

CITY OF KENNEWICK PURCHASE TERMS AND CONDITIONS

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO, THE INVITATION TO BID, REQUEST FOR QUOTATION, SPECIFICATIONS, PLANS AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF KENNEWICK PURCHASING DIVISION AND THE LAWS OF THE CITY OF KENNEWICK AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

VENDOR AND PURCHASER AGREE AS FOLLOWS:

1. **DELIVERY.** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain written approval thereto from the Purchasing Coordinator or appropriate representative with respect to delivery under this order. Time is of the essence and the order is subject to termination and/or appropriate damages for failure to deliver as specified. Acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
2. **PACKAGING.** No charge will be allowed for packaging, boxing, handling or transportation costs except as specified on this order.
3. **SHIPPING INSTRUCTIONS.** Unless otherwise specified, all goods are to be shipped prepaid F.O.B. Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge where specific authorization is granted to ship goods F.O.B. shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. Purchaser reserves the right to refuse COD shipments.
4. **RISK OF LOSS.** Regardless of F.O.B. point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligations hereunder.
5. **CHANGES.** No alteration in any of the terms, conditions, delivery price, quantity, quality, or specifications of this order will be effective without written consent of the Purchaser for its acceptance prior to shipment.
6. **SAVE HARMLESS.** Vendor shall protect, indemnify and save Purchaser, its officers, agents, servants and employees harmless from and against damage, cost or liability of any nature for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents, or subcontractors howsoever caused.
7. **INFRINGEMENTS.** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings because of use of copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and to assume all expenses and damages arising from such claims, suits, or proceedings.
8. **REJECTION.** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order whether held by the Purchaser or returned, will be at Vendor's risk and expense.
9. **ASSIGNMENTS.** The provisions or monies due under this contract shall only be assignable, in whole or in part, with the proper written approval of the Purchasing Coordinator or approved representative of the City of Kennewick.
10. **PAYMENTS, CASH DISCOUNTS, LATE PAYMENT CHARGES.** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoice items, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
11. **WARRANTIES.** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
12. **FORCE MAJEURE.** Neither party shall be held responsible for failure or delay in the fulfillment of conditions of this contract or purchase order if the cause is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent.
13. **GRATUITIES.** The Purchaser may, by written notice to the Vendor, cancel this contract if it is found by Purchaser that Vendor or any agent or representative of Vendor, offered or gave gratuities, in the form of entertainment, gifts or otherwise, to any officer or employee of the City of Kennewick with a view toward securing a contract or securing favorable treatment with respect to the awarding of this contract, in violation of the City of Kennewick Code of Ethics.
14. **TAXES.** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. Vendor shall comply with and be responsible for all federal, state, and local taxes and licensing requirements. When applicable, Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order, with an exemption certificate.
15. **TERM.** This order is valid for the current year only if noted on this purchase order, services or goods which have not been delivered by December 31 of the current year shall be considered canceled without further notice. Reinstatement of the order shall only occur upon written approval of the Purchaser or approved representative of the City of Kennewick.
16. **TERMINATION.** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving an Oral or written notice of the Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION.** Vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age, or the presence of any sensory, mental or physical disability with regard to, but not limited to the following; employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training or renditions of services. It is further understood that any Vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the City unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.