

**ALL CONTRACTORS INTERESTED
IN DOING BUSINESS WITH IREDELL COUNTY**

Iredell County maintains a vendor file of potential qualified contractors, subcontractors, or suppliers interested in bidding on current and future construction and repair projects. Completion and submission of a vendor application will allow us to place you in that vendor file. However, submission does not entitle any particular potential vendor or contractor to receive any particular solicitation. It is the potential bidder's sole responsibility to periodically look at the County's Bid Page for open bids or to contact Purchasing or related departments to ensure they do not miss opportunities.

Also, Iredell County wants to identify both certified and non-certified qualified Historically Underutilized Businesses (HUB) to ensure they can be identified when bid opportunities arise. HUB certification is given by the NC Department of Administration HUB Office.

As defined by NC General Statute 143-128.2, Historically Underutilized Businesses are:

1. Minority - a person who is a citizen or lawful permanent resident of the United States and who is:
 - a. Black, that is, a person having origins in any of the black racial groups in Africa;
 - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central American, or the Caribbean Islands, regardless of race;
 - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
 - d. American Indian, that is, a person having origins in any of the original peoples of North America; or
 - e. Female
2. Minority Business - means a business
 - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and
 - b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
3. Socially and economically disadvantaged individual - means the same as defined in 15 U.S.C. 637. "Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities". "Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area who are not socially disadvantaged".

PURCHASE ORDER TERMS AND CONDITIONS

By acceptance of this purchase order, the vendor or contractor, hereafter referred to as the seller, declares that he will furnish the materials, equipment or services, hereafter referred to as supplies, according to the following terms and conditions:

1. **PRICE** - If price exceeds the amount stipulated in the order, notify the Purchasing Agent. Do not ship unless authorized. Final price on any item or service will be the quoted price. If price is not stated in the order, Iredell County will be billed at the last price quoted, or billed at prevailing market price, whichever is lower. All prices quoted are FOB DESTINATION unless specifically indicated otherwise.

2. **TAXES - IREDELL COUNTY IS NOT TAX EXEMPT.** Prices do not include City, County, State, Federal, or any other taxes. All applicable taxes shall be paid by Iredell County and shall be itemized on the seller's invoice. Current tax rate is 6.75%

3. **PAYMENT TERMS** – Standard payment terms are NET THIRTY (30) DAYS after invoice date unless specifically indicated. C.O.D. shipments will be refused. Penalties will not be paid. Iredell County reserves the right to modify payment terms at any time. Invoices are payable in U.S. currency.

4. **QUANTITY**- The specific quantity ordered must be delivered in full and will not be changed without the Purchasing Agent's consent. Any unauthorized quantity is subject to rejection and return at seller's expense.

5. **FREIGHT and PACKAGING**- Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. Any increase in rates becoming effective after the date hereof shall be absorbed by the seller. The seller agrees to assume and pay all extra expense occurring on account of improper packing.

6. **DELIVERIES**- Deliveries must be made between 8:30 a.m. and 4:30 p.m., Monday through Friday, except holidays. Inside delivery is required on all shipments unless specifically indicated otherwise.

7. **IDENTIFICATION OF SHIPMENTS**- Packing slips must be included with all shipments and purchase order numbers must appear on all packages, packing slips, invoices, and any correspondence.

8. **INVOICES**- Two original copies of the invoice must be mailed at the time of shipment itemizing all charges, discounts, and taxes. The seller must obtain a legible signature in duplicate from the County employee receiving the supplies; one copy given to employee and one retained. Itemized statements of account must be rendered monthly.

9. **RELEASE AUTHORIZATION**- In the absence of specific delivery dates, the supplies may be shipped only in accordance with the instructions specified by the Purchasing Agent.

10. **APPLICABLE LAWS** - By the acceptance of this order, seller represents that the merchandise covered by this order was not manufactured, packaged, labeled, registered, distributed, sold or priced in violation of any Federal, State or Local Law, or Governmental regulations and orders. Electrical equipment must be U.L. or C.S.A. approved and the label attached to the equipment.

11. **CANCELLATION**- Iredell County reserves the right to cancel on account of defects in supplies, workmanship or quality, or if supplies are not shipped as specified herein, or on release authorizations, or schedules issued in connection herewith, time being of the essence, or are not in accordance with approved samples or specifications issued in connection herewith, or if performance by seller is prevented by causes beyond the seller's control, or if the seller fails to comply with other terms and condition of this order, or if the seller is bankrupt, insolvent, or has a receiver appointed for it.

12. **ACCEPTANCE AND INSPECTION**- All supplies shall be subject to the County's right of inspection and rejection. If supplies are rejected, they will be returned at the seller's risk for credit or replacement at the County's option, and all handling and transportation expenses both ways shall be assumed by the seller. When supplies have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the seller.

