

## VENDOR PARTICIPATION APPLICATION

BUSINESS INFORMATION	
Business Name:	_____
Mailing Address:	_____
City:	_____ State: _____ Zip: _____
Phone:	_____ Fax: _____
Email:	_____ Website: _____
FEDERAL EMPLOYER IDENTIFICATION NUMBER - FEIN: <i>(Only provide your Social Security number if you are a sole proprietor or partnership.)</i>	
FEIN:	_____ SSN: _____
ANY QUESTIONS REGARDING THIS APPLICATION SHOULD BE REFERRED TO:	
Vendor contact Name and Title:	_____
Phone:	_____ Email: _____

Check this box if your business is owned by, in part or fully, or employs a Town of Harrisburg employee, Council Member, volunteer, or seasonal or advisory board member ("employee") and identify the Town employee and position within the company: \_\_\_\_\_

DESCRIPTION OF PRODUCT(S) OFFERED
PLEASE PROVIDE A SUMMARY DESCRIPTION OF THE PRODUCT(S) YOU ARE OFFERING: <i>(Attach additional sheets if necessary.)</i>

**SUMMARY OF VENDOR INFORMATION FILING REQUIREMENTS**

The vendor's authorized representative, undersigned in the following section, agrees to adhere to the following requirements:

1. This completed Vendor Participation Application shall be submitted as Attachment 1;
2. A W-9 Form shall be submitted as Attachment 2;
3. A "Returns and Exchange Policy" shall be submitted as Attachment 3;
4. An equipment description and price list shall be submitted as Attachment 4;
5. If this application is part of a formal bid, "E-Verify Affidavit" shall be submitted as Attachment 5;
6. All other requirements in the "Vendor Information Filing Requirements" have been satisfied;
7. The vendor is committed to provide a drug free work place environment;
8. All "Terms and Conditions" of the Town of Harrisburg shall be reviewed and acknowledged.

**AUTHORIZED REPRESENTATIVE'S CERTIFICATION**

**I attest that I am the agent authorized to make representations on behalf of the business firm indicated in the "Business Information" section and agree to all aforementioned statements made in this application.**

Information same as "Business Information"

Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Authorized Representative's Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PLEASE MAIL APPLICATION, INCLUDING ALL ATTACHMENTS TO:**

Town of Harrisburg  
Attn: Finance Department - Purchasing  
PO Box 100  
Harrisburg, NC 28075

Applications and attachments can also be sent via email:  
[purchasing@harrisburgnc.org](mailto:purchasing@harrisburgnc.org)

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GENERAL TERMS AND CONDITIONS**

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**ACCEPTANCE:** Acceptance of this order must be without qualifications. The Town hereby objects to and will not be bound by any different or additional terms and conditions contained in the acceptance unless each such different or additional term is expressly agreed to in writing by Town. Vendor's action in (a) accepting this order, (b) delivering materials, or (c) performing services called for hereunder shall constitute an acceptance of terms and conditions below on this order.

**CONTRACTURAL RELATIONSHIP:** Vendor shall perform the work described independently and not as an employee of the Town. The Town has no right to supervise, direct, or control the Vendor or the Vendor's officers or employees in the means, methods, or details of the work to be performed by Vendor. The Town and Vendor agree that Vendor will take proper care and precautions to ensure the safety of Vendor's officers and employees.

**PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence, and bill of lading. The Town will not be responsible for goods delivered exceeding \$1000 without a purchase order.

**INSURANCE:** All insurance requirements applicable shall be fulfilled prior to the issuance of this Purchase Order. Vendor is responsible for keeping required insurance current until service is complete.

**PAYMENT:** The Town shall not be obligated to pay the Vendor any payments, fees, expenses, or compensation other than those authorized on the purchase order or authorized by a duly approved amendment or change order. The Vendor shall submit an invoice to the Town after the product has shipped. The Town agrees to pay all approved invoices Net Thirty (30) days from the date received and approved.

**TAXES:** The Town is not Tax-Exempt. Prices shown on the Town's purchase orders do not include tax; however, all applicable taxes shall be paid by the Town. Seller shall itemize taxes on the seller's invoice.

**CHANGES / QUANTITIES:** No changes may be made to this order without written authorization from the Town's designated representative. Exact quantities ordered should be shipped, except in instances where this is impractical such as material in bulk, uneven lengths, etc., in which case nearest amount available and not exceeding specified quantity is acceptable.

**QUALITY CONTROL:** Goods supplied as a result of this Purchase Order shall be subject to approval as to quality and must conform to the highest standard of manufacturing practice. Items found defective or not meeting specifications shall be replaced at the Vendor's expense within a reasonable period of time. Payment for defective goods or goods failing to meet specifications is not due until 30 days after satisfactory replacement has been made.

**WARRANTY:** Vendor shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Town's Bid Documents and Specifications and shall be free from all defects in material, workmanship and title.

**SHIPPING:** All prices must be F.O.B. destination. No boxing or packing charges will be allowed by Town unless specifically authorized on the face of this order.

**RISK OF LOSS:** Risk of loss, damage, or destruction of materials covered by this order, regardless of F.O.B. point, shall be and remain with the Vendor until the goods are delivered to the destination set out in the order and accepted by the Town or Town's nominee.

**DELIVERIES:** Delivery shall not be made to any place other than the destination indicated on this Purchase Order.

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**CANCELATIONS:** The Town reserves the right to cancel purchase orders for failure on the part of the Vendor to deliver as promised, or within a reasonable time if no delivery commitment is made, unless acceptable notification of delay is given to the Town by the Vendor.

**INDEMNIFICATION.** To the maximum extent allowed by law, the Vendor shall defend, indemnify, and save harmless the Town and its agents, officers and employees, from and against all charges that arise in any manner from, in connection with, or out of this purchase order or contract as a result of the acts or omissions of the Vendor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town and its agents, officers or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Harrisburg, its agents, officers, and employees with legal counsel reasonably acceptable to Town.

As used in this subsection "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorneys fees, and amounts for alleged violations of any law, regulation, ordinance, rule, or order. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this transaction. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this purchase order or contract. This section shall remain in force despite termination of this purchase order or contract (whether by expiration of the term or otherwise) and termination of the services of the Vendor under this purchase order or contract.

Certificate of Insurance may be required of Vendor for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance, as determined by the Town.

**APPLICABLE LAW AND VENUE:** This transaction shall be deemed made in Cabarrus County, North Carolina. This purchase order or contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this purchase order or contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County.

**E-VERIFY:** E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law, in accordance with NCGS 64-25. For any transaction that qualifies as a Formal Bid under North Carolina statutes, Vendor affirms compliance with state and federal laws related to E-Verify and agrees to attest to such with the E-Verify Affidavit.