

TOWNSHIP OF WASHINGTON

PURCHASE ORDER TERMS AND CONDITIONS

1. Vendors shall submit all claims for payment on your regular billing invoice form. Attach the Township's Payment Voucher form (included with the Purchase Order) to your invoice, execute the Claimant's Certification and return to the Township of Washington ("Township") Purchasing Department. Claims for partial payment must be so indicated. The original Payment Voucher must be returned to the Township endorsed with an original Claimant signature.
2. **Goods and services MUST not be delivered prior to receipt of a Purchase Order and Voucher. If delivered prior to receipt of a Purchase Order, payment will not be made.**
3. All materials and services furnished on this Purchase Order are specific and subject to the Township's inspection and approval within a reasonable time after delivery at the destination indicated by the Township on the Purchase Order. Materials or services other than those specified in this Purchase Order shall not be substituted without prior, written authorization from the Township's Purchasing Department.
4. Material must be properly packed and free from all material defects. Damaged materials will not be accepted and will be returned at the Vendor's risk and expense. No charges are allowed for boxing or crating unless previously agreed upon in writing by the Township.
5. Each package must contain a packing slip showing contents and marked with Purchase Order number. Quantities specified on the order are not to be exceeded without prior written authorization from the Township's Purchasing Department.
6. All materials and supplies purchased must be labeled according to the NJ Worker & Community Right to Know Act (N.J.S.A. 34:5-1 et seq). Labels and Material Safety Data Sheets (M.S.D.S.) sheets must be supplied upon delivery of the materials and/or supplies.
7. Delivery must be made after issuance of a Purchase Order and within a reasonable period of time or within the time stated on the purchase order.
8. The Township may, in writing, grant additional time for delivery when the Township is at fault or if satisfied that the delay is beyond the control of the Vendor.
9. In case of default by the Vendor, the Township may procure the articles or service from other sources and charge the defaulting Vendor excess costs.
10. If Vendor is unable to fill orders exactly in accordance with quality, description, quantity and/or price, the Township's Purchasing Department must be notified immediately in writing.
11. Contract orders are subject to the terms and conditions of the accepted bid and executed contract. Failure of a Bidder to execute a Purchase Order may disqualify him/her from receiving future orders and shall be considered a breach.
12. The Township's Purchasing Department reserves the right to cancel a purchase order for services that is not the subject of a formal contract before services are provided.
13. All prices must be delivered F.O.B. destination, unloaded, inside delivery, upstairs/downstairs and debris removed. Where specific purchases are negotiated F.O.B. shipping point the Vendor is to prepay shipping charges and add to invoice.
14. It is agreed that goods delivered shall comply with all Federal, State or Local laws relative thereto, and that the Vendor shall defend actions or claims brought and save harmless the Township from loss, cost or damage by reason of actual or alleged infringement or patent.
15. Vendor accepting this Purchase Order certifies, compliance with Federal and State regulations regarding equal employment opportunity without regard to race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality and prohibits discrimination on the basis of disability.
16. The Vendor acknowledges receipt of Mandatory Equal Employment Opportunity Language (Exhibit A – Goods and Services or Exhibit B – Construction Contracts) which available for download on the Purchasing Department's website. The Vendor agrees to comply with N.J.S.A 10:5-31 et seq & N.J.S.A. 17:27.
17. Chapter 271, PL 2005 requires all business entities who receive \$50,000 or more from public contracts with public entities to file a report with the NJ Election Law Enforcement Commission. (ELEC) Additional information is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us.
18. The Vendor acknowledges receipt of the Americans with Disabilities Act (ADA) Policy which is available for download from the Purchasing Department's website
19. All Vendors shall comply with Truth in Contracting Laws: N.J.S.A. 2C:21-34; N.J.S.A. 2C:27-10 and N.J.S.A. 2C:27-11.
20. In accordance with the New Jersey Prevailing Wage Act ("the Act"), the Vendor shall pay prevailing wage rates where applicable for public work. Every contractor who enters into a contract with the Township, which is subject to the provisions of "the Act" and any subcontractor or lower tier subcontractor of a contractor, must have a Public Works Contractor Registration certificate issued by the NJ Department of Labor. Contractors can obtain application forms by calling the NJ Department of Labor at (609) 292-9464.
21. In accordance with N.J.A.C. 17:44-2.2, the Vendor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
22. The Township does not pay any late fees or interest charges.
23. The Township is tax-exempt from Federal or State taxes under the provision of the New Jersey Sales & Use Tax Act (Chapter 30, Laws of 1960). The Township of Washington's Tax Identification No. is: 22-6002381.
24. The Vendor shall hold and save the Township, harmless from liability (of any nature or kind) for or on account of the use of any copyrighted, secret process, patented invention, equipment or any other item used in the performance of contract.

Rev. April 2018