receive payment hereunder, shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the City and any purported assignment made without that consent shall be void and of no effect.
- 2.6.2 Assignment of the Contract shall not relieve the Contractor from any obligation under the Contract or impose any liability upon the City, unless otherwise agreed to in writing by the City.
- 2.6.3 The Contract shall be binding on the parties hereto and their respective successors and assigns.

2.7 Replacement of Personnel

- 2.7.1 When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- 2.7.2 If, at any time, the Contractor is unable to provide the services of any specific person named in the Contract, it shall provide a replacement person who is of similar ability and attainment.

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- 2.7.3 The Contractor shall, before replacing any specific person named in the Contract, provide notice in writing to the City. The replacement must be acceptable to the City.

2.8 Conflict of Interest

- 2.8.1 The Contractor is required to disclose to the City any potential conflict of interest prior to commencing the Work.
- 2.8.2 If a conflict of interest does exist as referred to above, the City may, at its discretion, withhold the Work from the Contractor until the matter is resolved to the satisfaction of the City.
- 2.8.3 If, during the Contract, the Contractor is retained by another client giving rise to a potential conflict of interest, then the Contractor shall so inform the City and if a significant conflict of interest is deemed to exist by the City, then the Contractor shall:
- 2.8.3.1 Refuse the new assignment, OR;
- 2.8.3.2 Take such steps as are necessary to remove the conflict of interest.

2.9 Force Majeure

- 2.9.1 If the Contractor is delayed in completion of the Contract by reasons of labor disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond the Contractor's control, then the time of delivery shall be extended for a period of time equal to the time lost due to such delays, at no cost or penalty to the City.
- 2.9.2 No delivery time extension shall be granted for delays unless written notice of the delay is given to the City within three (3) business days of its commencement. In the case of a continuing cause of delay, only one notice shall be necessary.

2.10 Excusable Delay

- 2.10.1 Any delay by a Party to the Contract in the performance of its obligations hereunder that is caused by an event beyond its control and which could not have been avoided by means reasonably available to it shall be an Excusable Delay. In the event of an Excusable Delay, the Party delayed shall, within three (3) business days, give notice to the other Party of the events that caused the delay indicating the reasons for the delay and showing what portion of its obligations hereunder are affected, and how. Within five (5) further business days the Party delayed will give the other Party a further written notice detailing its plans to prevent further delay and recovery plan for lost time. Notwithstanding the times set out herein for provision of notices the Party delayed shall act promptly when any event causing an Excusable Delay occurs and use all reasonable means to prevent further delay and recover lost time.

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2.11 Invoice Submission

- 2.11.1 Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each delivery or shipment. Each invoice must indicate whether it covers partial or final delivery.
- 2.11.2 The Contractor is required to ensure it identifies the following information on all invoices:
- Contractor name, mailing address, email address and telephone number
 - Invoice date
 - Unique Invoice number
 - Payment terms
 - Description of the good or service purchased
 - Purchase order number (if applicable)
 - Identification of the City contact by full name and email address or established City client/customer
 - Unit cost, quantity, subtotal, taxes and total amount due
 - Contractor's tax registration number where applicable.
- 2.11.3 Unless indicated otherwise in the Contract, Contractors who are enabled on SAP Ariba are required to submit invoices through the SAP Ariba network.
- 2.11.4 If the Contract indicates that invoices shall be submitted by email, Contractors are required to submit invoices to AP-CF@ottawa.ca in PDF (PDF v1.7 or lower, Black and White, minimum 300 DPI resolution) or TIFF (Black and White, minimum 300 DPI resolution) file format. Supplemental documentation supporting an invoice must be merged into a single file.
- 2.11.5 By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

2.12 Payment Period

- 2.12.1 The City follows a policy whereby in the absence of prompt payment discount terms, all invoices will be paid on a Net 30 basis meaning payments will be made by the City within thirty (30) calendar days of receipt and acceptance of the invoice, or the acceptance of the goods and services, whichever date is later.
- 2.12.2 Contractors are encouraged to offer a cash discount for prompt payment.
- 2.12.3 Contractors are required to receive payment via Direct Deposit (EFT) unless indicated otherwise in the Contract. Information regarding how to register is available at the following link:
http://www.ottawa.ca/en/city_hall/accounts_payable.

