

# LANE COUNTY PURCHASE ORDER STANDARD TERMS AND CONDITIONS

Revised 01/01/2016

This Purchase Order, when accepted, constitutes a Contract between the County and the party to which it is issued ("Contractor"). The Contract includes the entire written agreement relating to the purchase or performance, including any requests for quote or proposal, specifications, changes, and the accepted bid.

**1. CONTRACTOR'S STATUS.** The performance of this Contract is at Contractor's sole risk. Any services to be rendered are those of an independent Contractor that is not an employee or agent of the County. Contractor is solely liable for any workers' compensation coverage; social security, unemployment insurance, retirement payments, and taxes due as a result of payments under this Contract. Contractor is not employed by County, and will not be eligible for any Social Security, Workers' Compensation, unemployment, or benefits from this Contract.

**2. STANDARD AND SPECIAL TERMS AND CONDITIONS.** The terms and conditions on this page are standard to County Purchase Orders for the purchase of goods and services. There are special terms and conditions contained on the opposite side of this pages, and may be additional special terms and conditions in specifications or price requests that apply only to this particular purchase. In the event of a conflict between the standard and the special terms and conditions, the latter take precedence.

**3. DELIVERY.** Deliveries shall be F.O.B. destination with all transportation and handling charges paid by Contractor. Responsibility and liability for loss or damages shall remain with Contractor until formal inspection and acceptance when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**4. PAYMENT.** Payments are customarily made by County within 30 days following the date the entire order is delivered, work is completed, or the date the invoice is received, whichever is later. Invoices must show the Purchase Order number and delivery location as a condition of payment.

**5. WARRANTIES.** Unless otherwise stated, all equipment shall be new current model and carry full factory warranties. Contractor warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with bid specifications. All warranties shall run to the County.

**6. INSURANCE AND INDEMNIFICATION.** Contractor must provide insurance acceptable to the County for any services provided under this Contract, and must if requested furnish evidence of such insurance, which shall be primary and non-contributory with any other insurance and self-insurance. To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, and to the extent otherwise provided for in private contracts of insurance, Contractor agrees to indemnify, defend, and hold County, its Commissioners, agents, officers and employees, harmless from all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from Contractor's performance of or failure to perform under this Contract.

**7. CONTRACTOR'S OBLIGATIONS UNDER LAW.** Contractor must possess all necessary licenses or permits necessary to perform the Contract. Contractor must comply with all provisions of ORS

279B.220, 279B.230, and 316.167 regarding payment of wages and taxes, and must comply with all applicable requirements of 29 CFR Part 471 regarding equal employment opportunity. While carrying out services at County facilities, Contractor must comply with the current "Mandatory County Policies for Vendors" published on County's County-Wide Bid Page.

**8. MODIFICATION AND TERMINATION.** No modification or amendment to this Contract will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Contract at any time by written agreement. County may terminate this Contract for its convenience at any time with no liability on its part, except to pay for services previously provided.

**9. DISPUTES.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Contract, which may be done at a management level higher than the persons directly responsible for administration of the Contract. In the event that the parties alone are unable to resolve any conflict under this Contract, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time. All matters in dispute between the parties are governed by, construed, and enforced in accordance with the laws of the State of Oregon without regard to principles of conflict of laws. All disputes and litigation arising out of this Contract will be decided by the state or federal courts of Oregon.

## 10. MISCELLANEOUS TERMS:

**Force Majeure ("Acts of God").** Neither County nor Contractor will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party. County may terminate this Contract upon written notice after determining that delay or default caused by Force Majeure acts, events, or occurrences will reasonably prevent successful performance of the Contract.

**Merger.** This Contract contains the entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior negotiations, agreements and understandings.

**No Third-Party Beneficiaries.** County and Contractor are the only parties to this Contract and the only parties entitled to enforce its terms. Nothing in this Contract may be construed to give or provide any benefit or right to third persons, either directly or indirectly, greater than the rights and benefits enjoyed by the general public.

**Non-Assignment, Successors and Assigns.** Contractor may not assign or transfer its interest in this Contract without prior written approval of County. The provisions of this Contract are binding upon and inure to the benefit of the parties to this Contract, their respective successors, and permitted assigns.

**Severability.** If any provision of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**Survival.** The provisions of this Contract with respect to governing law, indemnity, warranties, and guarantees will survive termination or completion of the Contract.

**Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Contract.

**Waiver.** Failure of County to enforce any provision of the Contract does not constitute a waiver or relinquishment by County of the right to in the future enforce any other provision of this Contract.