

TERMS & CONDITIONS

This order, if accepted, is subject to the following terms and conditions:

1. All goods and articles furnished hereunder are warranted to be merchantable and free from all material defects and of good workmanship and fit for purpose intended. It is further guaranteed that all goods and articles conform to the specifications included or referred to herein.
2. The purchase order shall not be assignable by the seller without the written consent of the Township.
3. This purchase order shall terminate and be null and void unless the goods and articles called for herein shall be delivered or supplied within one calendar year.
4. The vendor hereby agrees to hold harmless, indemnify, and defend the purchaser against any claims which may be made against the Purchaser for breach of any and all express or implied warranties, or liability for product defects or liability for patent infringement claims, which may arise out of the use of the goods, merchandise, materials and products purchased within.

DELIVERIES

Unless otherwise required, complete shipment of all items must be made in one delivery. Payment will not be made on partial deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience. All deliveries shall be made Monday through Friday excluding Township observed holidays, between the hours of 9:00 a.m. and 4:00 p.m. or as otherwise directed. All deliveries must be accompanied with a packing slip showing at minimum, purchase order number, and for each item delivered the item description or part number and the quantity shipped. All delivery slips must be signed by a Township employee authorized to accept shipments. All deliveries must be placed in the building or at a location determined at the time of order. Placement may require inside deliveries. Delivery personnel should be aware that Township employees may not be available to assist with the unloading. There may not be any equipment available to assist in the unloading.

RETURNS

All costs and arrangements for making returns will be the responsibility of the contractor. All returns must be picked up within forty-eight (48) hours of notification. Pick up slips are required for all returns and must be signed by an authorized Township employee.

WARRANTY

The vendor shall guarantee any or all goods and services supplied under this purchase order. Defective or inferior goods shall be replaced at the expense of the vendor. The vendor will be responsible for return freight or restocking charges. The vendor shall guarantee all materials in accordance with the manufacturers standard warranty but in no case less than ninety (90) days all parts and labor.

PAYMENT

The Township is exempt from local, state and federal sales, use or excise tax. Payment will be made in accordance with Township's policies and procedures. All orders and/or services must be complete, invoices and credit slips must be received and in agreement with the voucher and formal acceptance must be made by the using department prior to placement on a bill resolution. Invoices and credit slips must list the assigned purchase order number, the item description, quantity delivered, unit price and the extended amount. The Township does not process payments from monthly statements. All signed vouchers and invoices must be received by the Finance Department two (2) weeks prior to scheduled Council meeting date.

PROMPT PAYMENT REQUIREMENT FOR GOODS AND SERVICES

Pursuant to P.L. 2018, c. 127 Township shall pay late payment interest for goods and services. Interest shall be paid at the rate specified by the State Treasurer pursuant to N.J.S.A. 52:32-35. The Township shall not pay a late payment penalty unless the goods or services have been rendered.

PROMPT PAYMENT REQUIREMENT FOR CONSTRUCTION CONTRACTS

P.L. 2006, c. 96 establishes prompt payment requirements for improvements to real property and structures as set forth in N.J.S.A. 2A:30A-1 et seq.

NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Pursuant to N.J.S.A. 52:32-44, Township of Brick is prohibited from entering into a contract with an entity unless the vendor, and each subcontractor has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Township prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

1. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
2. the contractor shall maintain and submit to the Township a list of subcontractors and their addresses that may be updated from time to time.
3. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Township a complete and accurate list of all subcontractors used and their addresses. Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L. 2022, c. 3) any person or entity (Vendor) that seeks to enter into, renew, extend or amend a contract with the Township of Brick for the provisions of goods or services, or the purchase of bonds or other obligations, must complete a certification indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of Treasury finds that a Vendor has made a certification in violation of the law, it shall take any 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.

WORKPLACE ACCOUNTABILITY IN LABOR LIST

Pursuant to N.J.S.A. 34:1A-1.16 (P.L. 2019, C. 366), any business whose name appears on the Workforce Accountability in Labor List (WALL) is prohibited from public contracting. The WALL is updated monthly and maintained by the New Jersey Department of Labor.

EMERGENCY PURCHASES OR CONTRACTS

For purchases of an emergent nature, the contractor shall provide its BRC within two (2) weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

PREVAILING WAGE & LABOR LAWS

The New Jersey Prevailing Wage Act (P.L. 1963, c.150) and the provisions of the State Labor Laws must be complied with by the vendor, if applicable. The current prevailing wage rates can be found at <https://www.nj.gov/labor/wageandhour/prevailing-rates/>.

STATE COMPTROLLER

The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.