

Niagara Peninsula Conservation Authority Form of Agreement

1. The award contract to the Supplier shall include the terms of this Request for Proposal together with those terms of the bidder's proposal which are not inconsistent with Niagara Peninsula Conservation Authority's documents and which have been specifically accepted by NPCA.
2. The Supplier may not assign or subcontract any of the contracts without the prior written consent of the Niagara Peninsula Conservation Authority.
3. The Supplier shall indemnify Niagara Peninsula Conservation Authority, its Board, employees, servants, and/or agents from all damage, damages, losses, costs, claims, demands, actions, suits, or proceedings that may arise directly or indirectly as a result of the negligent or wrongful acts or omissions of the successful bidder (if any), its employees, agents and/or servants in the performance or purported performance of any of its obligations under the contract, whether or not such claims are initiated by third parties or arise between the parties.
4. The Supplier shall carry at all times during the performance of the work commercial general liability insurance of \$5,000,000 (Five Million). Such insurance shall at a minimum include coverage of broad form property damage, contractual liability, completed operations and product liability, and automobile liability (owned and non-owned), and such other types of insurance as would be carried by a prudent person performing such contract work and as the Niagara Peninsula Conservation Authority may from time to time require.
5. All such policies of insurance shall provide that the Insurers shall give at least thirty (30) days written notice to Niagara Peninsula Conservation Authority prior to any cancellation, material changes, or amendments restricting coverage of any policy or policies.
6. The Supplier shall warrant its work and/or products for a period of not less than one (1) year from completion, installation, or supply against all defects and deficiencies in manufacture, workmanship, and installation. The Supplier shall also promptly remedy or replace any defect or deficiency, in the goods or services as solely determined by the NPCA, upon notice from the NPCA to do so, and at no cost to the NPCA.

Should the Supplier fail to remedy any defect or deficiency promptly within a reasonable time after notice to do so, the NPCA may remedy the defect or deficiency, at the Supplier's cost.

7. Any products supplied and installed by the successful bidder (if any) shall be installed in such a manner as to preserve any and all manufacturer's warranties, for the benefit of Niagara Peninsula Conservation Authority.

8. The NPCA and the Supplier acknowledge and agree that they are independent contractors in a contract for goods and/or services and no employer–employee partnership nor agency relationship is intended or created by their agreement.

The Supplier shall be solely responsible for all matters relating to statutory deduction of all taxes, employment insurance, Canada Pension, carry Workplace Safety and Insurance Board of Ontario insurance premiums, leave, remuneration, discipline, and all licenses and permits which may be or may become required to perform the work.

9. Notwithstanding the above, while at the NPCA, personnel of the Supplier must observe all regulations and policies of the Niagara Peninsula Conservation Authority.
10. In addition to any rights of termination at law or in equity, Niagara Peninsula Conservation Authority shall have the right to terminate any contract formed with the Supplier upon written notice to the successful Bidder.
11. The Supplier is required to sign a Confidentiality and Privacy Agreement **if** personal information is collected, used, or disclosed to the successful bidder to meet the terms of the contract. Niagara Peninsula Conservation Authority Confidentiality and Privacy Agreement meets the legal requirements of the Freedom of Information and Protection of Privacy Act (FIPPA).
12. Payment terms shall be indicated on the pricing detail sheet. If the terms are absent, the NPCA standard of NET 30 days from the date of receipt of the invoice shall apply.