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2.13 Accounts and Audit

- 2.13.1 The Contractor shall keep proper accounts and records of transactions and activities associated with the Contract, in addition to all expenditures or commitments made by the Contractor in connection therewith and shall keep all documents, invoices, receipts and vouchers relating thereto. All such accounts, records, invoices, receipts and vouchers shall at all times during the contract period be open to audit, inspection and examination by the City.
- 2.13.2 Copies of said records shall be provided to the City when requested by the employee responsible for the Contract so that they can be maintained in accordance with the City's Records Management Policy and Records Retention and Disposition By-Law 2003-527, as amended.
- 2.13.3 When activities requiring the collection or handling of personal information are contracted out, the Contract shall set out the privacy protection and security obligations assumed by the Contractor. Those obligations shall be at least as stringent as those applicable to the Contractor under the Contract.
- 2.13.4 The Contractor represents, warrants and covenants to the City that it is not aware of any actions, suits or proceedings pending or to its knowledge threatened against or adversely affecting it, which might materially affect its financial condition or its ability to perform and meet all duties, liabilities and obligations as may be required of it under this Contract.

2.14 Survival

- 2.14.1 All Contractor representations and warranties set out in the Contract as well as the provisions concerning indemnity against third party claims, accounts and audit, and confidentiality shall survive the expiry of the Contract or the termination of the Contract, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

2.15 Severability

- 2.15.1 If any provision of this Contract becomes illegal or unenforceable in whole or in part, the remaining provisions shall nevertheless be valid, binding and subsisting.

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2.16 Successors and Assigns

2.16.1 The Contract shall inure to the benefit of, and shall be binding upon, the successors and permitted assigns of the City and of the Contractor.

2.17 Entire Agreement

2.17.1 The Contract shall constitute the entire and sole agreement between the parties with respect to the subject matter of the Contract and shall supersede all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There shall be no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

2.18 Status of the Contractor

2.18.1 The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the City.

2.19 Amendments

2.19.1 No amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment executed by the authorized representatives of the City and the Contractor.

2.20 Waiver

2.20.1 No Party will be deemed to have waived the exercise of any right that it holds under this Contract unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right will be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.

2.21 Staff and Methods

2.21.1 The Contractor shall perform the Work to a professional standard in accordance with current “best practices” and shall employ only skilled and competent staff who shall be under the supervision of a senior member of the Contractor’s staff.

2.22 Publication

2.22.1 The Contractor shall obtain the consent in writing of the City before publishing or issuing any information regarding the Work.

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2.23 Drawings and Documents

2.23.1 Drawings and documents or copies thereof required to perform the Work shall be exchanged between the parties on a reciprocal basis. Drawings and documents, including all drawings and documents delivered in an electronic, digital or other than paper format, prepared by the Contractor for the City, shall be the property of the City free of all claims by the Contractor of any nature and kind.

2.24 Notice

2.24.1 Any notice, demand or other communication required or permitted to be given to any Party to this Contract shall be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the Party for whom it is intended at the address stated in the Contract. Subject to the provisions set out below, any notice will be effective on the day it is delivered to that address.

- a. If a notice is sent by email, the notice is effective on the day the Party sending the notice receives an email delivery receipt confirming delivery of the notice to the other Party's email address.
- b. If a notice is sent by courier, registered mail or facsimile, the notice is effective on the day indicated on the delivery confirmation.
- c. If a notice is sent by regular mail, the notice is effective on the fifth (5th) day after the notice was placed in the mail.

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2.25 Deviations

- 2.25.1 The Contractor will not make any deviations from the Contract Documents without the prior written permission of the City. Unauthorized deviations shall be corrected at Contractor's expense.

2.26 Insurance

- 2.26.1 The Contractor shall provide and maintain, at its sole expense, during the term of the Contract, Commercial General Liability insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence for any negligent acts or omissions by the Contractor. Such insurance shall include, but is not limited to, bodily injury, death and property damage including loss of use; premises, property and operations liability; products and broad form completed operations liability; blanket contractual liability; cross liability; severability of interest clause; contingent employers liability; personal injury liability; owner's and Contractor's protective coverage; non-owned automobile liability; broad form property damage; employees as additional insured and occurrence property damage. The Commercial General Liability insurance policies shall be in the name of the Contractor and shall name the City of Ottawa as an Additional Insured. Such insurance shall contain an endorsement to provide the City of Ottawa with 30 days prior written notice of cancellation. Evidence of insurance satisfactory to the City shall be provided upon request.

