

**CITY OF GARLAND
STANDARD TERMS AND CONDITIONS**

1. **ENTIRE AGREEMENT:** These standard terms and conditions and the terms and conditions, specifications, drawings and other requirements included in the City of Garland's Request for Bid/Proposal are applicable to contracts/purchase orders issued by the City of Garland ("City or Buyer") and the Seller ("Bidder", "Contractor," or "Supplier") (collectively, "Parties"). The terms and conditions stated herein, along with the Request for Bid/Proposal ("RFP"), the purchase order (if any) and any finally accepted response to the RFP (collectively, this "Agreement"), are intended to be collectively read and interpreted as the entire memorialization of the Agreement between the Parties. In the event there is an express conflict between these Standard Terms and Conditions, the RFP, the purchase order (if any), and the Response to the RFP, the order of precedence is as follows: (i) the RFP; (ii) the purchase order (if any); (iii) these Standard Terms and Conditions; and (iv) the Response to the RFP. Neither party may modify or add to the terms and conditions as stated herein unless expressly agreed upon in writing and executed by both Parties. Any deviations must be in writing and signed by a representative of the City's Purchasing department and the Supplier. No terms and conditions contained in the Bidder's bid/proposal, invoice or statement of acceptance shall serve to modify the terms set forth herein. If there is a conflict between the provisions of these terms and conditions and the contract/purchase order, these terms and conditions shall control.
2. **OFFICIAL BID NOTIFICATION:** The City utilizes the following for official notifications of bid opportunities: garlandtx.ionwave.net and the Commercial Daily Record of Dallas County. These are the only forms of notification authorized by the City. The City is not responsible for receipt of notifications or information from any source other than those listed. It shall be Bidder's responsibility to verify the validity of all bid information received from any source other than the City. There will be no cost to the Bidder for using IonWave for its bids/proposals.
3. **FRAUD POLICY:** The City is committed to preventing fraud, waste, abuse and unethical conduct by its employees. Bidders should become familiar with the City's fraud policy located on our website at www.garlandtx.gov, City Hall/Internal Audit/fraud Policy. Suppliers have a responsibility to report any known or suspected fraudulent activities, or unethical conduct, by calling the City's Hot Line at 972-205-2739 or write to, Fraud Hot Line P.O. Box 469002 Garland TX 75046. All contacts will be held in strict confidence. Contact Internal Audit here: <http://www.garlandtx.gov/819/Fraud-Reporting>.
4. **IMMIGRATION AND REFORM ACT:** The Bidder declares and affirms that their organization is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. The Bidder, by submitting its response to the RFP agrees and acknowledges that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by the City of Garland.
5. **COUNCIL POLICY:** Bidder shall comply with the requirements of City Council Policy OPNS-04 Qualifications for Doing Business with the City of Garland and OPNS-28 Business Conduct with Delinquent Account Holders and litigants attached hereto.
6. **PROHIBITION AGAINST PERSON INTEREST IN CONTRACTS:** No City of Garland employee shall have a direct or indirect financial interest in any contract with the City, or be directly or indirectly financially interested in the sale of land, materials, supplies or services to the City.
7. **INTERLOCAL AGREEMENT:** Successful Bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with the City. The City is a participating member of several interlocal cooperative purchasing agreements. As such, the City has executed interlocal agreements, as permitted under Chapter 791 of the Local Government Code, with certain other political subdivisions, authorizing participation in a cooperative purchasing program. The successful supplier may be asked to provide products/services based upon the bid price, to any other participant.
8. **RIGHT TO AUDIT:** The City shall have the right to examine and audit after reasonable notice any and all books and records of Bidder that may relate to this Agreement, including, without limitation, the performance of the selected Bidder, its employees, agents, and subcontractors. All applicable books and records will be maintained in accordance with generally accepted accounting principles

(GAAP) and shall, upon request and at the City's request, be made available at a location designated by the City. The selected Bidder shall, except for copying costs, otherwise bear all costs of producing such records for examination and copying by the City. Unless otherwise agreed by the Parties, such records must be made available to the City within five business days. The provisions of this paragraph shall survive the termination of this Agreement.

