

GENERAL CONDITIONS AND TERMS AGREEMENT

1. Acceptance: The contractor, by accepting this order, agrees to enter into a contract with the City of Northampton and Smith Vocational and Agricultural High School or consideration, the sufficiency of which the contractor acknowledges, and further agrees to all the conditions and terms specified herein and including terms of the contractor's signed quote that are not in conflict with this Purchase Order. This Purchase order shall serve as the contract document for procurement under \$ 25,000.00 subject to M.G.L. Chapter 30B. The contractor shall secure and pay for all permits, fees and/or licenses necessary for the proper performance of services under this Purchase Order.
2. Disagreement: If this order does not agree with your quotation and/or current pricing, please contact the School Department Designee using the contact information on the front of the Purchase Order.
3. Special Conditions: Special Conditions included in the Bid Document or in the Purchase Order take precedence over other provisions.
4. Applicable Laws: Laws applicable to this Purchase Order include Federal and State statutes and regulations, City of Northampton Charter and Ordinances pertaining generally to contracts and purchases and pertaining to the particular goods and/or services to be supplied under this Purchase Order.
5. The contractor agrees to abide by all rules and regulations contained in the Division of Occupational Safety Prevailing Wage Rates as determined by the Commissioner under the provisions of Massachusetts General Law c. 149, Section 26 to 27H.
6. By acceptance of this order the contractor agrees to abide by rules and regulations covered by Title VII of The Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and any and all other duly enacted amendments.
7. Infringements and indemnifications: The contractor agrees to protect, defend, and save harmless the City, including without limitation its officials, servants, employees and agents, against any payment for the use of any material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either the order contract, and the contractor further agrees to indemnify, defend and save harmless the Town, including without limitation its officials, servants, employees and agents, for or on account of any alleged harm, injuries or damages sustained by any person(s) or entities(s), by or arising from acts or negligent failures to act of the contractor, his servants, employees, agents or subcontractors.
8. The contractor agrees to furnish Workers' Compensation Insurance and adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary.
9. Delivery: Prices are based on delivery FOB Northampton to the destination designated and include all delivery packaging and packing charges unless otherwise stipulated.
10. Taxes: The City is generally exempt from all Federal Excise and Commonwealth of Massachusetts taxes.
11. The contractor warrants to the City that all materials and equipment furnished hereunder will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with specifications and contract documents.
12. Invoices must be prepared and forwarded to Ship To/Bill To address on the front of the Purchase Order. To receive payment, the Purchase Order number **MUST** be referenced on all invoices.
13. Payments: Partial payments may be made upon proper presentation of invoices to the City of Northampton after receipt of goods or services. The City will make final payment when materials, supplies, or equipment have been fully delivered and accepted or the work complete to the satisfaction of the City.
14. The vendor warrants that he or she is a duly authorized representative of the contractor and, by his or her signature, certifies, to the best of his knowledge and belief, under penalties of perjury, that (a) the contractor has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award to this contract by the City; and (b) the contractor, in compliance with Massachusetts General Laws c. 62C, Section 49A, has filed all state tax returns, paid all state and local taxes required under the law and complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.
15. The Contractor certifies that a) neither it nor any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, or b) that if it or any of its subcontractors have been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, c. 151, or the Fair Labor Standards Act within three (3) years prior to the date of the Contract, the Contractor has provided copies of any such judgment, citation, determination or order to the City prior to the date of the Contract and has procured a wage bond or insurance. The Contractor certifies that while the Contract is in effect, it will report any instance of the above to the City within five (5) days of Contractor's receipt.



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
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Subtotal
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