2.27 Ownership

- 2.27.1 Unless otherwise provided in the Contract, the Work or any part of the Work shall belong to the City after delivery and acceptance by or on behalf of the City.
- 2.27.2 If any payment is made to the Contractor for or on account of any Work or any part of the Work either by way of progress or milestone payments, that Work or any part of the Work paid for by the City shall belong to City upon such payment being made. This transfer of ownership does not constitute acceptance by the City of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- 2.27.3 Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to and accepted by the City in accordance with the Contract. Even after delivery, the Contractor remains responsible for any loss or damage to any part of the Work caused by the Contractor or any subcontractor.
- 2.27.4 Upon transfer of ownership of the Work or any part of the Work to the City, the Contractor must, if requested by the City, establish to the City's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that the City may require.

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3 ACCEPTANCE OF THE WORK**3.1 Inspection of the Work**

- 3.1.1 The Work and any and all parts thereof shall be subject to inspection and acceptance by the City.

3.2 Approval of the Work

- 3.2.1 Before advancing any payment to the Contractor, the City reserves the right to determine, in its sole and absolute discretion, whether the Work was performed to the satisfaction of the City.
- 3.2.2 The method of approving the Work done will be in writing through electronic mail, courier, fax or traditional mail.
- 3.2.3 In the event that the Work was not performed to the satisfaction of the City, the City may take such action as it deems necessary to correct the Contractor's default, including, without limitation, the following:
- 3.2.3.1 Direct Contractor to re-perform the Work in whole or in part for the Work that was not completed to the City's satisfaction;
 - 3.2.3.2 Withhold payment due or accrued due to the Contractor for the Work performed pursuant to the Contract;
 - 3.2.3.3 Set off any expenses incurred by the City in remedying any or all default or failures of the Contractor in having performed the Work satisfactorily against payment due or accrued due to the Contractor;
 - 3.2.3.4 Terminate the contract for default and /or seek indemnification from the Contractor for losses suffered by the City as a result of such default.

3.3 Final Acceptance

- 3.3.1 Final acceptance shall occur when the City is satisfied that all work defects have been rectified.

4 TERMINATION OF CONTRACT**4.1 Suspension of the Work**

- 4.1.1 The City may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 calendar days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. At any time prior to the expiration of the 180 calendar days, the City shall either rescind the order or terminate the Contract, in whole or in part, under the provisions for termination under the Contract.

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4.2 Termination for Contractor Default

- 4.2.1 Notwithstanding anything to the contrary in this document, should the Contractor fail to comply with a direction or decision of the City properly given under the terms of the Contract, or where the Contractor is deemed by the City to be in default in any other manner as set forth by the following reasons constituting default, the City may, after giving ten (10) calendar days prior written notice to the Contractor of the default, immediately terminate this Contract, in whole or in part, and without charge with respect to all or any part of the Contract. The City shall provide notice in writing to the Contractor of the termination. Reasons constituting default include:
- 4.2.1.1 The Contractor commits a material breach of its duties and obligations under this Contract, unless, in the case of such breach, the Contractor, within ten (10) calendar days after delivery of the written notice set out in Section 4.2.1 above,, and in a manner satisfactory to the City in its sole, absolute and non-reviewable discretion, (a) cures such breach and (b) indemnifies the City for any resulting damage or loss;
 - 4.2.1.2 The Contractor commits numerous breaches of its duties under the Contract that collectively constitutes a material breach;
 - 4.2.1.3 A change in control of the Contractor where such control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of the assets of the Contractor are acquired, by any entity, or the Contractor is merged with or into another entity to form a new entity, unless the Contractor demonstrates to the satisfaction of the City that such event will not adversely affect its ability to perform the services under the Contract;
 - 4.2.1.4 The Contractor commits fraud or gross misconduct; or
 - 4.2.1.5 Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding up of the Contractor.
- 4.2.2 In the event of a termination notice being given under the provisions of this section, the Contractor shall be liable to the City for any milestone payments paid by the City for unfinished work, including all losses and damages which may be suffered by the City by reason of the default or occurrence upon which the notice was based, and also including any increase in the cost incurred by the City in procuring the Work from another source.

