

CARTERET COUNTY PUBLIC SCHOOL SYSTEM TERMS AND CONDITIONS -2018

Definitions. As used in this document the following terms and definitions apply.

- "CCPSS" means the Carteret County Public School System which is the Carteret County Board of Education.
- "Purchase Order" means both an offer and a contract between CCPSS and a vendor whereby CCPSS is procuring goods or services. "Purchase Order" includes all documentation used by CCPSS to solicit bids or request proposals before a contract is formed and includes all submittals of the vendor that are not rejected by CCPSS. "Purchase Order" includes the actual contract formed between CCPSS and vendor, and includes prices, quantities, schedules, specifications, delivery instructions and all other provisions that may be included in the documentation that forms a contract. All Purchase Orders are deemed to include the terms of this *CARTERET COUNTY PUBLIC SCHOOL SYSTEM TERMS AND CONDITIONS -2018* when this document is referenced in any of the CCPSS documentation used to solicit the Purchase Order or in the final contract itself.
- "PO" means the Purchase Order.
- "Order" means the Purchase Order.
- "Vendor" means a provider of goods or services to CCPSS and includes, but is not limited to, sellers of goods, providers of services, and contractors whether in the construction trades or otherwise.

Acceptance: Acceptance of a CCPSS Purchase Order by vendor includes acceptance of all terms herein when any document incorporated in the Purchase Order makes reference hereto. If any provision in the Purchase Order is contrary to any provision hereof, this *CARTERET COUNTY PUBLIC SCHOOL SYSTEM TERMS AND CONDITIONS -2018*, shall supersede such contrary provision and such contrary provision shall be deemed deleted.

Additional Charges: CCPSS will not pay any charges or fees of any type in addition to the price(s) stated in the Purchase Order unless specifically authorized on the face of the PO.

Assignment: The Purchase Order may not be assigned by vendor in whole or in part without the prior written approval from the CCPSS Finance Department ("Finance Department" herein).

Cancellation: The CCPSS Finance Department reserves the right to provisionally cancel the Purchase Order in whole or in part at any time by written (including email) or telephone notice, effective upon receipt by vendor at no cost to the CCPSS except as set forth below. Such cancellation will be deemed final, and without cost to the CCPSS, unless, within seven calendar days of receipt of notice of provisional cancellation, vendor notifies the Finance Department: (1) that he, based on the Order, became contractually committed to a third party for the purchase or manufacture of goods or services needed to fulfill the Purchase Order, (2) the financial amount of the commitment to the third party, and (3) that the vendor cannot cancel his contractual commitment without penalty, and/or (4) vendor has internally expended sums on manufacturing or fabricating goods to provide to CCPSS solely because of the Order. The vendor will fully document all aspects of his notice in writing. If the vendor gives such notice and proper documentation, CCPSS will then have the option (a) of declaring the cancellation final and paying the vendor's financial commitment to the third party and/or vendor's internal costs of manufacture/fabrication, or (b) withdrawing the provisional cancellation and continuing with the Order. In the event of a cancellation under this provision, under no circumstances will CCPSS be liable to vendor for vendor's lost profits or consequential damages. **TIME IS OF THE ESSENCE** with respect to the time periods in this paragraph.

Choice of Law: The Purchase Order shall be subject to, and interpreted exclusively under, the laws of the State of North Carolina. The forum for resolving disputes between CCPSS and vendor arising under the Purchase Order shall be the General Courts of Justice in Carteret County, North Carolina, or the United States District Court for the Eastern District of North Carolina. Appeals shall be in accordance with the applicable law.

Contractor's Sales Tax Report: Vendors who are engaged by CCPSS as construction contractors shall submit with pay requests a notarized report entitled the "Contractor's Sales Tax Report, North Carolina State and Local Sales Taxes Paid." The vendor's Sales Tax Report must be completed in full and include taxes paid during the payment period with respect to building materials, supplies, fixtures and equipment that have become a part of or annexed to, a building or structure erected, altered or repaired for the CCPSS or Carteret County. See NCGS 105-164.14c, Sales and Use Tax Bulletin 18-2, F.

Criminal Background: In fulfilling a Purchase Order, vendor agrees that it will not send to any CCPSS campus any employee, agent, ownership personnel, or contractor ("vendor personnel") who is listed on the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, or the National Sex Offender Registry ("the Registries"). Vendor agrees to conduct at its own expense sexual offender registry checks ("checks") on each of its vendor personnel who will engage in any service on, or deliver goods to, a CCPSS school campus and, upon request, will provide documentation to CCPSS that the checks were made and that the vendor personnel on a CCPSS campus were not listed on the Registries. For the vendor's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>.

