

**CITY OF FARMERS BRANCH, TEXAS
STANDARD TERMS & CONDITIONS**

1. **FORM:** Bids must be submitted on this form only, in single copy, unless otherwise stated.
2. **LATE BIDS:** Bids must be filed with the Purchasing Department prior to the closing date and time. Physical delivery address is 13000 William Dodson Parkway, Office of the Purchasing Agent, City Hall, Farmers Branch, Texas 75234. Mailing address is ATTN: Office of the Purchasing Agent, City Hall, P.O. Box 819010, Farmers Branch, Texas 75381-9010. Late bids will not be accepted and will be returned unopened.
3. **ERROR - QUANTITY:** Quotations must be submitted on units of quantity specified - extend and show total. In the event of discrepancies in extension, the unit prices shall govern.
4. **F.O.B. - DAMAGE:** Quotations shall be F.O.B. Delivered, designated Municipal Facility, Farmers Branch, Texas, and shall include all delivery and packaging costs. The City of Farmers Branch assumes no liability for goods delivered in a damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
5. **PRICING:** Prices must be firm for a minimum of 90 days from date of bid closing. In the case of estimated requirements contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
6. **QUANTITIES:** In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible to be requirements. However, the City of Farmers Branch reserves the right to increase, decrease or delete any item or items of material to be furnished. The successful bidder shall have no claim 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.
7. **SPECIFICATIONS:** The City of Farmers Branch has included as a part of this contract detailed specifications either on the 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.
8. **CONTRACT PERIOD:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids.
9. **RENEWAL OPTIONS:** In the case of an annual contract bid, 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 Farmers Branch and the Contractor. Either party dissenting will terminate the agreement in accordance with its initial specified term.
10. **PAYMENT TERMS:** Payment terms are NET 30 unless otherwise specified. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
11. **WITHDRAWAL - ALTERATION OF BIDS:** Bids CANNOT be altered or amended after bid closing. Alterations made before bid closing time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the Purchasing Agent.
12. **INVOICES:** Invoices must be submitted by the successful bidder in duplicate to the City of Farmers Branch Accounting Department, P.O. Box 819010, Farmers Branch, Texas 75381-9010.
13. **TAXES:** The City of Farmers Branch is exempt from Federal Excise and State Sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request.
14. **DELIVERY PROMISE - PENALTIES:** Quotations MUST show the number of calendar days required to place the materials at the City's receiving department specified or City warehouse under normal conditions. **DO NOT** quote shipping dates. Consistent failure of a bidder to meet delivery promises without valid reason may cause cancellation of contract and removal from the bidder's 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 the goods elsewhere, and charge any increase in cost and handling to the defaulting contractor, not to exceed the cost of the Purchase Order. Every effort will be made by the Purchasing Department to locate the goods at the same or better price as that originally contracted.

15. PACKAGING: Unless otherwise indicated, items provided by vendor will be shipped like-new, unused, in industry standard condition, and in containers suitable for damage-free shipment and storage.
16. CORRESPONDENCE: The bid number must appear on correspondence, inquiries, etc. pertaining to the Invitation for Bids.
17. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City of Farmers Branch until the City actually receives and takes possession of the goods at the point(s) of delivery.
18. PLACE OF DELIVERY: The place of delivery shall be that set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
19. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours, i.e., 8:00 a.m. - 4:00 p.m., Monday – Friday or as verbally agreed upon by the parties.
20. PATENT RIGHTS: The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
21. FUNDING: The City of Farmers Branch is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
22. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this agreement in whole or in part without the prior written consent of the Purchasing Department.
23. BID TABULATION: Bidders desiring a copy of the bid tabulation sheet may request same by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the City of Farmers Branch Purchasing Department at (972) 919-2554.
24. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, or facsimile bids will be considered.
25. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting agreement. All change orders to the agreement will be made in writing by the City of Farmers Branch.
26. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Addenda will be mailed or faxed to all who are known to have received a copy of the Invitation for Bid. Bidders shall acknowledge receipt of all addenda.
27. CITY SHALL NOT BE LIABLE or responsible for, and shall be indemnified, held harmless and released by the successful bidder from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury or loss to any property, received or sustained by any person or persons, including the successful bidder, or property, to the extent caused by Bidder's performance under this agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. It is the expressed intent of the parties to this agreement that the indemnity provided for in this contract is an indemnity extended by the successful bidder to indemnify and protect the City of Farmers Branch, its officers, agents, and employees from the consequences of the successful bidder's negligence, to the extent caused by Bidder's performance.

28. **TERMINATION FOR DEFAULT:** The City of Farmers Branch reserves the right to terminate the contract without prior notice in the event the successful bidder defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of such termination the City reserves the right to award the bid to the next lowest responsible bidder. The terminated bidder shall be responsible for all costs and expenses incurred by the City in the award of the bid to the next lowest responsible bidder, not to exceed the cost of the Purchase Order. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.
29. **FORCE MAJEURE:** If, by 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, 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 any 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.
30. **VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Dallas County, Texas. Venue for any action shall be in State District Court of Dallas County, Texas.
31. **PROHIBITION AGAINST PERSONAL FINANCIAL INTEREST IN CONTRACTS:** The City Charter provides no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with or sale to the City of land, materials, supplies or services, provided, however, the term "personal financial interest" does not include employee wages, salaries or benefits and no City officer or employee shall act as agent, broker or representative for other persons or corporations in dealing with the City, whether financially remunerated or not for performing such services. Any City officer or employee who has such a personal financial interest, whether direct or indirect, shall declare that interest to the Council or board or department involved and shall refrain from voting upon or otherwise participating in his or her capacity as a City officer or employee in the making of a sale or in the making or performing of such contract or in appearing or acting in such representative capacity. Any City officer or employee who willfully conceals such a personal financial interest or willfully violates the requirements of this section shall be guilty of malfeasance in office or position and shall forfeit his or her office or position. Violation of this section with the knowledge, expressed or implied, of the person or corporation contracted with or making a sale to the City shall render the contract or sale voidable by the City Manager or City Council (Sec. 9.02. (a) of the City of Farmers Branch Charter).
32. **BID AWARD:** Unless otherwise stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder. The City of Farmers Branch reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise or to proceed otherwise when it is in the best interest of the City.
33. Contractor shall at all times observe and comply with all applicable Federal labor and immigration laws with respect to performance of work relative to this contract.
34. **PROHIBITION OF BOYCOTT OF ISRAEL:** By acceptance of 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. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more full time employees and (ii) the contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.