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- 4.2.3 In the event of a termination notice being given under the provisions of this section, the City may do such things and incur such costs as it deems necessary to correct the Contractor's default, including without limitation the withholding of payment due or accrued due to the Contractor for services rendered pursuant to this Contract, which moneys may be set off by the City against any expenses that it may incur in remedying a default or failures as described above.
- 4.2.4 In the event of a termination notice being given under the provisions of this section, the Contractor shall agree to repay immediately to the City the portion of any advance payment that is unliquidated at the date of the termination. In the event of a termination notice being given under the provisions of this section, and subject to the resolution of any claim or claims which the City may have against the Contractor as set forth in the previous three paragraphs, payment will be made within thirty (30) calendar days of the date of the invoice from the City to the Contractor for the value of all finished work delivered and accepted by the City, such value to be determined in accordance with the rate(s) specified in the Contract.
- 4.2.5 No specific remedy expressed in the Contract is to be interpreted as limiting the rights and remedies which the City may be entitled to under the Contract or otherwise in law.

4.3 Termination for Convenience

- 4.3.1 Notwithstanding anything contained in the Contract, the City may, at any time prior to the completion of the Work, by giving notice to the Contractor, terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given under this section, the Contractor shall cease work in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The City may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- 4.3.2 In the event of a termination notice being given pursuant to this section, the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by the City:
- 4.3.2.1 on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, whether completed before, or after and in compliance with the instructions contained in, the termination notice;

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4.3.2.2 the cost to the Contractor for all Work terminated by the termination notice before completion, the cost to the Contractor being determined in accordance the Contract Price and percentage completed.

4.3.3 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the City under this section, except to the extent that this section expressly provides.

4.4 Term of Council

4.4.1 Where a contract may extend beyond the term of Council and the subsequent Council not approve sufficient funds to complete the Contract, notwithstanding anything contained in the Contract, the City may, by giving notice to the Contractor, terminate the Contract in accordance with section 4.3 Termination for Convenience.

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5 INDEMNITY**5.1 Infringement**

- 5.1.1 The Contractor warrants that no Work furnished in accordance with this Contract shall infringe upon any patent, registered industrial design, trademark, trade secret, copyrighted work or other intellectual property right. The Contractor, at its sole cost and expense, shall defend and hold harmless the City, its agents, employees and customers against any and all suits, actions and claims arising out of any and every charge of infringement. Where any of the Work furnished in accordance with this Contract is subject to a claim of infringement, the Contractor shall, at the City's option, procure for the City the right to use the Work, modify amend or replace the Work, provided the replacement Work is substantially the same or comparable; or provide to the City a full refund for the applicable Work.

5.2 Indemnification

The Contractor will at all times, defend, indemnify and save harmless the City from and against all actions, whether in contract, tort or otherwise, claims, demands, losses, costs, damages, suits or other proceedings by whomsoever brought, which are in any manner based upon, or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by, or arising directly or indirectly from the performance of this Contract, the breach of any term or condition of this Contract by the Contractor, or any negligence or wilful misconduct on the part of the Contractor in performing the Contract.

- 5.2.1 Neither Party shall be liable for indirect, special, incidental or consequential damages or damages for loss of profits arising directly or indirectly from any contract breach, fundamental or otherwise.

5.3 Royalties and Infringement

- 5.3.1 In this section, "Royalties" includes:

- 5.3.1.1 License fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patent, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and any costs or expenses incurred as a result of the exercise by any person of Moral Rights.

- 5.3.2 The Contractor shall indemnify and save harmless the City and its employees and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by the City of anything furnished by the Contractor under the Contract.

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- 5.3.3 The City shall indemnify and save harmless the Contractor and its servants and agents against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the use by the Contractor of equipment, Specifications or other information not prepared by the Contractor and supplied to the Contractor by or on behalf of the City, provided that the Contractor notifies the City immediately of any such claim, action, suit or other proceeding, but the City shall not be liable to indemnify or save harmless the Contractor for payment of any settlement unless the City has consented to the settlement.

