

GENERAL TERMS AND CONDITIONS

Vendor: The general terms and conditions, which follow, apply to all purchases and are an integral part of each purchase order issued by the City of Salem, Virginia unless otherwise specified. Vendors are expected to fully inform themselves of these terms and conditions and failure to do so will be at the vendor's own risk and relief cannot be secured on the plea of ignorance. Subject to the state and local laws and all rules, regulations and limitations imposed by legislation of the federal government.

Acceptance: This purchase order constitutes Buyer's offer to Seller upon the terms and conditions stated herein and shall become a binding contract based on the terms and conditions set forth herein when it is accepted either by Seller's acknowledgement or performance.

Entire Agreement: These terms and conditions, any other special conditions and specifications contained in any other documents referenced shall constitute and represent the complete and entire agreement between the Buyer and Seller and supersede all previous communications, either written or verbal with respect to the subject matter of this purchase order.

Changes, additions, deletion: No changes, additions, deletions or substitutions of specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charge or price will be permitted without the prior written approval of the from the Purchasing Office of the City of Salem

Cooperative Procurement: Unless specified in the solicitation, other localities are not authorized to piggyback off the specific proposal or bid.

Contractual Disputes: All claims that may arise under this contract shall be resolved through the procedure set forth in City of Salem's Purchasing Policy and Procedures Manual Section 4007.

Delivery: Delivery shall be FOB Destination. If otherwise, the exact cost to deliver shall be as shown.

Delivery Date/Time: Deliveries shall be strictly in accordance with the schedule set out or referred to on the purchase order and in exact quantities ordered. Delivery shall be made during the working hours of Monday thru Friday 8:00 am – 3:30 pm unless otherwise specified or prior approval for another period has been obtained.

Tax Exemption: The City of Salem is exempt from State Sales Tax and Federal Excise Tax. Do not include tax. The City of Salem Finance Department upon request shall furnish tax Exemption Certificate. The City's Federal Tax ID number is 54-6001593.

Condition of Item: All items delivered shall be new, current model year, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated. Verbal agreements to the contrary shall not be recognized.

Substitutions: No substitutions or cancellations shall be permitted without prior written approval from the City of Salem Purchasing Department.

Antitrust: By entering into a contract, the Offeror conveys, sells, assigns, and transfers to the City all rights, title and interest in and to all causes of the action it may now or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the City under said contract.

Indemnification: The contractor agrees to be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Workers' Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless the City, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contractor.

License Requirements: All firms having a business location or office in the City of Salem, Virginia are required to be licensed in accordance with the City's Business, Professional and Occupational Licensing (BPOL) Tax Ordinance. Wholesale and retail merchants without a business location in the City are exempt from the requirement. Questions concerning the BPOL tax should be directed to the Commissioner of the Revenue, telephone number (540) 375-3019.

Method of Payment: Upon satisfactory delivery of the merchandise or satisfactory completion of the services all invoices and statements shall reference the purchase order number and be submitted to: City of Salem, Finance Department, P.O. Box 869, Salem, Virginia 24153. The prices and payments shall be full compensation for the labor, tools, equipment, transportation, overhead and all other incidentals necessary to complete the specified terms and conditions.

Anti-Discrimination: By acceptance of the purchase order, all Offerors certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act which provides: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal

operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

Drug Free Work Place: Offerors must comply with Section 2.2-4312 of the VA Public Procurement Act, Drug Free work place.

Insurance: Prior to the start of any work under the contract, the Contractor shall provide to the City, Certificate of Insurance Forms approved by the City and maintain such insurance until the completion of all project orders issued under the contract. The minimum limits of liability shall be: Workers' Compensation – Standard Workers Compensation Policy Broad Form Comprehensive General Liability -- \$1,000,000 Combined Single Limit coverage to include: Premises-Operations; Products/Completed Operations; Contractual; Independent Contractors; City and Contractor's Protective; Personal Injury (Libel, Slander, Defamation of Character, etc.); Automobile Liability - \$1,000,000 Combined Single Limit.

Ethics In Public Contracting: By submitting the proposal, all Offerors certify and warrant that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

Applicable Law And Courts: Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with applicable federal, state and local laws and regulations.

Gifts By Offeror, Contractor Or Subcontractor: No Offeror, contractor or subcontractor shall confer on any public employee having official responsibility for the procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Material Safety Data Sheets: Material Safety Data Sheets and descriptive literature shall be provided with the bid or delivery for each chemical and/or compound offered and/or purchased.

Sellers Responsibility: Sellers shall examine the Purchase Order and shall exercise their own judgment as to the nature and total amount of all work to be done. No plea of ignorance of conditions that exist or may later exist, or if conditions or difficulties that may be encountered in the work as a result of failure to make the necessary examination and investigation will be accepted as an excuse for any failure or omission on the part of the Seller to fulfill in every detail the requirements of the purchase order, or will be accepted as a basis for any claims whatsoever for extra compensation.

Default: In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, the City, after due oral and written notice, may procure from other sources and hold Contractor responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any other remedies, which the City may have.

Assignment: Neither party shall assign the Purchase Order without the prior written consent of the other party nor shall any purchase order be assigned to any party that is debarred from doing business with or in the Commonwealth of Virginia.

Valid Purchase Order: In order for a Purchase Order of the City of Salem to be valid, it must be executed by an authorized person as defined in the Code of the City of Salem, Virginia.

Debarment Status: By accepting Purchase Order, all Offerors certify that they are not currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently barred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.