

**CITY OF HALTOM CITY, TX
STANDARD TERMS AND CONDITIONS**

1. **Tax Exempt** – The City of Haltom City is exempt from all sales and excise taxes. A tax exemption certificate is available upon request.
2. **Price Fixing** – In submitting a bid response to the City, the proposer thereby certifies that the Proposer has not participated in, nor been party to, any collusion, price fixing, or any other agreements with any company, firm, or person concerning the pricing on the enclosed.
3. **Gratuities** – The City may, by written notice to the successful Proposer, cancel this contract without liability to the successful Proposer if it is determined by the City that gratuities in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or any agent or representative of the successful Proposer, to any officer or employee of the City with a view toward securing or amending, or the making of any determinations with respect to the performing of such a contract.
4. **Termination of Contract** – The City reserves the right to terminate the contract upon ten (10) days written notice if the proposer fails to perform in a manner deemed acceptable to the City. If the City chooses to terminate the contract, another proposer may be given an opportunity to complete the contract.
5. **Cancellation** - The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Proposer breaches any of the terms hereof including warranties of Proposer or if the Proposer becomes in-solvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies that the City may have in law or equity.
6. **Liens** – The successful proposer agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods, and services which may be provided under the City's request, by seller or seller's vendor(s) and if the City requests, a proper release of all liens or satisfactory evidence from freedom of liens shall be delivered to the City.
7. **Patent Indemnity** – The successful proposer hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark, covering such materials and the successful proposer agrees to indemnify and hold harmless the City of any and all costs, expenses, judgments and damages which the City may have to pay or incur.
8. **Assignments** - Successful proposer's rights and duties awarded by the contract may not be assigned to another without consent of the City and signed by the City's authorized agent. Such consent shall not relieve the assignor of the liability in the event of default by the assignee.
9. **Force Majeure** – Neither party shall be required to perform any term, condition, or covenant in this contract so long as such performances are delayed or prevented by Force Majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riots, floods, and any other cause not

reasonably within the control of the party required to perform and which, by the exercise of due diligence, said party is unable, wholly or in part, to prevent or overcome

10. **Applicable Law** – This agreement shall be governed by the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
11. **Taxes, Unemployment Benefits, etc.** – The successful Proposer hereby accepts exclusive liability for, and agrees to indemnify the City against liability for the payment of, any and all contributions or taxes for employment insurance, old age pensions or annuities or other purposes now or hereafter imposed by the government of the United States and/or by the government of any state of the United States, which are, in whole or in part, measured by and/or based upon the wages, salaries, or other remuneration paid to persons employed by the successful Proposer on work in connection with this order.
12. **Anti-Discrimination** – The successful Proposer, in performing the work required hereunder, shall comply with the provisions of Executive Order Number 11246, and shall not discriminate against any employees or applicant for employment because of religion, race, color, sex, age or national origin.
13. **Warranty Products** - Proposer/Seller shall not limit or exclude any implied warranties and any attempt to do shall render this contract voidable at the option of the City. Proposer/Seller will warrant all materials and workmanship for a period of one year from date of acceptance by the City.
14. **Invoicing and Payments** - Invoicing is to be provided to the City of Haltom City Finance Department, P.O. Box 14246, Haltom City, TX 76117. The payment terms are net 30 days, unless otherwise stated in the contract. Net 30 days means payment must be postmarked by the City no later than 30 days after receipt of correct invoicing or receipt of ordered items, whichever occurs later. The City's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for City will return goods to Seller.
15. **Fair Labor Standards Act** - The successful Proposer warrants that the materials covered by this order have been produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended.
16. **Modifications and Amendments** – The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreement. No agreement or understanding to modify this order shall be binding on the City unless in writing and signed by the City's authorized agent.
17. **Change orders** – No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City Manager or his or her designee.
18. **Venue** – This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Tarrant County, Texas.

19. **Hold Harmless** – The successful proposer shall defend, indemnify and save harmless the City of Haltom City and its officers, agents, and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any persons or property on account of any negligent act or fault of the successful proposer, or any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful proposer indemnifies and will indemnify and save harmless the City of Haltom City from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening within the occupied premises themselves, or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against the City of Haltom City growing out of such injury or damages.