9. **AMENDMENT AND WAIVER:** This Agreement may be amended, supplemented, or otherwise modified only by means of a written instrument signed by both Parties. The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other Party.
10. **RISK OF LOSS:** Until the time of the delivery and acceptance of the Bill of Sale for the purchase and sale of goods, if any, the risk of loss or damage to any of the goods, by fire or other casualty, shall be borne by the selected Bidder.
11. **SEVERABILITY:** Should any provision of this Agreement be unenforceable or invalid, the other provisions hereof shall remain in full force and effect.
12. **CORRESPONDENCE:** The bid number must appear on all correspondence and inquiries pertaining to the RFP. The purchase order number must appear on all invoices or other correspondence relating to the Agreement.
13. **INDEMNITY/INSURANCE:** See attached City minimum requirements, required for all on-site work on City property.
14. **EASEMENT PERMISSION:** The successful Bidder shall not enter or use private property except as allowed by easements shown on the contract documents or if the contractor obtains specific written permission from the property owner.
15. **CITY PROVIDED SERVICES:** The successful Bidder, or any sub-contractor or supplier shall use only City provided services in performing this Agreement, including but not limited to electric (if available), water, sanitation and solid waste services. The rate charged by the City shall be the same as charged for the same or similar services. Commercial Solid Waste rates may be obtained from City of Garland Environmental Waste Department at, 972-205-3500.
16. **CONTRACTOR EQUIPMENT IDENTIFICATION:** All equipment used on the project shall be clearly marked with the successful Bidder's name and LOGO. Subcontractor equipment shall also be similarly marked.
17. **DELIVERY:** All goods shall be delivered free on board (F.O.B). Destination unless otherwise authorized herein. Cash on delivery (C.O.D.) shipments or deliveries are not permitted.
18. **SPECIFICATIONS-SAMPLES:** If bidding on other than the item requested, the bid must identify the trade name, manufacturer's name and/or vatalog number, and certify the item offered is equivalent. Descriptive literature must be submitted with alternate brands. Samples shall be furnished free of expense to the City and if requested, may be returned at Bidder's expense.
19. **TIE BIDS:** In the event of tie bids, preference will be given to the Bidder who offers the best value to the City in accordance with state law.
20. **ERROR-QUANTITY:** Bids must be submitted in units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
21. **ACCEPTANCE:** The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the City by line item or total bid.
22. **OEM PARTS:** All vehicle options are to be OEM factory installed unless otherwise identified on this bid.
23. **SUBSTITUTION:** Every delivery of goods by the selected Bidder must comply with all provisions of this Agreement including the specifications, delivery schedule, quantity and quality. Any delivery

which does not conform to the requirements of the Agreement shall constitute a breach of contract. The successful Bidder does not have authorization to make a substitute unless it is agreed to by the City.

