

CITY OF RICHARDSON STANDARD TERMS & CONDITIONS

- 1. F.O.B. - DAMAGE:** Goods shall be F.O.B. Delivered, designated Municipal Facility, Richardson, Texas, and shall include all delivery and packaging costs, unless otherwise specified on purchase order. The City of Richardson assumes no liability for goods delivered in a damaged or unacceptable condition. Contractor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification of the City of damage.
- 2. QUANTITIES:** In the case of annual estimated requirements contract, the City of Richardson reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful Contractor shall have against the City for anticipated profits for the quantities called for or diminished or deleted. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item.
- 3. SPECIFICATIONS:** The City of Richardson has included as part of this contract detailed specifications either on the purchase order, bid continuation form or referenced and attached as separate sheets. Any catalog number, brand name or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase.
- 4. CONTRACT PERIOD:** In the case of annual estimated requirements contract the contract shall be for a predetermined period as specified on purchase order.
- 5. RENEWAL OPTIONS:** In the case of annual estimated requirements contract, if a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and agreement between both the City of Richardson and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 6. WRITTEN CONTRACT:** In the event there is a written contract between City and the Contractor for the goods or services provided pursuant to this PO and there are any conflicts between the written contract and the PO, the written contract shall control.
- 7. PAYMENT TERMS:** Payment terms are NET 30 unless otherwise specified on purchase order.
- 8. INVOICES:** Invoices must be submitted by the Contractor to the City of Richardson Accounting Department, P.O. Box 830309, Richardson, Texas 75083-0309 or AP@COR.GOV.
- 9. TAXES:** The City of Richardson is exempt from Federal Excise and State Sales taxes. TAX MUST NOT BE INCLUDED ON INVOICE. Tax exemption certificates will be executed by the City and furnished upon request.

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- 10. DELIVERY PROMISE – PENALTIES:** Consistent failure of a Contractor to meet delivery promises without valid reason may cause cancellation of contract and removal from the vendors list. When delivery delay can be foreseen, the Contractor shall give prior notice to the Purchasing Department, which shall have the right to extend the delivery date, if reasons for delay appear acceptable. The Contractor must keep the Purchasing Department advised at all times as to the status of the order. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the Purchasing Department to purchase goods elsewhere and charge any increase in cost and handling to the defaulting contractor. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.
- 11. PACKAGING:** Unless otherwise indicated, items provided by Contractor will be shipped new, unused, in first class condition, and in containers suitable for damage-free shipment and storage.
- 12. TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City of Richardson until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 13. PLACE OF DELIVERY:** The place of delivery shall be that set forth in the purchase order. The terms of the agreement are “no arrival, no sale.”
- 14. DELIVERY TIMES:** Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. – 4:00 p.m. Monday – Friday.
- 15. INTELLECTUAL PROPERTY RIGHTS:** Contractor agrees to defend, indemnify and hold the City its officers, agents and employees (collectively “City”) harmless from any lawsuit, claim, damage, loss, or expense including reasonable attorney fees arising out of or relating to any claim against City asserting infringement or alleged infringement of a patent, trademark, copyright, or other intellectual property in connection with the goods or services provided by contractor.
- 16. FUNDING:** City fiscal year is October 1 to following September 30. City reserves right to terminate the contract without penalty in the event funds are not available or in the event funds are not appropriated for the contract.
- 17. ASSIGNMENT:** Contractor may not assign or transfer this contract without prior written consent of City.
- 18. CHANGE ORDERS:** All change orders shall be in writing and approved by the City.
- 19. INDEMNIFICATION:** Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees (collectively “City”) harmless from any lawsuit, claim, damage, injury to or death of any person or damage to or loss of property, or expense including reasonable attorney fees arising out of or relating to any claim against City to the extent caused by any negligent or willful act or omission by contractor in the performance of this contract.

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- 20. TERMINATION FOR DEFAULT:** The City of Richardson reserves the right to enforce the performance of this contract in a manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default on this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: 1) meet delivery schedules, or 2) otherwise perform in accordance with specifications. Breach of contract or default authorizes the City to purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.
- 21. FORCE MAJEURE:** If, by any reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this agreement, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, terrorism, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that and Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 22. REMEDIES:** The Contractor and the City of Richardson agree that each party have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 23. VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. Exclusive venue for any action shall be in Dallas County, Texas.
- 24. PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** No officer or employee of the City shall have financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials; supplies or services, except on behalf of the City and any officer or employee guilty thereof shall thereby forfeit such person's office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with the City Council shall render the contract involved voidable by the City Manager or City Council. (Art 18. Sec.01. Richardson City Charter)

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- 25. PROHIBITION OF BOYCOTT ISRAEL:** By accepting this purchase order, Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Company is a sole proprietor, a non-profit entity or a government entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.
- 26. PROHIBITION OF BOYCOTT OF ENERGY COMPANIES:** By accepting this purchase order, Vendor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.
- 27. PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS:** By accepting this purchase order, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.
- 28.** All Contractors shall comply with all local, state, and federal storm water pollution prevention rules, regulations, laws, and ordinances. For more information, please visit <http://www.cor.net/stormwater>.