



TOWN OF SECAUCUS

PURCHASE ORDER CONTRACT TERMS & CONDITIONS

1. **Compliance with Laws:** All labor, materials, goods or services shall be in strict accordance with all local, state and federal laws, rules and regulations applicable to this contract and to the performance thereof.
2. **Approval:** If this contract requires the supplier of the labor, material, goods *or* services, which are the subject of this contract, to be approved, then this contract is conditioned upon the receipt of such approval by the proper authorities.
3. **Assignment:** This contract or any part hereof shall not be assigned, or performance hereunder delegated or sublet without first obtaining the Town's written approval.
4. **Delivery:** The price includes delivery of all materials and goods F.O.B. destination, freight and cartage prepaid, at job locations the Town will indicate, unless the contract specifies otherwise.
5. **Indemnification:** To the fullest extent permitted by law, Contractor shall release, indemnify, defend and hold harmless the Town and its Council Members, administrators, officers, employees and agents (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all claims, damages, losses, fines, civil penalties, liabilities, judgments, costs and expenses of any kind or nature whatsoever, including, but not limited to, interest, court costs and attorneys' fees, which in any way arise out of or result from any act(s) or omission(s) by Contractor (or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable) in the performance or non-performance of services or other obligations under this Agreement or in the use or occupancy of any facilities or equipment provided by the Town, including, but not limited to, injury to or death of any person, damage to or destruction of any property, real or personal (including, but not limited to, property owned, leased or under the control of the Town) and liability or obligations under or with respect to any violation of federal, state and local laws, regulations, rules, codes and ordinances (including, but not limited to, those concerning environmental protection). This Section shall apply regardless of whether or not the damage, loss or injury complained of arises out of or relates to the negligence (whether active, passive or otherwise) of, or was caused in part by, an Indemnified Party. However, nothing contained in this Section shall be construed as a release or indemnity by Contractor of an Indemnified Party from or against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. This Section shall not be construed to negate, abridge, or otherwise reduce any other right to indemnity which would otherwise exist in favor of any Indemnified Party, or any obligation of Contractor, its officers, directors, employees, agents or contractors to indemnify an Indemnified

Party. Contractor's obligations under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits paid or payable by Contractor under workers' compensation laws, disability benefits laws or other employee benefit laws or regulations. The indemnification obligations of this Section shall survive termination or expiration of this Agreement.

6. **Payments:** No payment will be made unless duly authorized by the Town's authorized representative and accompanied by proper documentation.

Payment will be made pursuant to the Prompt Payment Act, N.J.S.A. 2A:30A-1 et seq.

Vendor shall comply with the Town's standard payment procedures. Checks are processed by the Town of Secaucus' Finance Department on or about the 30th day of every month, following a public council meeting. The Contractor shall be responsible for the submission of approved signed vouchers along with any invoice or billing for services rendered in advance of said date. The Town reserves the right to demand as much detail, information or documents as it deems necessary prior to payment. The Contractor shall make every effort to submit such on a monthly basis for services rendered to the Town in the preceding thirty (30) days, but no later than sixty (60) days after any service is rendered to the Town.

The Town shall not be obligated to pay a defective invoice until the defect is cured by the Contractor. The Town will proceed with processing payment after the corrected invoice is received, within the structure described above.

If the successful bidder fails to perform or provide said services in accordance with the Bid Documents, the Town may deduct or retain from monies due or which may become due to the successful bidder or its assignee, such sum sufficient to pay the difference between the price(s) on which the award is made and the price(s) which the Town may or shall be obliged to pay to remedy such failure.

Public funds may be used to pay only for goods delivered or services rendered. The Town shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the Town to pay additional fees.

The Town is tax exempt. Therefore, no taxes shall be included on requests for payment.

7. **Insurance:** The Town reserves the right to require the Vendor to maintain proper insurance to protect against all claims under Workers' Compensation and employer liability, general liability, and automobile liability. Certificates of Insurance, when required, shall be in an amount and with an insurance carrier satisfactory to the Town. Vendor shall adhere to the Town's Insurance Requirements.

8. **Inspection:** Material, equipment, goods, or services are subject to inspection and testing by the Town or its designated agents. Should any material, equipment,

goods or services fail to meet Town requirements during such inspection or test, the material, equipment, goods or services shall be rejected and shall be immediately replaced by the Vendor, at the Vendor's sole risk and expense.

9. **Warranties:** The Vendor warrants that all material, equipment, goods, or services that are the subject of this contract will conform with applicable drawings, specifications, samples, and/or other descriptions given to the Vendor and will be free from defects. Without limitation of any rights which the Town may have at law by reason of any breach of warranty, material, equipment, goods, or services which are not warranted may be returned at Vendor's expense for either credit or replacement as the Town may direct.

10. **Changes:** The Town reserves the right to make any changes relating to this contract. If any such changes may cause a substantial variation in the cost of furnishing the material, equipment, goods, or services covered hereby, the price shall be varied in the same ratio. Any claim of additional compensation hereunder must be asserted within thirty (30) days after such change is ordered. Failure of the Vendor to so assert its claim shall operate as a waiver.

12. **Termination:** The Town may terminate this contract, in whole or in part, at any time by written or telegraphic notice to Vendor at their last known address of business. The Town's liability for costs arising out of any such terminated contracts shall not include anticipatory profits or other damages.

13. **Modification of Agreement:** Any modification of this contract shall be binding upon the Town, unless made in writing and signed by the Purchasing Agent or other duly authorized representative of the Town.

14. **Integration:** This contract represents the entire arrangement between the parties. Both parties hereby covenant and agree to adhere to all of its terms and conditions in performing all obligations expressed herein.

15. **New Jersey Business Registration:** Vendor shall comply with the requirements of the Business Registration Law, N.J.S.A. 52:32-44.

16. **Prevailing Wage Rates:** Pursuant to N.J.S.A. 34:11-56.25 et. seq, New Jersey Prevailing Wage Act – All Service contracts must follow the Prevailing Wage Rates.

17. **Iran Investments:** By entering into this contract, the vendor agrees to the following: Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must

review this list prior to completing the certification by signing this Purchase Order. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

18. **Prohibited Activities in Russia or Belarus:** By entering into this contract, the vendor certifies that neither the person or entity listed on this Purchase Order, nor any parent entity, subsidiary, or affiliate is engaged in prohibited activities or appears on the N.J. Dept. of Treasury's list of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022 c. 3. <https://sanctionssearch.ofac.treas.gov/>.
19. **Anti-Discrimination:** By entering into this contract, the vendor agrees to follow the provisions of N.J.S.A. 10:2-1 et seq. Vendor also agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq. The bidder agrees to the mandatory language and terms as required by N.J.A.C. 17:27-1.1 et seq.
20. **Emergency Contracts:** For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier. All other required documents must also be submitted to the Town prior to contract payment.
21. **Change Orders:** Change orders requests must be received by the Town in writing and are not valid until approved by the proper authorities of the Town of Secaucus.
22. **Price Adjustments:** All requests for price adjustments must be made to the Town in writing for approval by the proper authorities.