

TERMS AND CONDITIONS & INSTRUCTIONS TO VENDORS

1. This contractual agreement is subject to the terms and conditions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, as published by the Department of General Services, Division of Purchases and Supply. All references to the "Commonwealth" shall be read to refer to the Richmond Behavioral Health Authority.
2. Goods or Services delivered must be strictly in accordance with bid referred to and shall not deviate in any way from terms, conditions or specifications of the bid. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the vendor.
3. Purchase Order number shall be shown by the vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
4. A SEPARATE INVOICE FOR THIS PURCHASE ORDER OR FOR EACH SHIPMENT THEREON SHALL BE RENDERED IMMEDIATELY FOLLOWING SHIPMENT. ALL COPIES SHALL BE FORWARDED DIRECT TO AGENCY AT INVOICE ADDRESS SHOWN.
5. STATE SALES AND USE TAX CERTIFICATE OF EXEMPTION, FORM ST-12 WILL BE ISSUED UPON REQUEST, IF YOU DO NOT HAVE SAME ON FILE.
6. DELIVERIES AGAINST THIS ORDER MUST BE FREE OF EXCISE OR TRANSPORTATION TAXES, EXCISE TAX EXEMPTION REGISTRATION NO. 54-1804146 MAY BE USED WHEN REQUIRED.
7. In the absence of other contractual terms, payment shall be due 30 days after the receipt of proper invoice, or material/service, whichever is the later.
8. 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.
9. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, Richmond Behavioral Health Authority after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
10. No substitution, change or deviation shall be made without written authority from Richmond Behavioral Health Authority by Purchase Order Change.
11. Vendors and contractors providing goods to Richmond Behavioral Health Authority under this order herewith assure the Richmond Behavioral Health Authority that they are conforming to the *Civil Rights Act of 1964* as amended, as well as the *Virginia Fair Employment Contracting Act of 1975* as amended, where applicable.
12. This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
13. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
14. 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.
15. Vendors and contractors performing work on Richmond Behavioral Health Authority owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverages as listed in the *Vendors Manual* and any revisions thereto