



CITY OF RICHLAND, WASHINGTON

STANDARD TERMS AND CONDITIONS – PURCHASE ORDER

The supplier shall provide the goods and/or services described in the Purchase Order subject to the following Standard Terms and Conditions, unless otherwise noted on the face of the Purchase Order. Acceptance of this Purchase Order by Contractor by either Contractor's written acknowledgment thereof or commencement of performance under the Purchase Order shall create a binding agreement and shall be conclusive evidence of the Contractor's acceptance of these Terms and Conditions.

1. **BID / QUOTE / PROPOSAL / GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
2. **ACCEPTANCE:** This order expressly limits acceptance to the terms and conditions stated herein. All additional or different terms proposed by Contractor are objected to and hereby rejected, unless otherwise provided in writing by the City of Richland.
3. **LICENSES:** If applicable, successful contractor shall have a valid and current State of Washington and City of Richland business license. Licenses shall be obtained prior to award of any PO/contract.
4. **ADD-ON:** By mutual agreement, the quantity of items purchased may be increased within 12 months of the date of award, provided the original purchase price, terms, conditions, and specifications remain the same.
5. **TAXES:** Unless otherwise definitely specified, the City of Richland agrees to pay all State of Washington sales or use tax. The City of Richland is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
6. **CHANGES WITHOUT NOTICE PROHIBITED:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without written consent of the City of Richland prior to shipment.
7. **ADDITIONAL CHARGES NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, etc., except as specified in the Notice of Award. Freight collect shipments (COD) will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
8. **MSDS:** Material Safety Data Sheets to be included with shipments of any material requiring this documentation, per OSHA and WSHA regulations.
9. **IDENTIFICATION:** All invoices, packing slips, shipping notices, bill of landings, and all other written documents affecting this order shall contain the applicable PO/Contract number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
10. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers and/or inside delivery, it will be up to the Contractor to make delivery to that location at no additional charge. Where specific authorization is granted to ship FOB shipping point, Contractor agrees to prepay all shipping charges and route as instructed.
11. **TITLE/RISK OF LOSS:** Regardless of FOB Point, Contractor agrees to bear all risks of loss, injury, destruction of goods and materials ordered herein which occur prior to delivery. Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by Contractor to City of Richland shall pass to the City of Richland upon the City's inspection and acceptance of such items at the specified City location. Such loss, injury, or destruction shall not release Contractor from any obligation hereunder.
12. **DELIVERY:** With respect to delivery under this order, time is of the essence, and the order is subject to termination for failure to delivery as specified. For any exception to the delivery date as specified on this order, Contractor shall give prior notification and obtain written approval thereto from the City of Richland. The acceptance by the City of Richland of later performance with or without objection or reservation shall not waive this right to claim damages for such breach nor constitute a waiver of the requirement for the timely performance of any obligation remaining to be performed by Contractor.

13. **REJECTION:** All goods or materials purchased herein are subject to approval by the City of Richland. Any rejection of goods or materials resulting because of nonconformity to the terms and specifications of this order, whether held by the City of Richland or returned will be at Contractor's risk and expense.
14. **PAYMENT TERMS:** Unless otherwise negotiated, the terms of payment shall be net 30 days from receipt of proper invoice. PO numbers must be noted on all invoices.
15. **CASH DISCOUNTS:** In the event that the City of Richland is entitled to a cash discount, the period of computations will commence on the date of delivery or receipt of a correctly completed invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized. If a discount is made part of the contract. For the purpose of earning the discount, payment is deemed to be made on the date of mailing or transmittal of the City of Richland warrant, check or EFT.
16. **INVOICING:** Itemized invoices are required. Invoices will not be processed for payment until items invoiced are received. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the contractor and approved by the City of Richland.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, local laws and regulations. Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **INFRINGEMENTS:** Contractor agrees to protect and save harmless, the City of Richland against all claims, suites, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchases, installation, or use of goods and materials ordered and to assume all expenses and damages arising from such claims, suits or proceedings.
19. **WARRANTIES:** Contractor represents and warrants that the goods are new, current, and fully warranted by the manufacturer. Delivered goods will comply with the specifications and be free from defects in labor, material and manufacturer. All UCC implied and expressed warranties are incorporated in this Purchase Order/Contract. Contractor shall transfer all warranties to the City of Richland.
20. **LIENS, CLAIMS, AND ENCUMBRANCES:** Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
21. **INDEMNIFICATION/HOLD HARMLESS:** Contractor shall defend, indemnify and hold the City of Richland, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Purchase Order/Contract, except for injuries and damages caused by the sole negligence of the City of Richland
22. **FORCE MAJEURE:** Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes epidemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City of Richland Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due the reason for delay.
23. **TERMINATION:** (i) The parties may terminate this Purchase Order/Contract by mutual agreement. (ii) The City of Richland may terminate this Purchase Order/Contract at any time with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and City of Richland shall pay Contractor for goods delivered and accepted. (iii) The City of Richland may terminate this Purchase Order/Contract at any time if City of Richland fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any Purchase Order/Contract provision or is declared insolvent, the City of Richland may terminate this Purchase Order/Contract for cause with written notice to the Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC
24. **DEFAULT:** The Contractor covenants and agrees that in the event suit is instituted by the City of Richland for any default on the part of the Contractor and the Contractor is adjudged by court of competent jurisdiction to be in default, Contractor shall pay to the City of Richland all costs, expenses expended or incurred by the City of Richland in connection therewith, and reasonable attorneys' fees.
25. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of the Purchase Order/Contract to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

26. **NONDISCRIMINATION:** During the performance of this Purchase Order/Contract, the Contractor agrees as follows: The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the American with Disabilities Act (42 USC 12101 et. seq.).
27. **ANTI-TRUST:** Contractor and the City of Richland recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the City of Richland, therefore, Contractor hereby assigns to the City of Richland any and all claims for such overcharges.
28. **PUBLIC DISCLOSURE:** Purchase Order/Contract and all contents and attachments shall be deemed a public record as defined in RCW 42.56 "Public Records".
29. **ASSIGNMENT:** (i) This award is not assignable by Contractor either in whole or in part, without the prior written approval of the City of Richland.
30. **RIGHT TO AUDIT:** The City of Richland reserves the right to verify, by examination of Contractor's records, all invoiced amounts when firm prices are not set forth in the Purchase Order/Contract.
31. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by the contractor in the performance of services under this agreement, other than those owned or provided by the City of Richland, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to the City of Richland under this Purchase Order/Contract.
32. **NONDISCRIMINATION - TITLE VI COMPLIANCE:** The City of Richland of Richland assures that no person shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964, as amended, and the Civil Rights Restoration Act 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any City of Richland sponsored program or activity. The City of Richland of Richland further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.