TOWN OF COLLIERVILLE
GENERAL SERVICES DEPARTMENT
Procurement Division
500 POPLAR VIEW PARKWAY
COLLIERVILLE, TN 38017
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TOWN OF COLLIERVILLE
Standard Terms & Conditions

The following terms and conditions (the "Terms and Conditions") shall apply to all purchase orders (the "PO") issued by the Town of Collierville ("TOC").

ACCEPTANCE: Unless otherwise expressly noted on the PO, by accepting this PO, the Vendor hereby agrees to the Terms and Conditions stated herein, and the Vendor shall be bound thereby when it provides acceptance of the PO or commences any performance hereunder.

ALTERATIONS / AMENDMENTS / CHANGE ORDERS: Additional or different terms proposed by Vendor shall not be applicable to the PO or the Terms and Conditions unless accepted in writing by a duly authorized TOC representative. No change, modification or revision of this PO shall be valid unless in writing and approved by a duly authorized TOC representative.

ASSIGNMENTS: Vendor shall not delegate or assign the PO or any part thereof without the prior written consent of TOC.

COMPLIANCE WITH APPLICABLE LAW: Vendor will fully observe and comply with all applicable federal, state and local laws and regulations governing the conduct of Vendor's business and the delivery of goods and/or services pursuant to the PO.

TAXES: TOC is exempt from paying Tennessee sales and use tax and federal excise tax. Price(s) must be exclusive of these taxes. Vendor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any goods and/or services delivered under the PO. TOC tax exemption form is available upon Vendor request.

DELIVERY REQUIREMENTS: Unless otherwise stated on the PO, the delivery terms of any goods delivered to TOC under the PO shall be FOB DESTINATION, and title shall pass to TOC upon acceptance at the final delivery point. Prices shall include delivery as well as any necessary unloading and inside delivery. If delivery of the goods cannot be made exactly as specified and at the price shown on the PO, Vendor must notify TOC immediately. Over-shipments will not be accepted unless authorized by TOC in advance and in writing and, if unauthorized, will be returned to the Vendor at the Vendor's expense.

PERMITS & INSPECTIONS: The Vendor shall be responsible for obtaining any and all permits required by the TOWN (and any other local, state, or federal agencies and/or authorities) to successfully complete a project. The TOWN will waive the costs associated with these permits, provided, however, that the Vendor will be required to pay to the TOWN any costs associated with re-inspections by the TOWN and the Vendor shall pay all state and federal permit fees. Applications for building, plumbing, mechanical and electrical are available at the Town of Collierville, Construction Codes Office, 500 Poplar View Parkway, Collierville, Tennessee 38017.

RIGHTS OF INSPECTION AND REJECTION: Final inspection of any goods delivered under the PO shall be made at the final delivery point. TOC shall have the right to reject any or all items not in conformance with the PO and/or applicable specifications and Vendor shall be responsible for any and all costs associated with such rejection, including transportation and handling costs for the return of such goods. Acceptance of goods does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

IDENTIFICATION: The PO number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this PO. Packing lists indicating the contents of each package must accompany each shipment.

INVOICES: All invoices must reference the PO number and shall be sent to: Town of Collierville, Accounts Payable, 500 Poplar View Parkway, Collierville, TN 38017. In addition to the PO number, invoices should include the following: Vendor name and address, data and number of invoices, delivery date, and any other information (e.g., quantity, description, period of performance) necessary to identify

the goods and/or services for which the payment is requested. TOC will not be responsible for equipment, materials, services or supplies delivered or furnished to TOC without a valid PO.

PAYMENT: Standard terms for payment shall be NET 30 DAYS unless otherwise noted on the face of the PO. Payment discount period will be calculated from the date of receipt of a complete, current invoice or receipt and acceptance of goods and/or services, whichever is later. Payments shall be made by TOC upon satisfactory delivery and acceptance of all goods and/or services to be delivered by Vendor under the PO and submission of a proper invoice containing the required information set forth above. Each PO shall be covered by separate invoice.

WARRANTIES: For a period of one year from the date of final acceptance by TOC of the goods and/or services provided pursuant to the PO, whether by Vendor or through a subcontractor, or for the period stated in the Vendor's/manufacturer's standard warranty, whichever is longer, Vendor warrants that: (i) in the case of goods, all goods supplied under this PO will be merchantable and free from defects in material, workmanship and design; will conform to applicable specifications; will be fit for the purpose intended and free from liens and/or encumbrances of any nature; and (ii) in the case of services, all services supplied under this PO shall conform to all applicable standards of care and practice in effect at the time the service is performed; be of the highest quality; and be free from all faults, defects or errors. If any defect or faulty material is found, Vendor shall immediately, upon notification by TOC, proceed at Vendor's expense to replace or repair the same, together with any finishes, fixtures, equipment and furnishings that may be damaged as a result of the defect. Vendor shall use its best efforts to resolve the defect within five (5) days of written notification by TOC of the defect. Replaced and repaired goods shall be warranted for the remainder of the warranty period. The warranties contained herein shall survive the termination or expiration of the PO and are in addition to any and all other warranties arising by law or agreement.