24. **BID LIST REMOVAL:** The City reserves the right to remove a supplier from any bid list for: (1) continued failure to be responsive to the City, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise or (4) failure to comply with the requirements of the Agreement.
25. **DELIVERY TIMES:** Deliveries to the City Warehouse or other designated City Buildings or Facilities will be accepted during normal working hours, i.e. 8:00a.m. to 4:00p.m., Monday through Friday unless other arrangements have been made. Deliveries being made directly to City work sites should be coordinated with the City employee responsible for the work being performed at that site.
26. **PACKAGING:** Unless otherwise indicated, items will be new, not rebuilt, in first class condition, and in containers suitable for damage-free shipment.
27. **WARRANTY:** By accepting this Agreement, the selected Bidder warrants that the goods and services to be furnished will be free from defects in materials and workmanship, be of merchantable quality and fit for ordinary use, be in full conformance with City's specifications, drawings and data, Seller's samples or models, and express warranties, and to be fit for any City's particular purpose expressly or impliedly known. These warranties are in addition to all others given to the City by the Seller or by law. Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the City, and any such limitations or exclusions are void.
28. **TERM CONTRACTS:** Except as otherwise provided herein, prices must remain firm for the entire contract period, including any periods of extension or renewal. At the time of any renewal or extension of the contract, the city or the selected Bidder may request a price adjustment based upon the economy. All requests for a price adjustment must include detailed documentation and rationale to support the requested adjustment. The party to whom a request for price adjustment is made may, in its sole discretion, accept or reject the request. Any price adjustment must be mutually agreed upon in writing by the Parties, and shall be effective for the applicable renewal term.
29. **TERM CONTRACT QUANTITIES:** The quantities in the request for bid are estimated requirements and the City reserves the right to increase or decrease the quantities or cancel any item to be furnished. The successful bidder shall have no claim against the City for anticipated profits for quantities diminished or deleted.
30. **TERM CONTRACT SHIPMENTS:** The selected Bidder will make shipments under this Agreement only when requested and only in the quantities requested. If there are minimum shipments or standard packaging requirements please note the items affected.
31. **CONTRACT RENEWAL OPTIONS:** In the event a clause for option to renew for an additional period is included in the RFP, all renewals will be based solely upon the option and agreement between the City and the selected Bidder. Either party dissenting will terminate the Agreement in accordance with its initial specified term.
32. **TAXES-EXEMPTION:** All quotations are required to be submitted LESS Federal Excise and State Sales Taxes. Tax Exemption Certificate will be executed for the selected Bidder.
33. **ASSIGNMENT:** Selected Bidder shall not assign this order or any interest herein, including any performance or any amount which may be due or become due hereunder, without City's prior written consent.
34. **INVOICING:** Send ORIGINAL INVOICE to address indicated on the purchase order. If invoice is subject to cash discounts the discount period will begin on the day invoices are received. So that proper cash discount may be computed, invoice should show amount of freight as a separate item, if applicable; otherwise, cash discount will be computed on total amount of invoice.
35. **INSPECTION:** Goods purchased are subject to inspection and approval by City. City reserves the right to reject or refuse acceptance of goods which are not in accordance with City's instructions,

specifications, drawings and data, or the selected Bidder's warranties (expressed or implied). Goods not accepted will be returned to selected Bidder at selected Bidder's risk and expense. Payment for any goods shall not be deemed an acceptance thereof.

36. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** The City adopts Vernon's Texas Statutes and Codes Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
37. **FUNDING OUT CLAUSE:** This Agreement may be terminated by the City without notice and without penalty or liability in the event that (1) the City lacks sufficient funds for this Agreement; (2) funds for this Agreement are not appropriated by the City Council of the City; and (3) funds for this Agreement that are or were to be provided by grant or through an outside service are withheld, denied or are otherwise not available to the City.
38. **DISPUTE RESOLUTION:** Pursuant to subchapter I, Chapter 271, TEXAS LOCAL GOVERNMENT CODE, the selected Bidder agrees that, prior to instituting any lawsuit or other proceeding arising from any dispute or claim of breach under this Agreement (a "Claim"), the Parties will first attempt to resolve the claim by taking the following steps: (i) A written notice substantially describing the factual and legal basis of the claim shall be delivered by the selected Bidder to the City within one-hundred eighty (180) days after the date of the event giving rise to the claim, which notice shall request a written response to be delivered to the selected Bidder not less than fourteen (14) business days after receipt of the notice of claim; (ii) if the response does not resolve the claim, in the opinion of the selected Bidder, the selected Bidder shall give notice to that effect to the City whereupon each party shall appoint a person having authority over the activities of the respective Parties who shall promptly meet, in person, in an effort to resolve the claim; (iii) if those persons cannot or do not resolve the claim, then the Parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, in an effort to resolve the claim.
39. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any supplier or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the supplier or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Records Administrator of the City of Garland not later than the 7th business day after the date the supplier or person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.garlandpurchasing.com. By submitting a response to this request, supplier represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
40. **PERFORMANCE:** If the selected Bidder fails to comply with any provisions or terms of this Agreement, the City, may at City's option, cancel this Agreement and any other orders outstanding. In the event of cancellation City retains all rights and remedies it may have under state law.
41. **PATENTS:** Selected bidder agrees to indemnify and hold harmless the City against all costs and expenses, including attorney's fees and undertakes and agrees to defend at selected bidder's own expense, all suits, actions or proceedings in which City or the users of City's products are made defendants of actual or alleged infringement of any U.S. or foreign patent resulting from the use or sale of the items purchased hereunder (except infringement necessarily resulting from adherence to buyer's specifications or drawings) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceeding.
42. **APPLICABLE LAW:** This Agreement shall be governed by the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
43. **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.

