

PURCHASE ORDER TERMS AND CONDITIONS

1. NO CHANGES IN THIS ORDER are to be made except on instructions from the Purchasing Agent. All attachments referenced on the purchase order shall become part of this order.
2. DELIVERY TERMS The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid. The terms f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken after acceptance. Most City buildings do not have loading docks. Collect shipments will not be accepted. Goods are subject to inspection and will be returned at vendor's expense if found unsatisfactory.
3. PRICES for commodities and/or services furnished on this order shall not exceed those charged to your most favored customer for like commodities and/or services under similar circumstances.
4. No charge for packing or handling will be accepted except on express agreement to such charges.
5. The City assumes no responsibility for purchases in excess of \$1,000 which are not covered by a written purchase order, or approved by the Purchasing Agent or Buyer.
6. No agreements or other understanding in any way modifying the conditions of this order will be binding upon Buyer unless agreed to by the Purchasing Division and confirmed in writing and signed by Buyer's authorized agent.
7. This contract will be governed by the laws of the State of Louisiana.
8. Vendor/Contractor, by accepting this order, hereby conveys, sells, assigns, and transfers to the City of Shreveport, Louisiana all rights, titles, and interests in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular goods or services purchased or acquired by the City of Shreveport, Louisiana, pursuant to this contract. Any possible litigation arising as a result of the Purchase Order will be decided in the First Judicial District Court, Caddo Parish, LA.
9. Vendor/Contractor, by accepting this order, assumes complete responsibility for any alleged patent infringements and will hold the City harmless from all suits and payments.
10. The vendor/contractor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this contract without the written consent of the Purchasing Agent.
11. If required under the terms of award or if work on any City property is to be performed by the Vendor/Contractor, the Vendor/Contractor receiving the award shall cause a Certificate of Insurance to be issued. The City of Shreveport shall be named as an additional insured with a waiver of subrogation. A copy of the Certificate of Insurance must be sent by mail, email or fax (318/673-5408) to the Purchasing Division. Terms are to be Net 30 after approval of Certificate of Insurance. Certificate must be submitted to the Purchasing Division and approved by Risk Management before commencement of work.
12. Your acceptance of this contract implies consent for the City, or its authorized representatives to conduct an audit of your records, relative to this transaction.
13. TAXES: The City is exempt Federal excise tax and La. R.S. 47:305.29 exempts the City of Shreveport from paying state sales and use tax, except when said exemption is suspended by act of the Louisiana Legislature. The City of Shreveport federal tax exempt number is 72-6001326. The state tax exempt number is 4350450.
14. This complete order together with the referenced solicitation document, the City's standard clauses as referenced within the solicitation document are exclusive statements of the terms of the agreement between the vendor/contractor and the City of Shreveport, LA. No other terms and conditions, unless expressly agreed to in writing by the City, will be accepted.
15. AFFIRMATIVE ACTION: The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment, employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical disability.
16. We require original invoice or certified copy of same. Shipments not shipped to destination shown are subject to being refused.
17. ACKNOWLEDGMENT OF PURCHASE ORDER: It is necessary for all vehicle vendors to fax to the Purchasing Division acknowledging receipt of the Purchase Order. The acknowledgment copy must be signed and dated by the vendor/contractor or authorized representative. This is only necessary for vehicle and ambulance purchases. Our fax number is (318) 673-5408.