INSURANCE: In the event that the Vendor is required to render services, whether by the Vendor's employees, or by persons under contract to Vendor and particularly if on TOC property or for professional services, the Vendor agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of TOC. Vendor shall maintain all necessary insurance coverage's, including Commercial General Liability and Workers' Compensation insurance, unless otherwise specified.

Unless otherwise required by Special Conditions of the PO or an accompanying Town of Collierville Contract, the Vendor will be required to purchase and maintain during the life of the contract, Commercial General Liability insurance, Commercial Automobile Liability insurance, and Worker's Compensation insurance with limits of not less than those set forth below:

- Commercial General Liability Insurance: Liability limits of $1,000,000 each occurrence and $1,000,000 aggregate.
- Comprehensive Automobile Liability Insurance: Liability limits of $700,000 any one accident.
- Worker's Compensation Insurance: Statutory coverage, including Employer's Liability coverage, as per State of Tennessee law.
- Professional Liability Insurance: Professional Services Vendors Only – Limits of not less than $1,000,000 for errors and omissions damages.

The Vendor shall provide TOC with Certificates of Insurance evidencing the coverages required above and an endorsement naming the TOC as an additional insured. Such certificates shall provide that TOC be prior written notice of any cancellation of intention to not renew, or material change in such coverage. Vendor must provide Certificates of Insurance before commencing work in connection with the contract.

The providing of any insurance required herein does not relieve the Vendor of any of the responsibilities or obligations assumed by the Vendor in the PO or for which the bidder may be liable by law or otherwise.

Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the PO and shall operate as an immediate termination thereof.

INDEMNIFICATION: The Vendor shall assume all risk in connection with the performance of the PO and shall be liable for any damages to persons or property resulting from the negligent or willful acts, errors, or omissions of the Vendor, its agents, servants, and/or employees in connection with the delivery of the goods and/or services covered by the PO. The Vendor agrees that it will indemnify and hold TOC and its employees harmless from all claims of any type and for any expenses and costs including attorney's fees and court costs which may be incurred by TOC arising from the negligent or willful acts, errors, or omissions of the Vendor, its agents, servants and/or employees in the performance of the PO, and the Vendor will carry sufficient general liability insurance to provide the above indemnification. The indemnities set forth herein shall survive the expiration or termination of the PO.

EQUAL EMPLOYMENT OPPORTUNITY: In the performance of the PO, the Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. The Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or

sex. The Vendor agrees to post in conspicuous spaces available to employees and applicants for employment a notice setting forth the provisions of the non-discrimination clause contained hereinabove. The Vendor shall, in all solicitations or advertisements for employees placed by, or on behalf of, the Vendor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex. The Vendor shall incorporate the foregoing requirements of this paragraph in all subcontracts, if any, for services or products covered by the PO.

OFFICIALS NOT TO BENEFIT: The Vendor declares that neither the Mayor, nor any Aldermen, nor any other TOC official or employee holds a direct or indirect interest in the PO. The Vendor pledges that it will notify TOC in writing should any TOC official become either directly or indirectly interested in the PO. The Vendor declares that as of the date of this declaration that it has not given or donated or promised to give or donate, either directly or indirectly, to any official or employee of TOC, or to pay anyone else for the benefit of any official or employee of the TOC any sum of money or other thing of value for aid or assistance in obtaining the PO. The Vendor further pledges that neither it nor any of its owners, officers or employees will give or donate or promise to give or donate, directly or indirectly, to any official or employee of the Vendor or anyone else for the benefit thereof any sum of money or other thing of value with a view to securing a contract or securing favorable treatment with respect to an award or amendment to the PO or the making of any determination with respect to the performance of any contract.

SEVERABILITY: If any provision of the PO is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.

GOVERNING LAW/VENUE: The PO shall be construed and enforced in accordance with the laws of the State of Tennessee. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in a state court located in the County of Shelby, State of Tennessee.

TERMINATION: The TOC may terminate this PO or any part thereof, with or without cause, by providing written notice to Vendor. Upon receipt of such notice, the Vendor shall immediately discontinue delivery of all goods and/or services under the PO (unless the notice directs otherwise). If the termination is due to the failure of the Vendor to fulfill its obligations under the PO, TOC may:

1) Require the Vendor to deliver any goods and/or services described in the notice of termination.
2) Take over and prosecute the same to completion by contract or otherwise, and the Vendor shall be liable for any additional cost incurred by the TOC and/or
3) Withhold any payments to the Vendor for purpose of set-off or partial payments, as the case may be, of amounts owed by the TOC to the Vendor.

TOC shall only be liable for payment for goods delivered and/or services rendered before the effective date of any termination. In the event funds are not appropriated by TOC for the goods and/or services to be provided under the PO or in the event insufficient funds exist to purchase the goods and/or services, then the PO shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.