13. **WARRANTY**- The seller expressly warrants that supplies, covered by this order will conform to the specifications, drawings, or samples furnished by Iredell County and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery, acceptance or payment by Iredell County.

14. **OPERATION AND MAINTENANCE MANUALS** – Delivery of equipment must include a complete set of operation and maintenance manuals. Schematics and parts lists, on specific items, are required upon request.

15. **HAZARDOUS CHEMICALS**- The seller shall insure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.

16. **MATERIAL SAFETY DATA SHEET (MSDS)** - The seller shall ensure that Iredell County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the first shipment after the MSDS is updated.

17. **NON-DISCRIMINATION POLICY** – Iredell County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability. Any Contractors or vendors who provide services, programs, or goods for Iredell County are expected to fully comply with the County's non-discrimination policy.

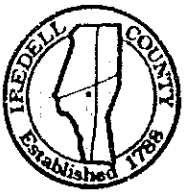
18. **AGREEMENT TERMS** – Absent a negotiated contract, this purchase order is limited to the terms and conditions contained on the face and back hereof. Any additional or different terms in the Seller's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. All delivery of goods and/or services shall conform to specifications, price, terms and conditions as set forth in this instrument. This purchase order including all contracts, references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and the Seller. The County will not be bound by any verbal agreements and terms and conditions of this order shall only be binding if agreed to in writing by the County.

19. **HOLD HARMLESS AGREEMENT** – By acceptance of this Purchase Order, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from and against all losses, liability, damages, injuries, claims, demands, costs and expenses of every kind and nature arising out of or in connection with the actions or inactions of the Contractor, its employees, agents, and subcontractors. The Contractor hereby represents to the County that at the commencement of its performance and at all times until the Contractor has completed its duties hereunder and the Contractor's performance has been accepted by the County, the Contractor will continually maintain in full force and effect all workers compensation insurance coverage required by Chapter 97 of the General Statutes of North Carolina. Contractor specifically certifies to the County that it has complied with G.S. 97-93.

20. **E-VERIFY** – As a condition of payment under this contract, seller verifies compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if seller provides services to the County utilizing a subcontractor, seller shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Seller shall verify, by affidavit, compliance of the terms of this section upon request by the County.

21. **IRAN DIVESTMENT ACT CERTIFICATION**: Contractor certifies that, as of the acceptance date of this contract, it is not on the "Final Divestment List" (FDL) or the "Iran Parent and Subsidiary Guidance" (P&S) created by the State Treasurer pursuant to the N.C.G.S §147-86.59, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the FDL or the P&S. These lists can be found at: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>. If at any time Contractor is added to the FDL or the P&S, while under contract with Iredell County, the County shall have the option to terminate the contract immediately.

22. **GOVERNING LAW**: All terms and conditions shall be interpreted in accordance with the laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in Iredell County, State of North Carolina.



IREDELL COUNTY VENDOR APPLICATION

Vendor No. _____

NAME & ADDRESS OF APPLICANT	TYPE OF APPLICATION	DATE
	() Initial () Revision	
	TELEPHONE NO. (____) _____	
	FAX NO. (____) _____ EMAIL _____	

TYPE OF ORGANIZATION	SIZE OF BUSINESS
() Individual () Partnership () Corporation () Other (explain) _____	() Small Business-Avg Number of Employees _____ Avg Annual Sales _____ () Other than small business (explain) _____ _____
Federal Tax I.D. No. Or Social Sec. No. _____	Date organization was established _____
	TYPE OF OWNERSHIP: () Minority () Women () Disabled

TYPE OF BUSINESS	NAMES OF OFFICERS, OWNERS, OR PARTNERS
() Manufacturer or Producer () Registered Dealer () Service Establishment () Construction () Surplus Dealer () Other (Specify) _____	President _____ Vice-President _____ Secretary _____ Treasurer _____ Owners or Partners _____ _____

IDENTIFY EQUIPMENT, SUPPLIES AND/OR SERVICES ON WHICH YOU DESIRE TO MAKE OFFERS.
Please provide product sheets, brochures, catalog, etc

AFFILIATES OF APPLICANT (Names, locations, and nature of affiliation)

INSURANCE-Iredell County may require the vendor to maintain worker's compensation, general liability and automobile insurance coverage of \$500,000 to \$1,000,000, based on the services being performed.

Will you provide a Certificate of Insurance? _____ Yes _____ No
Will you sign a Hold Harmless Agreement? _____ Yes _____ No

CERTIFICATION—I certify that information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, so far as known, is now declared ineligible by any agency of government from making offers for furnishing materials, supplies, or services to the government or any agency thereof.

Name & Title of person authorized to sign

Signature