

TERMS, CONDITIONS AND INSTRUCTIONS TO VENDORS

1. This Request for Bids is subject to the provisions of the Commonwealth of Virginia, Capital Region Airport Commission's Regulations. This publication is available for inspection and copying upon request at the offices of the Commission's Procurement Office.
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 vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
4. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the Purchase Order. All invoices shall show the contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). Failure to show Purchase Order number on invoice will result in invoice being returned to Contractor and result in delays in payment.
5. 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 Commission at invoice address shown.
6. "State sales and use tax certificate exemption, form ST-12, will be issued upon request if you do not have same on file."
7. Deliveries against this order must be free of excise or transportation taxes. Excise tax exemption registration no. 54-1004464 may be used when required.
8. In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is the later.
9. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material/service, whichever is the later.
10. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, the Commission, after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
11. No substitution, change or deviation shall be made without written authority from the Commission by Purchase Order Change.
12. Vendors and Contractors providing goods to the Commission under this order herewith assure the Commission that they are conforming to the provisions of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, the Immigration Reform and Control Act of 1986 as amended, where applicable, the Virginians With Disabilities Act and the Americans With Disabilities Act.
13. This Request For Bids and any resulting 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.

14. All prices, unless otherwise specified, are net F.O.B. Destination with shipping and handling charges included in the unit price/bid price.

15. The Capital Region Airport Commission reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

16. The Contractor is obligated to pay subcontractors within seven days of the Contractor's receipt of payment from the Commission for work performed by the subcontractor under the contract or to notify the agency and subcontractor in writing of his intention to withhold payment and his reason for withholding. The Contractor must pay interest at the rate of one percent per month (unless another rate is provided in the contract) on amounts owed by the Contractor except for amounts withheld, which remain unpaid after seven days of the receipt of payment from the Commission. The Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commission and a contract modification may not be made for the purpose of providing reimbursement for such interest charge. Further, Contractor shall require of all subcontractors such identifying information as Social Security Numbers or Federal Identification Numbers; respecting subcontractors' status as an individual contractor, or, proprietorship, partnership or corporation. These payment provisions apply to subcontractors on any tier.

17. A purchase order or contract may be terminated for the convenience of the Commission by delivering to the Contractor a notice of termination specifying the extent to which performance under the purchase order or contract is terminated, and the date of termination. After receipt of a notice of termination, the Contractor must stop work or deliveries under the purchase order or contract on the date and to the extent specified.

A. If the purchase order or contract is for commercial items sold in substantial quantities to the general public and no specific identifiable inventories were maintained exclusively for the Department's use, no claims will be made for items shipped prior to receipt of the termination notice.

B. If the purchase order or contract is for items being produced exclusively for the use of the Commission, and raw materials or services must be secured by the Contractor from other sources, the Contractor shall order no additional materials or services except as may be necessary for completion of any portion of the work which was not terminated. The Commission may direct the delivery of the fabricated or non-fabricated parts, work in process, completed work, supplies, and other materials produced as a part of, or acquired in connection with the performance of the work, or direct the Contractor to sell the same, subject to the Commission approval as to price. The Contractor may, with the approval of the Commission, may retain the same and apply a credit to the claim. The Contractor must complete performance on any part of the purchase order or contract, which was not terminated.

C. Within 120 days after receipt of the notice of termination, or such longer period as the Commission, for good cause, may allow the Contractor to submit any termination claim. This claim will be in a form and with certifications prescribed by the Department. The claim shall be reviewed and disposed of in accordance with Section 2.1.127 of the Code of Virginia.