

TERMS AND CONDITIONS

1. All invoices against a department or office of the City of Fairfax, Virginia must be submitted to accountspayable@fairfaxva.gov (preferred) or City of Fairfax, Accounts Payable, 10455 Armstrong Street, Suite 312, Fairfax, Virginia 22030. Suppliers are advised to send invoices to Accounts Payable only.
2. Purchase order number on reverse side must be shown on all invoices, delivery memoranda, bills of lading, packages and/or correspondence; otherwise payment may be delayed.
3. Invoices must be complete in detail. Render a separate invoice for each purchase order promptly upon completing shipment or performance of service. If freight charges are added, the original bill of lading must be attached. Order must be complete before rendering invoice. Payment will not be made until all items ordered are received.
4. In accepting this order, the Supplier agrees to save harmless and defend and indemnify the City against all claims, losses, damages, or expenses which may be made against the City, or which the City may incur arising from infringement of patent rights or copyrights on any article named herein and purchased hereunder.
5. Should shipment of any part of this order be delayed beyond the time specified herein or if no time is specified then beyond a reasonable time, or if any article should fail to comply with specifications, the City reserves the right to purchase such articles at the market price for immediate delivery, and any excess in the cost of same over the price shown herein is to be paid by the Supplier under this order, or deducted from any payables due.
6. Equipment, materials, and/or supplies, delivered on this order shall be subject to inspection and test upon receipt and if rejected shall remain the property of the Supplier.
7. Responsibility will not be accepted for any goods delivered unless covered by a duly signed and authorized Purchase Order.
8. Cash discounts will be effective from date order is completed and invoice is received.
9. This purchase is exempt from provisions of Virginia Sales and Federal Excise Tax.
10. All terms and conditions (including promised delivery) deemed accepted by Supplier unless the Procurement Office is notified otherwise within FIFTEEN (15) DAYS.
11. This order is subject to the laws of the Commonwealth of Virginia and the Fairfax City Purchasing Resolution.
12. Any dispute concerning a question of fact as a result of this contract which is not disposed of by agreement shall be decided by the City Purchasing Agent, in accordance with Article 4 of the Fairfax City Purchasing Resolution.
13. In the absence of other contractual terms, for work performed on Fairfax City owned or leased facilities or property, the contractor shall maintain at a minimum, the following insurance coverages: Workers Compensation – statutory requirements and benefit; Employer's Liability - \$100,000; Commercial General Liability - \$1,000,000 combined single limit; Automobile Liability - \$1,000,000 combined single limit.
14. Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
15. During the performance of the contract, the contractor agrees to provide a drug-free workplace for the contractor's employees in accordance with Article 2, Section 4, of the Fairfax City Purchasing Resolution.
16. Contractor shall be in compliance with Code of Virginia, §2.2-4311.2, foreign and domestic businesses authorized to transact business in the Commonwealth.
17. **PROCUREMENT OF IMPORTED GOODS; FORCED AND INDENTURED CHILD LABOR PROHIBITION:** Contractor agrees the use of forced or indentured child labor is prohibited in the performance of all contracts for goods or services that exceed \$10,000. Contractor shall include such prohibition in every subcontract or purchase order that exceeds \$10,000, so that the prohibition will be binding upon each subcontractor or vendor.
18. **Compliance with state law; contract terms inconsistent with state law:** No term or provision in any public contract for the acquisition of information technology goods or services shall be valid or enforceable to the extent that it is in conflict with Virginia law. A public contract containing such a term or provision shall otherwise remain enforceable. Any term or provision in such a public contract that (i) makes the public contract subject to, governed by, or interpreted under the laws of another state or country or (ii) requires or permits any litigation or other dispute resolution proceeding arising from the public contract to be conducted in another state or country shall be void. Such public contract shall instead be deemed to provide for the application of the law of the Commonwealth of Virginia, without regard to such contract's choice of law provisions, and to provide for jurisdiction in the courts of the Commonwealth.