6 CONFIDENTIALITY

6.1 Confidentiality

- 6.1.1 **“Confidential Information”** means all information within the custody or control of the City that is relevant to the Work that is of a proprietary or confidential nature regardless of whether it is identified as proprietary or confidential or not including, without limitation, the terms of the Contract, any information which is confidential or proprietary to third parties, any personal information regarding the City’s employees or residents, all information conceived, developed or produced by the Contractor as part of the Work when copyright or any other intellectual property rights in such information belongs to the City under the Contract. Without limiting the foregoing, any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Notwithstanding the foregoing, Confidential Information shall not include information that:
- 6.1.1.1 Is or becomes generally available to the public without fault or breach on the part of the Contractor, including, without limitation, breach of any duty of confidentiality owed by the Contractor to the City or to any third party, but only after that information becomes generally available to the public;
 - 6.1.1.2 The Contractor can demonstrate was rightfully obtained by the Contractor, without any obligation of confidence of any kind, from a third party who had the right to transfer or disclose it to the Contractor free of any obligation of confidence;
 - 6.1.1.3 The Contractor can demonstrate was rightfully known to or in the possession of the Contractor at the time of disclosure free of any obligation of confidence; or
 - 6.1.1.4 Is independently developed by the Contractor without the use of any Confidential Information.

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- 6.1.2 The Contractor agrees that it will keep the Confidential Information provided to it by the City strictly confidential and will not use the Confidential Information in any way for its own account or the account of any third Party, nor will the Contractor disclose Confidential Information without the City's prior written consent. Further, the Contractor agrees it will not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to the Contract. The Contractor may disclose to a subcontractor any information necessary to perform the subcontract as long as the subcontractor agrees to keep the information confidential in accordance with the requirements of this Section and that the Confidential Information will be used only to perform the subcontract.

6.2 Municipal Freedom of Information and Protection of Privacy Act

- 6.2.1 The City is subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56, as amended ("MFIPPA") with respect to, and protection of, information under its custody and control. Accordingly, all documents provided to the City by the Contractor pursuant to this Contract may be available to the public unless the Party submitting the information requests that it be treated as confidential.

- 6.2.1.1 All information is subject to MFIPPA and may be subject to release under the Act, notwithstanding the Contractor's request to keep the information confidential.

7 COMPLIANCE WITH LAWS AND POLICIES

7.1 Applicable Laws

- 7.1.1 This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 7.1.2 The Contractor shall comply with all laws applicable to the performance of the Work.

7.2 Occupational Health And Safety Act

- 7.2.1 Contractors should note that, where the provisions of the Province of Ontario's Occupational Health and Safety Act, R.S.O. 1990, c. O.1, as amended, and Regulations thereunder apply to the services to be provided under the Contract, all of the responsibilities and obligations imposed upon the "constructor" under the Act must be assumed by the Contractor. All costs for services/materials required to fulfill these obligations shall be included in the Contract Price. Should the City become aware of any violations of this Act and Regulations, a notification will be made to the appropriate authorities. Where so warranted work could be suspended or indeed terminated without cost to the City.

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- 7.2.2 The Contractor shall fulfill all of its obligations in compliance with the Occupational Health and Safety Act, and further agrees to take responsibility for any health and safety violation that may occur. Furthermore, if the City (or any of its council members or employees) shall be made a party to any charge under the Occupational Health and Safety Act in relation to any violation of the said Act arising out of this Contract, the Contractor shall indemnify and save harmless the City from any and all charges, fines, penalties, and costs that may be incurred or paid by the City.

7.3 Employees in Receipt of a Severance Package

- 7.3.1 Contractors must comply with the City of Ottawa's policy regarding former City employees in receipt of a severance package. In accordance with this policy, a former employee may not be re-employed on a permanent, temporary, fee for service or contract basis, whether independently or as part of a consulting firm, until the complete period of time equal to the length of their notice period and/or payment at departure has expired. A former employee may be employed by a consulting firm but may not be assigned to work on a City contract by the firm until their combined notice period and/or payment at departure has expired.