44. **TERMINATION:** The City at any time after issuance of this Agreement, by 30 days written notice, has the absolute right to terminate this Agreement for cause or convenience. Cause shall be the selected Bidder's refusal or failure to satisfactorily perform or complete the work within the time specified, or failure to meet the specifications, quantities, quality and/or other requirements specified in the Agreement. In such case the selected Bidder shall be liable for any damages suffered by the City. If the Agreement is terminated for convenience, the selected Bidder has no further obligation under the Agreement. Payment shall be made to cover the cost of material and work in process or "consigned" to the City as of the effective date of the termination.

45. **FORCE MAJEURE:** To the extent either party of this Agreement shall be wholly or partially prevented from the performance of the term specified, or of any obligation or duty placed on such party by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, or other specific cause reasonably beyond the parties control and not attributable to its malfeasance, neglect or nonfeasance. In such event, the time for performance of such obligation or duty shall be suspended until such disability to perform is removed.

46. **BEST AND FINAL OFFER:** During evaluation process City reserves the right to request a best and final offer upon completion of negotiations.

47. **STATUTORILY MANDATED PROVISIONS:**

A. **Anti-Boycott Verification.** Pursuant to Section 2271.002, Texas Government Code, to the extent this Agreement is a contract for goods or services, the selected Bidder hereby represents that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not Boycott Israel and, subject to or as otherwise required by applicable Federal law, Purchaser agrees not to Boycott Israel during the term of this Agreement. For purposes of this Section, "Boycott Israel" shall have the meaning given such term in Section 808.001, Texas Government Code. Purchaser understands "affiliate" for this Section 4.07 to mean an entity that controls, is controlled by, or is under common control with selected Bidder and exists to make a profit.

B. **Prohibition on Contracts with Certain Companies.** Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the "Signing Entities"), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

C. **Open Records Contracting Information.** If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and selected Bidder agrees that this Agreement may be terminated if selected Bidder knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Selected bidder agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

48. **WORKING DAY OR DAYS:** The following are legal holidays for the City of Garland:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
July 4th
Labor Day
Thanksgiving (2 days)
Christmas (2 days)

Business Hours: 8:00a.m. to 5:00p.m. Monday through Friday.

49. QUALIFICATIONS FOR DOING BUSINESS WITH THE CITY

(A) For purposes of this policy, "person" includes: (1) an individual; (2) a majority owner or principal of a corporation, partnership, association, or limited liability company; (3) shareholders in a business entity with five or fewer shareholders; and (4) majority owned affiliates of the foregoing.

(B) It is the policy of the City Council that the City not engage in business with a person who has been convicted of any state or federal felony offense. The City shall not, except as provided in this policy, enter into or renew a contract to purchase, sell, or lease goods or services to or from any person who has been: (1) convicted of a state or federal felony; or (2) convicted or fined in excess of \$50,000 on certain state or federal discrimination offenses. A conviction includes a probated sentence, a deferred adjudication, or similar disposition. Discrimination charges include only those brought for discrimination based on race, gender or religion.

(C) This policy does not apply when:

- (1) At least three years have elapsed between the conviction and the approval of the contract;
- (2) The contract does not require City Council approval;
- (3) Anything of value is paid or given to a person as an informant or participant in a crime stopper program; or
- (4) The City Council determines that application of this policy to a proposed contract would cause financial hardship to the City by its application (in which event the City Council may waive the application of this policy by the affirmative vote of not less than six members of the City Council).

