

TERMS AND CONDITIONS

1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions stated. When accepted, this purchase order is a contract.
2. The terms and conditions of sale as stated in this order govern in event of conflict with any terms of seller's proposal, and are not subject to change by reason of any written or verbal statements by seller or by any terms stated in seller's acknowledgment unless same be accepted in writing. Seller must return the order at once with an explanation if this order is not accepted exactly as written, except in the case of an error by the City. Error's may be corrected by telephone.
3. In the event of seller's failure to deliver as and when specified, the city shall have the right to cancel this order, or any part thereof, without prejudice to its other rights, and seller agrees that the City may return part or all of any shipments so made and may charge seller with any loss or expense sustained as a result of such failure to deliver.
4. Purchaser may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.
5. Equipment, materials, supplies, or services delivered on this order shall comply with specifications. If a trade-marked item or items is specified, there shall be no substitutions of make or model without written consent from the City. Material or services delivered on this order shall be subject to inspection and test. If rejected, material shall remain the property of the vendor. Services shall be subject to immediate termination without any further liability on the part of the City.
6. Please check this order in all details especially price and delivery. If not correct, notify the purchasing office by telephone or return mail.
7. If this order involves services (or construction) of any nature, the contractor shall save harmless the City of Rockville from any damages to any person or property that may arise out of the performance of this work and, further, the contractor shall carry insurance satisfactory, in amount and kind, requested by the purchasing agent.
8. In the event any article sold and delivered hereunder shall be defective in any respect whatsoever, the seller will indemnify and save harmless purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use or sale of such article and are contributed to by said defective condition.
9. In addition to any guarantee or service guarantee (or guarantee provided by law) given by the seller to the City of Rockville, and without limiting any recourse the City may have under other provisions of this order, seller guarantees that the supplies covered hereby will conform to the design and specifications and to drawings, samples or other description referred to in this purchase order. Seller further guarantees that the aforementioned supplies will be free from defects in material and workmanship, latent or patent, and to the extent that the seller knows or has reason to know, of the purpose for which the supplies are intended, will be fit and sufficient for such purpose. The guarantee contained herein shall run to the City of Rockville and to each official user and shall remain in full force and effect for one year after initial delivery to the City.
10. The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), sex, race, ancestry, color, religion, sexual orientation, gender identity or expression, physical or mental handicap, marital status, or political expression. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.
11. The Contractor agrees to provide the City's Project Manager or designated City staff proof of vaccination of any employee, subcontractor, or agent prior to such employee, subcontractor, or agent, pursuant to this Agreement, entering a City facility and performing any service or making any delivery in close proximity to one or more City employees, members of the Mayor and Council, members of a City board, commission or task force, or members of the general public in the City. Proof of vaccination means the demonstration of having received a full dose of a COVID-19 vaccine authorized by the Food and Drug Administration in a manner and on a schedule consistent with current United States Centers for Disease Control and Prevention guidelines. This paragraph shall not apply to any deliveries made pursuant to this Agreement by a common carrier.
12. Payment Terms: Net 30 days.
13. FOR MARYLAND CORPORATIONS. Acceptance of this order is affirmation that the corporation is qualified to do business with local governments in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining

a contract from any subdivision of the State of Maryland shall be disqualified from entering into such contract with that subdivision.

**State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate**

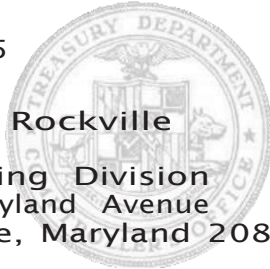
Account Number

30001235

Name

City of Rockville

**Purchasing Division
111 Maryland Avenue
Rockville, Maryland 20850-2364**



Expiration Date
Governmental
No Expiration Date

This exemption certificate authorizes the organization listed on the face of this card to purchase tax-free tangible personal property and services which will be used in carrying out its work. This certificate is not transferable and may not be used to make exempt purchases of items used primarily to conduct an unrelated trade or business or items for the personal use of officials, members or employees of the organization. Misuse of this certificate shall be cause for revocation and possible legal action.

Notice to vendors: The name and certificate number of the organization must be entered on your record of each sale. If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at 410-767-1300 in Baltimore, or toll-free 1-800-492-1751 from elsewhere in Maryland, or write the the Revenue Administration Division, 301 W. Preston Street, Baltimore, Maryland 21201-2383.