



City of Cuyahoga Falls, Ohio
Finance Department
2310 2nd St
Cuyahoga Falls, OH 44221
P: 330-971-8230 E-mail: finance@cityofcf.com

Terms, Conditions and Provisions Governing Purchase Orders Under \$25,000

1. Submission of Invoices

Upon delivery of supplies or performance of the service, as described on the purchase order, the Contractor shall submit a "proper invoice," directly to Finance Department, City of Cuyahoga Falls, 2310 2nd St, Cuyahoga Falls, OH 44221 or by e-mail to finance@cityofcf.com. A "proper invoice" is defined as being free from defects, discrepancies, errors, or other improprieties and shall include, but may not be limited to:

- exact Contractor's name and address as listed in the Contract;
- exact remittance address;
- exact purchase order number;

The City shall make prompt payment for any supplies or services acquired from the Contractor. Upon receipt of a "proper invoice," payment, subject to the foregoing provision and, unless otherwise stated on the face of the purchase order or determined by a signed credit application, shall be made within thirty (30) calendar days. Defective invoices shall be returned to the Contractor noting areas of discrepancy. When an invoice is returned, the required payment date will be thirty (30) calendar days from the day of receipt of the corrected invoice. Cash discounts terms on the vendor's invoice will be effective from the date of actual receipt or corrected and accepted invoice or date of actual receipt and acceptance of the order, whichever is later.

2. Non-Appropriation of Funds

It is understood that the City funds are contingent upon the availability of lawful appropriations by the Cuyahoga Falls City Council. Subject to the applicable provisions of the City Charter, the City represents by the certification signed by the Finance Director: that it has adequate funds to meet its obligations under this order for the full price set forth herein; and that it has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such contract period. However, if the Cuyahoga Falls City Council at any time during such contract period(s) decides to discontinue funding for any purchase order awarded, the City's obligations under such contract(s) are terminated as of the date that the funding expires without further obligation to the City.

3. Cancellation of Contract

In case of unreasonable delay in delivery of goods or services, or the delivery of goods or services inferior to those specified, or in case of any other default of the vendor, the City shall have the right to cancel this order in whole or in part without penalty. Unless otherwise state, the City expressly reserves the right to cancel this purchase order with thirty (30) days written notice.

4. Indemnification

The vendor agrees to indemnify, defend and hold harmless the City, including, but not limited to its public officials, City employees, and City departments, against all damages, claims liabilities and expenses of any nature whatsoever, including, but not limited to personal injury, death and property damage, arising out of or in connection with any actions by the vendor including, but not limited to its owners, officers, employees, subcontractor and agents during the performance of this order. Additionally, the vendor will indemnify the City, including, but not limited to its public officials, City employees, and City departments, based on a claim that the supplies or services furnished infringes a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret.

5. Warranties

The vendor expressly warrants that all supplies and services furnished against this order will conform to the specifications, drawings, samples or other description furnished or approved by the City and will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect for one (1) year after receipt and acceptance by the City.

6. Insurance Requirements for Service Orders

The Vendor, at it's expense, shall obtain prior to the commencement of its services and maintain in effect until the final acceptance of vendor's services and for such additional periods as may be required by the City, the following insurance coverage and minimum limits: General Liability (per occurrence) \$1,000,000; Automobile Liability (combined single limit each accident) \$1,000,000; Excessive/Umbrella Liability (per occurrence) \$2,000,000. Ohio Workers' Compensation Insurance in accordance with State of Oho law.

7. Freight Charges

Unless otherwise stated, the City shall not be responsible for freight or delivery charges. Prices are to be based upon the supplies or services being offered F.O.B. Destination, freight prepaid and allow to the delivery destination(s) listed on this order. Any shipment marked C.O.D shall be rejected and returned at the vendor's expense.

8. No Verbal Agreements

The City of Cuyahoga Falls will be bound by these "Terms, Conditions and Provisions" of this order and any written Agreement; however will not be responsible for verbal agreements made by any City employee. In the event of a conflict between the terms of these "Terms, Conditions and Provisions" of this order and a separate written Agreement, the terms of the written Agreement shall prevail.

9. Acceptance of these Terms, Conditions and Provisions.

Authorized Representative acknowledging acceptance of these Terms, Conditions and Provisions.

10. Certification of Compliance with R.C. 3517.13

Contractor certifies that it is in compliance with division (I) of Ohio Revised Code Section 3517.13 with respect to all public officials who had the authority to award that contract and all public officials who may authorize or receive goods or services under this purchase order.

Signature

Print Name & Title

Date