7.4 Sustainable Procurement

- 7.4.1 The City is committed to principles of sustainability, including improving the environment and building stable, resilient communities, and will apply environmentally and socially sound practices in fulfilling its mandate in the planning and provision of materials, services and programs. To further endorse this commitment, Contractors are strongly encouraged to adopt and promote environmentally and socially sound practices and introduce environmentally and socially sound goods, materials and services when dealing with the City. The City may at any time, by written notice, request that the Contractor demonstrate to the City measures taken by the Contractor to promote environmental and social sustainability in its goods, materials, services and operations.

7.5 Equity and Diversity

- 7.5.1 In May 2017, the City of Ottawa Council approved Ottawa's updated "Equity and Diversity Policy". To further endorse this policy, the City of Ottawa strongly encourages all contractors, employing fifty (50) employees or more, to establish an Equity and Diversity program. The City may at any time, by written notice, request that the Contractor demonstrate to the City, the Equity and Diversity Program or measures taken by Contractor's firm.

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7.6 Ethical Procurement

- 7.6.1 The City is committed to procuring goods and services from responsible producers that supply quality products at competitive prices and abide by ethical standards and norms. The updated Ethical Purchasing Policy adopted by City Council on July 8, 2019 ensures that procurement activities are aligned with the City's values and that workplaces producing goods for the City respect human and workers rights.
- 7.6.2 The Supplier Code of Conduct sets the minimum performance standards for the City's Ethical Purchasing Policy. The Contractor and its subcontractors agree to comply with the minimum labour standards set out in the Supplier Code of Conduct. The Ethical Purchasing Policy and the Supplier Code of Conduct are located on the Procurement page of Ottawa.ca. <http://ottawa.ca/en/ethical-purchasing>
- 7.6.3 Where federal law differs from the principles set out in the Ethical Purchasing Policy, the standard that provides the greater right, benefit or protection to the worker shall apply.

7.7 Bilingualism

- 7.7.1 The City of Ottawa recognizes both official languages as having the same rights, status and privileges, and is committed to providing equal treatment to people with respect to the use and benefit of City services, programs, and goods in a manner that respects their linguistic preferences. The Contractor undertakes to perform all of the duties of this Contract while meeting the requirements and provisions of the City of Ottawa's Bilingualism Policy, such as they apply to the active delivery of goods and services in both official languages.

7.8 Extensions of Hospitality

- 7.8.1 City employees are prohibited from accepting gifts, favours, hospitality or entertainment, except as specifically provided in the City of Ottawa Employee Code of Conduct.

7.9 Patents

- 7.9.1 Contractor shall make a prompt written disclosure of any patentable invention, improvement or discovery conceived or first actually reduced to practice in the performance of the Work and shall submit separately, or as part of the final report on the Work, a complete list of all such inventions, improvements and discoveries, including those previously disclosed.
- 7.9.2 Subject to the provisions of this Section, any patentable rights or other rights in any invention, improvement or discovery conceived or actually reduced to practice in the performance of the Work, shall be the property of the Contractor.

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7.9.3 The Contractor, upon request in writing, shall grant to the City, for itself, pursuant to any statute of the Province of Ontario, an irrevocable, non-exclusive, royalty-free license to practice any invention, improvement or discovery conceived or actually reduced to practice, in the performance of the Work, in the manufacture, use and disposition, according to law, of any article or material, and in the use of any method, but such license shall not include the right to sub-license.

7.10 Laws, Permits, Notices, and Fees

7.10.1 The Contractor shall comply with all City of Ottawa by-laws, policies, ordinances, legal requirements, rules, regulations, codes and orders during the performance of the Work.

7.10.2 The Contractor shall give required notices and comply with laws, ordinances, rules, regulations, codes and orders of authorities other than the City which may have proper jurisdiction in relation to the Work which are or come into force during the performance of Work.

7.10.3 The Contractor shall obtain and pay for licences and certificates required for the performance of the Work.

7.10.4 The City will obtain and pay for building permits on behalf of the Contractor when required.

7.10.5 The City will be responsible for verifying Contract Documents are in compliance with applicable laws, ordinances, rules, regulations and codes relating to the Work.

