



CITY OF RICHMOND

DEPARTMENT OF
PROCUREMENT SERVICES

Dear Vendor:

Currently, your organization is receiving payments from the City of Richmond by check or electronic payment (ACH). The City of Richmond's Procurement Department would like to invite you to begin, if you have not already, receive all funds electronically by the ACH method of payment.

We would like to extend to your company the option of receiving recurring payments by Automated Clearing House (ACH). ACH offers many benefits to the supplier and to the City of Richmond. You will receive funds in a timely manner as payments made by ACH are deposited directly into the Company's bank account, detailed invoice information, and an email notification that the funds have been transferred to your account. Similar to using checks, ACH payments are immediately available on the date the payment is paid to you.

As the City of Richmond's preferred payment method is ACH, **we are requesting that you include correct banking information, a point of contact, and a valid email address for your organization.** All changes can be made by logging into the Supplier Portal or by completing the attached documentation which includes form W-9, the ACH direct deposit form, and the EDI Payment Agreement. Forms should be emailed to supplierregistration@richmondgov.com or faxed to 804-646-5989.

Should you have any questions about this procedure, please feel free to contact the Procurement Office, at (804) 646-5716.

Sincerely,

The Department of Procurement Services
900 E. Broad St., Room #1104
Richmond, VA 23219



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ACH -DIRECT DEPOSIT FORM PAYMENT INFORMATION

This form is used for Automated Clearing House (ACH) payments from the City of Richmond. **Please attach a void check or a form from your banking institution with the banking detail information.** Forms should be emailed to supplierregistration@richmondgov.com or Faxed to 804-646-5989.

PRIVACY ACT STATEMENT	
The following information is provided to comply with the Privacy Act of 1974 (P.L.93-579). The information will be used by the City of Richmond's Finance Department to transmit payment data, by electronic means, to the vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the ACH Payment System.	

PAYEE /COMPANY INFORMATION <i>To be completed by PAYEE</i>			
Name of Payee			
SSN No. or Tax Identification No.		Contact Person	
Address		Telephone Number	
City	State	Zip Code	Email Address

FINANCIAL INSTITUTION INFORMATION	
Name	Telephone Number
Address <i>(street or P.O. Box, City, State and Zip Code)</i>	
Type of Depositor Account Checking Savings	Depositor Account Name
Routing Number	Depositor Account Number



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EDI Payment Agreement for Contractors

This Agreement is entered into as of this day of _____ between the City of Richmond, Virginia ("City") and:

COMPANY hereby authorizes the City to make payments for goods and services covered by any agreement between the City and COMPANY (the "Business Agreements") utilizing at the City's option, **electronic data interchange** ("EDI"). COMPANY acknowledges and agrees that the provisions in the Business Agreements governing the method and timing of payment shall be amended to the extent provided in this Agreement.

An EDI payment from the City to COMPANY shall be considered timely if the payment is completed in accordance with Richmond City Code § 21-8 / Virginia Code § 2.2-4352. If the EDI payment cannot be completed on such date, the City's payment is timely if the funds transfer is completed on the next business day. The EDI payment shall be deemed completed when Company's Depository Institution has accepted the payment order within the meaning of Article 4A of the Uniform Commercial Code (i.e., Virginia Code tit 8.4A). The City may not use an EDI payment to affect an accord and satisfaction without Company's written consent thereto. The Electronic Payment Information Form is an integral part of this Agreement

COMPANY understands and acknowledges that the City will deliver the remittance data to Company's designated Depository Institution.

COMPANY shall provide the City written notification of any change in the depository institution, payment instructions, or remittance data instructions at least 15 days in advance of such change. Such notification shall be delivered to the City's Department of Procurement via:

Email: supplierregistration@richmondgov.com
Fax to: (804) 646-5989
U.S. Mail to: City of Richmond
Department of Procurement Services
900 East Broad Street, Room 1104
Richmond, Virginia 23219

A "Trading Partner Notification of Change" request should be submitted by fax or email to the above secure website respectively.

In the event of duplicate payments, overpayment, fraudulent payment, or payment made in error, COMPANY agrees to return any such payment to the City, after the City first provides information to COMPANY documenting any duplicate payment, overpayment, fraudulent



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payment, or payment in error. Any return shall, at Company's option, be made by EDI payment in accordance with the rules of the National Automated Clearing House Association, or by check.

The City shall be responsible for making all payments required pursuant to the Business Agreements and for any loss of payment prior to the point at which Company's Depository Institution shall have accepted the payment order, except that COMPANY shall be responsible for any loss which may arise by reason of any error, mistake, or fraud regarding the information provided by COMPANY herein, or any subsequent changes thereto. The City shall bear any other loss, except to the extent that such loss arises by reason of the negligence or willful misconduct of COMPANY. In the event that payment timely initiated by the City has not been received by Company by the due date thereof because of failure or delay by the funds transfer system or rejected by Company's bank, the City shall pay COMPANY as soon as practicable after such failure or delay is discovered and the City shall not be in breach of the Business Agreements for failure to make payment

Each party shall bear the respective fees and other charges assessed by its designated banks and third party service providers.

Each party may terminate this Agreement upon a (30) day notice to the other, but this Agreement will remain in effect as to all funds transfers that have been initiated by the City and not canceled prior to termination hereof In the event of any inconsistency between this Agreement and any other Business Agreement addressing the subject matter of this Agreement, this Agreement shall control.

This Agreement is governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

Company Name

Name Printed

Signature



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PURCHASE TERMS AND CONDITIONS

This order is made pursuant to authority given to the City under Chapter 21 of the Code of the City of Richmond, as amended. If this order is made pursuant to an existing City contract, the terms and conditions of that contract govern this order. If this order is not made pursuant to an existing City contract, the following terms and conditions govern this order:

1. **Compliance with Laws.** The Contractor shall comply with all laws, regulations, and rules applicable to the performance of the contract represented by this order.
2. **Discount.** If a discount for prompt payment is allowed, the discount period begins on the date of the City's receipt of the goods or services ordered or the date of the City's receipt of a proper invoice, whichever is later.
3. **Employment Discrimination.** If the amount of this order is greater than \$10,000, the provisions of section 21-70 of the Code of the City of Richmond are incorporated by reference into this order.
4. **Forum Choice.** Any legal proceeding arising from this order must be brought and maintained only in the Circuit Court of the City of Richmond, Virginia.
5. **Governing Law.** This order, its performance, and any dispute arising thereunder are governed by the laws of the Commonwealth of Virginia without regard to its conflict of laws principles.
6. **Modification.** No substitution, change, or deviation from the specifications contained in or incorporated into this order will be made unless the City cancels this order and issues a replacement order.
7. **Prompt Payment.** Payment by the City is due no later than 45 days after the City's receipt of the goods or services ordered or 45 days after the City's receipt of a proper invoice, whichever is later.
8. **Approved Purchase Orders.** An executed contract does not commit the City to any dollar expenditures. Orders placed against a contract will be through fully approved purchase orders issued by the City. By signing the contract, the Contractor agrees not to accept orders from the City without a fully approved purchase order. Any purchase order or contract made contrary to Chapter 21 or any purchase order or contract made when sufficient funds are not available is not approved, and the City shall not be bound thereby. Acceptance of other orders is at the Contractor's sole risk.
9. **Shipping.** Unless otherwise stated in this order, all prices are net F.O.B. Destination with transportation charges prepaid.
10. **Taxes.** The City is exempt from the State Sales and Use Tax on tangible personal property purchased or leased for its use or consumption and will provide a certificate of exemption upon request.