

City of Jacksonville - Terms and Conditions

By acceptance of this purchase order, the vendor or contractor (referred to as the seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

- 1. QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the **Ship to Department** shown.
- 2. PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bills of lading.
- 3. PRICE:** All goods and/or services must be billed to the City of Jacksonville (City) at prices and quantities not to exceed those stated on the purchase order. All invoices, packages, shipping notices or the like affecting this order shall contain the applicable purchase order number. All prices are quoted F.O.B. Destination unless specifically indicated otherwise.
- 4. INVOICES:** Invoices for partial shipments will be accepted and final invoices should indicate completion of order. All invoices are to be mailed to City of Jacksonville, Attn: Accounts Payable, PO Box 128, Jacksonville, NC 28541.
- 5. CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
- 6. PAYMENT TERMS:** The City agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The City does not agree to the payment of late charges or finance charges assessed by the seller for any reason. Invoices are payable in U.S. funds.
- 7. TAXES: The City is NOT Sales Tax-Exempt.** Prices shown on the City's purchase orders do not include tax; however, all applicable taxes shall be paid by the City. Seller shall itemize taxes on the seller's invoice. It should be noted that the City is exempt from Federal Excise Tax except as required to be paid by law.
- 8. AGREEMENT TERMS:** Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the City and the Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the City.
- 9. DELIVERY/ACCEPTANCE OF GOODS:** All quotations are solicited on a delivered price basis. When the City accepts a quotation not including all shipping charges, your claim for reimbursement must be itemized on the invoice and supported with a copy of the original freight bill. The packing list shall be enclosed in each box or package. All items shall be prepared and packed for shipment in a manner that will prevent damage in transit. All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified. The City shall have the right to inspect and test all items supplied under the order before making acceptance. Risk of loss and title to all goods received shall remain with the Seller until the City has made acceptance. Rejected goods shall be returned to the Seller at Seller's risk and expense. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the City may have against the seller.
- 10. SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless the City, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
- 11. INSURANCE:** This purchase order shall be considered a written contract and requires the City to be endorsed as additional insured for General Liability, Automobile Liability, and Umbrella Liability Insurance Policies at the levels required by the City's Purchasing Policy or contract documents. Contractor shall maintain at its own expense (a) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence limit/\$2,000,000 aggregate limit for bodily injury, property damage, or personal injury; (b) Professional Liability Insurance in an amount not less than \$1,000,000 per occurrence (if providing professional services); (c) Worker's Compensation Insurance as required by the State of North Carolina General Statutes; (d) Commercial Automobile Insurance applicable to bodily injury and property damage covering all owned, non-owned, and hired vehicles, in an amount not less than \$1,000,000 combined single limit. Negotiated written contracts may require additional insurance coverage. A Certificate of Insurance shall be furnished prior to the commencement of services. The Certificate Holder shall be: City of Jacksonville, Attn: Finance Dept., 815 New Bridge Street, Jacksonville, NC 28540.
- 12. APPLICABLE LAWS:** By acceptance of this order, seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend the City against any loss, cost, liability or damage by reason of seller's violation of any laws.
- 13. E-VERIFY:** North Carolina General Statute §143-133.3 prohibits the City from entering into contracts with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the North Carolina General Statutes. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if contractor utilizes a subcontractor, contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 14. CANCELLATION:** The City reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified or for any other reason which causes the seller not to perform as agreed.
- 15. WARRANTY:** The seller expressly warrants that goods, covered by this order will conform to the specifications, drawings, or samples furnished by the City and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance, or payment by the City. The seller also warrants that the goods do not infringe any patent, registered trademark or copyright and agrees to hold the City harmless in the event of any infringement or claim thereof. Additionally, seller warrants that the goods are free and clear of all liens and encumbrances and that seller has a good and marketable title to the same.
- 16. HAZARDOUS CHEMICALS:** The seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
- 17. MATERIAL SAFETY DATA SHEETS (MSDS):** The seller shall ensure that the City is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.
- 18. NON-DISCRIMINATION:** The City does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any contractors or vendors who provide services, programs or goods to the City are expected to fully comply with the City's non-discrimination policies.
- 19. VERBAL AGREEMENT:** The City will not be bound by any verbal agreements.
- 20. INDEPENDENT CONTRACTOR:** It is mutually understood and agreed the seller is an independent contractor and not an agent of the City, and as such, seller, his or her agents and employees shall not be entitled to any City employment benefits, such as but not limited to vacation, sick leave, insurance, worker's compensation, pension or retirement benefits.
- 21. GOVERNING LAW:** All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Onslow, State of North Carolina.
- 22. IRAN DIVESTMENT ACT CERTIFICATION:** Contractor certifies that, as of the acceptance date of this bid or contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.59 Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. If at any time Contractor is added to the FDL or the P&S, while under contract with the City of Jacksonville, the City shall have the option to terminate the contract immediately.
- 23. NON-APPROPRIATION OF FUNDS:** The Budget Officer of the City of Jacksonville shall in the initial proposal for each of the City's annual budgets include the amount of all payments and estimated additional payments coming due during the Fiscal Year to which such budget applied. Notwithstanding that the Budget Officer has included such an appropriation for all required payments in a proposed budget; the Governing Board may determine not to include such an appropriation in the City's final budget for such fiscal year. It is hereby agreed that the City of Jacksonville will not be in default if the Governing Board elects not to include an appropriation for the Payments and will not be required to pay the balance of the payments, provided that the City of Jacksonville has used its best efforts to obtain the necessary funding and that the equipment leased is not replaced with like kind equipment.