

GENERAL TERMS AND CONDITIONS

PURCHASE ORDER

1. The City reserves the right to withhold payment of invoices until merchandise is received and accepted and does not waive right to deduct cash discount where applicable.
2. In the absence of other contractual terms, payment shall be made in accordance with the Virginia Public Procurement Act (§ 2.2-4347 through § 2.2-4356) prompt payment requirements.
3. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is the later.
4. A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. All copies shall be forwarded directly to the department at invoice address shown.
5. Rejected supplies will be returned at Seller's expense. The City's count is final and conclusive.
6. Seller warrants that merchandise is free and clear of all liens and encumbrances, and that the sale of merchandise does not infringe on any patents, copyrights or trademarks.
7. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
8. State Sales and Use Tax Certification of Exemption, Form St-12 will be issued upon request, if you do not have same on file.
9. **ACCEPTANCE-ENTIRE AGREEMENT-MODIFICATON:** Acceptance of this order shall be limited to the terms and conditions contained herein and incorporated herein by reference. This order shall be deemed accepted on the commencement of performance by Seller, except, in the event this order was placed by the City in acceptance of Seller's quote, bid or proposal, then the order is deemed accepted by both parties upon issuance of the order by the City . Buyer rejects any additional or inconsistent terms and conditions offered by Seller at any time and irrespective of Buyer's acceptance of or payment for Seller's items or services. These terms and conditions constitute the entire agreement between the parties and no change to or modification of this order shall be binding upon Buyer unless signed by an authorized representative of Buyer's procurement or purchasing office at Buyer's place of business issuing this order.
10. No substitution, change or deviation shall be made without written authority from the City by Purchase Order Change.
11. **TERMINATION:** Buyer reserves the right to terminate this order, in whole or in part, for default or convenience with written notice at least 15 days prior to effective date of cancellation. Any such termination will be without liability to Buyer except for completed items delivered and accepted by Buyer, payment for which can be set off against any damages to Buyer. Buyer may require Seller to transfer-title and deliver to Buyer any or all property produced or procured by Seller for performance of the work terminated and seller shall be credited with the reasonable value thereof not to exceed Seller's cost. Seller will be liable for damages caused by or resulting from its default including but not limited to excess costs of reprocurement.
12. **OWNERSHIP:** The City shall have sole rights of ownership to any product, idea or property resulting from the performance of this contract unless otherwise agreed to in writing by both parties.
13. **EXCUSABLE DELAYS:** Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence, provided that any delay or failure to perform caused by the default of a supplier of the Seller is beyond the control of both Seller and such supplier and without the fault or negligence of either and the items to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; and provide further, that Seller furnishes prompt written notice to Buyer of the occurrence of any such cause which will or may delay Seller's performance.

14. **NOTICE OF LABOR DISPUTES:** Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information with respect thereto, to Buyer. Seller agrees to insert the substance of this clause, including this sentence, in any purchase order to subcontract hereunder.
15. **INDEMNIFICATION:** The seller shall agree to indemnify and save harmless the City and all of its officers, agents, and employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the seller or by or in consequence of any neglect in safeguarding the work, or through the use of unacceptable materials in the construction of improvements, or by or on account of any act or omission, neglect, misconduct or negligence of the seller.
16. **RIGHTS AND REMEDIES OF BUYER:** The rights and remedies of the Buyer set forth herein shall be in addition to any other rights and remedies provided in law or equity and the failure or delay by Buyer to exercise any rights or remedies under this order shall not operate as a general waiver thereof.
17. **CHOICE OF LAW:** The construction interpretation and performance hereof and all transactions hereunder shall be governed by the law of the Commonwealth of Virginia.
18. **USD** – currency
19. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
20. Vendors and contractors providing goods to the City under this order herewith assure the City that they are conforming to the provision of the *Civil Rights Act of 1964* as amended, as well as the *Virginia Fair Employment Contracting Act of 1975* as amended, where applicable.
21. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
22. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid. The City Warehouse will accept deliveries Monday through Friday, 8:00 a.m. to 12:00 p.m. and 12:30 p.m. to 3:30 p.m., except official City holidays and days where the City has closed due to inclement weather.
23. Vendors and contractors performing work on City-owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverages as listed below unless otherwise insurance provisions are incorporated herein by reference. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Insurance. Whenever work is to be performed on City-owned or leased property or facilities, the contractor shall be required to have Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability, and in certain types of programs Professional Liability/Errors and Omissions insurance coverage. The City must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage. In some cases, Workers' Compensation Insurance and Employer's Liability Insurance may not be required. Workers' Compensation insurance is required when the contractor has three (3) or more employees. If work is performed by a sole proprietor, the person does not need Workers' Compensation insurance, as they do not have employees. Employer's Liability is required if an employer has employees who are paid a wage or salary. Employer's Liability is not required for persons in business together, e.g., husband and wife, siblings or parents and children, as

these persons would be considered owners not employees. For construction contracts, if any subcontractors are involved, subcontractors shall also be required to have workers' compensation insurance in accordance with *Code of Virginia*, § 2.2-4332 and 65.2-800 et seq. Stipulated insurance must be obtained prior to commencing work and be maintained during the entire term of the contract. The procuring office may require a certificate of insurance to be furnished prior to commencement of work and at anytime during contract performance.

Every contract over \$10,000 shall include the following provisions:

24. **NON-DISCRIMINATION CLAUSE:** During the performance of this contract, the General Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The General Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the General Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that it is an equal opportunity employer.
25. **DRUG-FREE WORKPLACE CLAUSE:** During the performance of this contract the contractor agrees as follows: (i) to provide a drug-free workplace for the contractor's employees; (ii) to post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to a contractor in accordance with this procurement transaction, where the contractor's employees are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
26. The City of Charlottesville does not discriminate against faith based organizations.