

## **Town of Bluffton Standard Terms & Conditions**

**Acceptance:** The materials, supplies and/or services furnished by Supplier and covered by the Town of Bluffton's Purchase Order are governed by the terms and conditions set forth herein. Written acceptance or shipment of all or any portion of the materials and/or supplies, or the performance of all or any portion of the services, covered by the Purchase Order, will constitute Supplier's unqualified acceptance of all of the Purchase Orders terms and conditions. In the event of any inconsistency between the terms of this Order and the Supplier's acceptance, the terms of this Order shall govern. No portion of these terms and conditions may be modified or waived unless the Town expressly consents in writing to such change.

**Inspection:** The materials, supplies and/or services furnished shall be exactly as specified, free from all defects in the Supplier's performance, design, workmanship and materials, and, except as otherwise provided, will be subject to inspection and test by the Town at all times and places.

**Packing, Shipping and Deliveries:** Supplier shall pay all charges for containers, crating, boxing, bundling or dunnage, unless stated herein. All shipments shall be F.O.B. Destination. Supplier shall be responsible for all customs, duties and applicable taxes. Transfer shall take place at delivery site. C.O.D. shipments will not be accepted. Unless otherwise specified on the face of the Purchase Order, all deliveries are to be made during the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding Holidays. Supplier shall notify the Town of deliveries that require special handling or assistance for off-loading.

**Invoicing:** The Town will pay Supplier, upon submission of acceptable invoices, for materials, supplies and/or services rendered and accepted. All invoices must be itemized and reference the contract or purchase order number. Supplier shall submit a single invoice for each Purchase Order. Approved invoices will be paid within 30 days of receipt of invoice by the Finance Department. Supplier shall mail invoices to: Town of Bluffton, Finance Department, 20 Bridge St., Bluffton, SC 29910. Invoices submitted to other Town departments will not be considered as received until the invoice is submitted, received and time/date stamped by the Finance Department.

**Insurance:** The Supplier is required to maintain appropriate levels, in the Town's sole opinion, of insurance for general liability, auto liability, professional liability, and workers compensation coverage. The Supplier must provide proof of coverage to the Town with a Certificate of Insurance, and the Supplier is required to immediately contact the Town should any change to these policies occur during the course of the performance of the services. Failure to maintain these policies is grounds for termination.

**Deliverables:** All deliverables, whether goods, services, supplies, or other, shall become the property of the Town of Bluffton. Any deliverables that may be provided in hard copy and electronic form, such as drawings, plans, specifications, reports, or other, shall be provided in such formats and orientations as required by the Town.

**Licensing and Permits:** Supplier shall be licensed to perform the work. Supplier shall have a current Town of Bluffton Business License and any required State or Federal license in order to provide the services requested. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the local, state and federal authorities in which the services are provided.

**Assignment:** Supplier will devote only its best-qualified personnel to work under this Order. Should the Town inform Supplier that anyone providing the services is not working to this standard, Supplier will immediately remove such personnel from providing services and he or she will not again, without the Town's written permission, be assigned to provide Services. The parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Order. Nothing contained herein creates any relationship between the Town and Supplier other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Order. The conduct and control of the Supplier's

agents and employees and methods utilized in fulfilling its obligations hereunder shall lay solely and exclusively with the Supplier. The Supplier's agents or employees shall not be considered employees of the Town for any purpose. No person employed by the Supplier shall have any benefits, status, or right of employment with the Town.

**Subcontracting:** Supplier shall provide the services as an independent contractor and furnish all equipment, personnel and material sufficient to provide the services expeditiously and efficiently as the Town requires. Supplier may not assign or subcontract the provided services without the prior written approval of the Town. Use of unapproved or non-licensed subcontractors is grounds for termination.

**Laws:** Supplier shall comply with the most current local, State, and Federal and Regulations, including but not limited to, Fair Labor Standards Act and Occupational Safety and Health Administration guidelines. This Order has been made and entered into in the State of South Carolina, and the laws of South Carolina shall govern the validity and interpretation of this Order in the performance due hereunder.

**Termination for Convenience:** The Town Manager or his designee may terminate this Order in whole or in part at any time for the convenience of the Town. If the Order is terminated for the convenience of the Town, the Town will pay the Supplier for costs incurred to that date of termination.

**Termination for Default:** The Town may by written notice mailed to Supplier, terminate this Order in whole or in part (1) immediately for failure of Supplier to deliver the goods or to supply the services within the time specified herein; (2) for failure of Supplier to perform any of the provisions of this Order; or for failure of Supplier to make sufficient progress in the work for this Order so as to endanger in Town's opinion the timely and proper performance of Town's contractual obligations to others; (3) because of defects in supplies, workmanship or quality, or because services or products furnished are not in accordance with approved samples of specifications issued in connection herewith, or if performance by Supplier is prevented by causes beyond Supplier's control, or if Supplier fails to comply with the other terms and conditions of this order, or if Supplier is bankrupt, insolvent or has a receiver appointed for it; however, under (2) above termination shall occur only after Supplier's failure to cure such default within seven days after receipt by Supplier of such notice.

**Indemnification:** The Supplier shall defend, indemnify, and hold harmless the Town of Bluffton, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the performance of any requirement imposed pursuant to this Order, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town.

**Attorney's Fees:** In the event the Town of Bluffton has to proceed to litigation to protect or enforce its rights, the Town shall be entitled to recover its reasonable attorney fees and costs.

**Warranties:** Supplier agrees that the services furnished under this order shall be covered by the most favorable warranties the Supplier gives to any customer for the same or substantially similar services, or such other more favorable warranties as specified in the Order. At a minimum, the Supplier shall provide a one (1) year warranty for the work performed, with said time to be measured from the date of final acceptance of the work by the Town.