Delivery: Each shipment must be plainly labeled with the Purchase Order number, delivered to the "Ship To" address and marked to the attention of the individual or department indicated on the face of this order. Deliveries must be made between 8:00 AM and 4:00 PM Monday-Friday. A complete packing list must accompany each shipment.

E-Verify: Vendor shall not employ any individuals to provide services to CCPSS who are not authorized by federal law to work in the United States. The vendor represents and warrants that it is aware of and in compliance with the Immigration and Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to the Purchase Order.

Federal Funds: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (18 U.S.C. 874 and see 40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. 200.322); and Record Retention Requirements (2 C.F.R. 200.324).

Freight: Freight charges indicated on the Purchase Order are estimated. Only actual prepaid freight may be charged and must be shown as a separate item on vendor's invoice, unless freight is included in bid price.

Gender; Number: As used herein, the masculine, feminine and neutral genders are interchangeable and the singular includes the plural.

Invoices: All payments will be made from invoices only. Separate invoices must be submitted for each order. Invoices shall be consistent with the Purchase Order and shall be mailed to Carteret County Public School System, Accounts Payable Department, 107 Safrit Drive, Beaufort, NC 28516
The Purchase Order number must appear on all invoices.

Iran Divestment Act Certification: As of the effective date of the Purchase Order, the vendor certifies that it is not listed on the Final Divestment List created by the NC State Treasurer, pursuant to the Iran Divestment Act, NCGS 147-86.58, as it may be amended. The vendor understands that it is not entitled to any payments whatsoever under the Purchase Order if this certification is false.

Legal: It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State and Local laws and regulations relative thereto. The vendor shall defend actions or claims brought against, and indemnify and save harmless, the CCPSS and its board members, officials and employees from claims, losses, costs, or damages by reason of any actual or alleged violations of such laws by vendor.

MSDS: Material Safety Data Sheets must be provided with shipment of all chemicals.

Payment Terms: Payment terms are net 30 days after receipt of correct invoice or acceptance of goods and service, whichever is later.

Prices: Invoices cannot exceed the net total of the PO, which includes all sales and use taxes and shipping charges when applicable.

Purchase Order Increases: All requests for price increases or additional shipping charges must be approved by the Finance Department in writing prior to shipment.

Rejected Materials: Upon rejection, damaged or defective goods, or goods that do not conform to the Purchase Order, will be returned to the vendor at the vendor's risk and expense. Materials received in excess of the quantity specified on the Purchase Order, at CCPSS's option, may be returned at the vendor's expense.

Removal of Personnel: Vendor agrees to remove any of its personnel from CCPSS property at the reasonable request of CCPSS. Cause for such request generally relates to the security of school property or the physical or mental well being of CCPSS personnel or students. If CCPSS requests vendor to remove personnel, CCPSS will document the reason for the request, and such personnel will be given an opportunity to meet with a CCPSS official who will explain the reason for the request and will give such personnel an opportunity to respond before a final decision on such removal is made.

Shipment by Second Party: In instances where goods are shipped against the Purchase Order by parties other than vendor, the shipper must be instructed to list the CCPSS Purchase Order number on all packages, bills of lading, etc. to ensure prompt identification of order.

No CCPSS Indemnity; No CCPSS Insurance: Any provision in any document submitted by vendor for inclusion in the Purchase Order requiring the CCPSS to indemnify vendor or save vendor harmless from third

party claims for personal injury, death, property damage, or property loss on account of, or related in any way to, the goods or services provided under the Purchase Order is deemed deleted and not part of the Order. Further, CCPSS participates in risk management coverage that is not liability insurance and cannot include vendor as an additional covered party or insured under its risk management coverage. Any contrary provision in any document submitted by vendor for inclusion in the Purchase Order is deleted and not part of the Order.

Tax: Any applicable North Carolina taxes shall be invoiced as a separate item. Vendor shall defend and indemnify CCPSS for all: claims; costs; damages; expenses; or loss of refunds from the State of North Carolina of sales taxes paid directly or indirectly by CCPSS arising out of the failure of the vendor to pay all sales taxes due or to provide the correct information regarding sales taxes to CCPSS, as specified herein in a timely manner.

Vendor's Sales Tax Information: Vendors, other than construction contractors, shall submit with each invoice the following information: vendor name and address, type of materials purchased, type of services provided, project name (if applicable), invoice number, invoice date, invoice amount, amount of state sales tax paid, amount of local sales tax paid, amount of total sales tax paid, the name of the county where the vendor accepted delivery of any materials and any other information reasonably requested by CCPSS to enable CCPSS to track, report and obtain refunds from the State of sales taxes paid. The vendor must include such information on each invoice or on a document attached to each invoice. At the request of CCPSS, vendor shall provide such information on a form provided by CCPSS and attach the notarized form to each invoice.