



Terms and Conditions

Registration constitutes agreement with the following terms and conditions.

- 1) Tax Exemption: The City is tax exempt. #92-6000140
- 2) Purchase Orders: The purchase order is not valid unless signed.
- 3) City terms and conditions apply. Acknowledgment of the purchase order, shipment of any goods, or commencement of work pursuant to the purchase order is be deemed an acceptance of these terms and conditions. No modification of, or release from this purchase order is binding unless agreed to by the City. These terms and conditions supersede any submitted by the vendor in any proposal or acknowledgement, unless specifically agreed to otherwise by the City and the vendor.
- 4) Payment: The vendor must submit an invoice to the City of Fairbanks, 800 Cushman Street, Fairbanks, AK 99701. All invoices must reference the City's purchase order number. All materials furnished must be accepted by the City of Fairbanks before payment will be approved. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later. Each invoice may reference only one purchase order.
- 5) Warranty: The vendor warrants all goods it sells to the City for a period of one year against defects in design, materials, and workmanship. The warranty period starts at the later of the date of delivery or date of completion of installation, and during such warranty period all costs for parts and labor for repairs will be borne by the vendor.
- 6) Drop-Shipments: Will not be accepted by the City of Fairbanks and will be refused unless:
 - A) shipment is prepaid fob destination.
 - B) Shipping label shows vendor to whom City purchase order was issued.
 - C) Shipping label clearly shows City's purchase order number.
 - D) No C. O. D. Deliveries.
 - E) Order is delivered inside doors of specified destination.
- 7) Minimum Specifications: All items delivered for this order must be new and the latest model, unless otherwise specified by the City of Fairbanks. All electrical items must meet the State of Alaska electrical codes. All equipment must comply with OSHA standards. All items must be labeled in accordance with the chronic hazard labeling standard (ASTM D-4236 and Federal law PL 100-695).
- 8) MSDS: If applicable, material safety data sheets (MSDS) are required with delivery of item.
- 9) Indemnity/Hold Harmless: To the fullest extent permitted by law, the vendor agrees to indemnify and hold the City of Fairbanks, its employees, agents, representatives, volunteers, and other harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the vendor's organization or vendor's sub-contractors, which may arise during the course of this agreement.
- 10) Non-Assignability: The vendor may not assign any portion of the contract, nor confer an assignment on any third person by any other means without prior written consent of the City of Fairbanks. This provision applies to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.
- 11) Affirmative Employment Practices: The vendor certifies conformance to the applicable Federal acts, executive orders, and Alaska statutes concerning affirmative action toward equal employment opportunities.
- 12) All information and reports required by Federal or State agencies having responsibility for enforcement of such laws must be supplied to the City of Fairbanks upon request for the purpose of investigation to ascertain compliance with such acts, regulations, and orders. In the event of the determination of non-compliance with the affirmative action provision, the City may cancel, terminate, or suspend the contract in whole or in part, and declare the vendor ineligible for further City contracts, or take such other action as it deems appropriate to bring about Compliance.
- 13) Governing Law: This agreement is governed by the laws of the State of Alaska and the City of Fairbanks. Any suit or action instituted in connection with any controversy arising out of this purchase order or the work to be performed hereunder will be held in the City of Fairbanks, under the jurisdiction of the Alaska State Court System.

