

Total Ext. Price	\$1,200,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
<b>PO Total</b>	<b>\$1,200,000.00</b>

**CITY OF NEW HAVEN PURCHASE ORDER**  
**TERMS AND CONDITIONS**

**1. Provision of goods and/or services to the City of New Haven under this Purchase Order constitutes acceptance of and agreement with these Terms and Conditions.**

**2. SPECIFICATIONS & WARRANTY.** Vendor expressly warrants that all articles, materials, and work covered by this P.O. will conform to the specifications, drawings, samples, or other description(s) furnished or requested by the City of New Haven, and will be of good material and workmanship, free from defect. Said articles, materials, and work shall be fully warranted for a period of one (1) year from the date of the City of New Haven's acceptance.

**3. VARIATIONS.** No variations in the delivery schedule, price, quantity, specifications, or other terms of this Purchase Order will be effective unless agreed to in writing and signed by the City of New Haven.

**4. TIME.** If there is a Date Required shown on the front of this P.O. Time is of the essence for this Purchase Order. Failure of the Vendor to deliver the item(s) and/or service(s) by the Required Date shall entitle the City of New Haven, in addition to any other rights or remedies, to cancel this Purchase Order.

**5. DELIVERY.** Any applicable shipment fees must be prepaid by Vendor and delivered to a destination inside a building or place of use, as specified by the City of New Haven, at no additional cost to the City of New Haven.

**6. TAXES.** The City of New Haven is exempt from excise, sales, and use taxes, per CT State Statute Sec 12-412a. If form is required, contact Accounts Payable for a Tax Exemption Certificate

**7. INVOICE.** Total invoice amount shall not exceed the quantities or amounts stated on the front of this P.O. This amount constitutes full and complete payment for all costs assumed by the Vendor in performance of this P.O., including but not limited to salaries, consultant fees, costs of materials and supplies, printing and reproduction, meetings, consultations, presentations, travel expenses, postage, telephone, clerical expenses, and all similar expenses. All invoices must be emailed to [NHinvoice@newhavenct.gov](mailto:NHinvoice@newhavenct.gov)

**8. APPLICABLE LAW.** Any claims arising from this Purchase Order shall be governed by Connecticut law. The Vendor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.

**9. WAIVER OF TRIAL BY JURY.** The parties agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this P.O. Notwithstanding any such claim, dispute, or legal action, the Vendor shall continue to perform services specified in this P.O. in a timely manner, unless otherwise directed by the City of New Haven.

**10. INSURANCE AND INDEMNIFICATION.** Unless Vendor is only selling commodities and using a standard courier service for delivery therefore, in which case this section does not apply, the Vendor hereby agrees to all the terms and conditions set forth in the attached Rider, which is hereby incorporated by reference. Vendor shall have all insurance coverage policies required by the Rider in effect before commencing services and/or providing materials specified in this Purchase Order.

**11.** All drawings, reports, and documents prepared by the Vendor in accordance with this P.O. shall be to the property of the City of New Haven and may be subject to the City's final review and approval prior to final submission to the City. In the event the City of New Haven disapproves of any of the submitted materials, or any portion thereof, or requires additional material in order to properly review the submission, the Vendor shall revise such disapproved work at its own cost and expenses and submit the revised work, or the additional required material, for review and approval.

**12.** For more information about our policies and procedures, please visit our website <https://www.newhavenct.gov/gov/depts/purchasing>