(D) For bid applications that may result in a contract award by the City Council, the bidder shall include a certification

50. DOING BUSINESS WITH DELINQUENT ACCOUNT HOLDERS

It is the policy of the City Council that the City not do business with a person (including a business entity of any sort) who is delinquent on an account to the City. Examples of delinquent accounts include taxes, impact fees, special assessments, utility bills, and EMS fees. The City Manager shall cause the affected departments within the City (including Purchasing, Engineering, Planning, and GP&L) to be provided with sufficient information to enforce the provisions of this policy.

51. PREVAILING WAGE RATES

Contractors are required to comply with Texas Government Code Chapter 2258, Prevailing Wage Rates. For the purposes of work performed pursuant to public works contracts, contractors are required to pay not less than the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments. The City of Garland has adopted the general prevailing rate of per diem wages for Dallas County, Texas as set by the United States Department of Labor Davis and Bacon Wage Determination, which are reported and updated from time-to-time at and at the Wage Determinations website <http://beta.sam.gov/>.

City of Garland
CONTRACTOR INSURANCE REQUIREMENTS &
AGREEMENT

Contractors performing work on City property or public right-of-way for the City of Garland shall provide the City a certificate of insurance or a copy of their insurance policy(s) evidencing the coverages and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Garland Risk Management office.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. The City reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

TYPE OF INSURANCE	AMOUNT OF INSURANCE	PROVISIONS
1. Workers' Compensation Employers' Liability	Statutory Limits \$100,000 per occurrence	1. City to be provided a waiver of subrogation, and 30-DAY notice of cancellation or material change in coverage. 2. Insurance company must be A-rated or above.
2. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury e) Contractual Liability	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined single limit of \$600,000	1. City to be listed as Additional Insured and provided 30-day notice of cancellation or material change in coverage. 2. Insurance company must be A-rated or above.
3. Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence -OR- Combined single limit of \$600,000	1. City to be listed as Additional Insured and provided 30 day notice of cancellation or material change in coverage. 2. Insurance company must be A-rated or above.
4. Professional Liability Aggregate d) \$1,000,000.00 per year	Bodily Injury - \$250,000 per person, \$500,000 per occurrence; Property Damage - \$100,000 per occurrence.	1. 30 day cancellation notice Insurance company must be A-rated or above.

Certificate of Liability Insurance forms may be faxed to Purchasing Department , Attn: Joel Wilson, @ (972) 205-2495, or emailed to: jwilson@garlandtx.gov Questions regarding required insurance should be directed to Robby Neill, City of Garland Risk Manager, (972) 205-2481.

**City of Garland
INDEMNIFICATION
AGREEMENT**

The Contractor agrees to indemnify, hold harmless and defend the City of Garland, its officers, agents and employees, both past and present, from and against liability for any and all claims, liens, suits, demands, and actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, (including court costs, attorneys' fees and other reasonable costs of litigation) arising out of or resulting from Contractor's work and activities conducted in connection with or incidental to this Contract and from any liability arising out of or resulting from intentional acts or negligence of the Contractor, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Contractor, including but not limited to its officers, agents, employees, subcontractors, licensees, invitees, and other persons.

It is the express intention of the parties hereto, both the City and the Contractor, that the indemnity provided for in this Contract indemnifies and protects the City from the consequences of the City's own negligence.

The Contractor further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, subcontractors, licensees, invitees and other persons, as well as their property, while in the vicinity where the work is being done. It is expressly understood and agreed that City shall not be liable or responsible for the negligence or other fault of the Contractor, its officers, agents, employees, subcontractors, licensees, invitees, or other person associated with the Contractor.

The Contractor agrees to indemnify and save the City harmless from all claims growing out of any demands of subcontractors, laborers, workers, mechanics, materialmen, and furnishers of supplies, equipment, financing, or any other goods or services, tangible or intangible. When the City so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid discharged or waived.

INDEPENDENT CONTRACTOR

Contractor acknowledges that Contractor is an independent contractor of the City and that Contractor is not an employee, agent, official or representative of the City. Contractor shall not represent, either expressly or through implication, that Contractor is an employee, agent, official or representative of the City. Any income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Contractor.

Nothing contained in this Contract shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Contract.