7.10.6 If subsequent to the time of bid closing, changes are made to applicable laws, statutes, regulations, By-laws, ordinances, rules or codes by authorities having jurisdiction to make such changes, and such changes affect the Contract Price, the Contractor shall immediately notify the City in writing requesting direction on variance or change.

7.10.7 If the Contractor fails to notify the City and performs Work knowing it to be contrary to laws, by-laws, ordinances, rules, regulations, codes and orders of authorities having proper jurisdiction, the Contractor shall be responsible for costs, changes, modifications and correction of damages attributable to its failure to comply with those provisions.

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7.11 Workplace Safety and Insurance Board

- 7.11.1 The Contractor shall pay to the appropriate provincial Board/Commission all assessments and levies owing to the Board/Commission in respect to the Contract and any unpaid assessments or levies shall be the sole responsibility of the Contractor.
- 7.11.2 Prior to commencing the Work, Contractors required to be registered in Ontario, must provide evidence of compliance with the requirements of the Province of Ontario with respect to worker's compensation insurance.
- 7.11.3 Out-of-province Contractors are not exempt from having to register and must comply with the requirements of the Workplace Safety and Insurance Board of Ontario. Prior to commencing the Work, out-of-province Contractors NOT required to be registered in Ontario shall provide:
- 7.11.3.1 written confirmation from the Workplace Safety and Insurance Board of Ontario stating the Contractor is not required to be registered in Ontario; and,
 - 7.11.3.2 evidence of compliance with the requirements of the province or territory of the Contractor's place of business with respect to workers compensation insurance.
 - 7.11.3.3 at any time during the term of the Contract, when requested by the City, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors. Failure to provide satisfactory evidence in respect to workers compensation insurance shall result in payment being withheld until satisfactory evidence of compliance has been provided by the Contractor.

7.12 The Accessibility for Ontarians With Disabilities Act, 2005 (AODA)

- 7.12.1 The City of Ottawa is committed to providing equal treatment to people with disabilities with respect to the use and benefit of City services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public. All contractors with the City must comply with all laws applicable to the performance of the work.
- 7.12.2 Third party Contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility for Ontarians With Disabilities Act, 2005 ("AODA"), in particular the Accessibility Standards for Customer Service, O. Reg. 429/07 as well as the Integrated Accessibility Standards, O. Reg. 191/11.

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- 7.12.3 Pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service (the "Customer Service Regulation"), made under the AODA, Contractors who deal with the public or other third parties on behalf of the City, as well as Contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties shall ensure that all of its employees, agents, volunteers, or others for whom it is responsible, receive training about the provision of goods and services provided to people with disabilities. The Accessible Customer Service Training shall be provided in accordance with section 6 of the Customer Service Regulation and shall include, without limitation, a review of the purposes of the AODA and the requirements of the Customer Service Regulation, as well as instruction regarding all matters set out in section 6 of the Customer Service Regulation.
- 7.12.4 Pursuant to section 7 of Ontario Regulation 191/11, Integrated Accessibility Standard (the "Integrated Regulation"), made under the AODA, Contractors who provide goods, services or facilities on behalf of the City shall ensure that all of its employees, agents, volunteers, or others for whom it is responsible, receive training on the requirements of the accessibility standards referred to in the Integrated Regulation and on the Human Rights Code as it pertains to persons with disabilities.
- 7.12.5 The Contractor shall submit to the City or Ministry, if requested, documentation describing its accessibility training policies, practices and procedures, and a summary of the contents of training, together with a record of the dates on which training is provided and the number of attendees. The City reserves the right to require the Contractor, at the Contractor's expense, to amend its accessibility policies, practices and procedures if the City deems them not to be in compliance with the requirements of the Customer Service Regulation and/or the Integrated Regulation. The Contractor shall only assign those employees who have successfully completed training in accordance with such Regulations to provide services to, or on behalf of, the City.
- 7.12.6 The Contractor shall ensure that any information, products, deliverables and/or communication (as defined in the Integrated Regulation) produced pursuant to the Contract shall be in conformity with World Wide Web Consortium Web Content Accessibility Guidelines (WCAG) 2.0 Level AA and shall be provided in accessible Word, Excel, PowerPoint, PDF, etc.