

CONDITIONS AND INSTRUCTIONS:

1. DELIVERY TO BE MADE BETWEEN 9:00 AM TO 2:00 PM AND 1:00 PM TO 3:00 PM MONDAY THROUGH FRIDAY, EXCEPT HOLIDAYS, AT OTHER TIMES BY SPECIAL ARRANGEMENT OR AS INDICATED.
2. PACKAGING AND DELIVERY SLIPS MUST ACCOMPANY ALL SHIPMENTS.
3. ALL DISCOUNTS MUST BE ENTERED ON INVOICE.
4. ALL INVOICES MUST INCLUDE TAX ID #.
5. INVOICES MUST MATCH P.O. FORMAT AND LANGUAGE.
6. PRIOR APPROVAL MUST BE OBTAINED FOR SUBSTITUTIONS AND/OR PRICE CHANGES OTHER THAN THOSE QUOTED OR APPEARING IN ORDER.
7. ALL TRANSPORTATION CHARGES MUST BE PREPAID AND F.O.B. DELIVERY POINT ASSEMBLED.
8. ACCEPTANCE OF ITEMS WILL BE SUBJECT TO TEST AND INSPECTION NOT WITHSTANDING PRIOR PAYMENT TO OBTAIN CASH DISCOUNT.
9. INVOICES SHOULD BE SUBMITTED VIA THE SCIP MODULE AS DIRECTED ON THE PURCHASE ORDER DOCUMENT.
10. ALL DELIVERIES MUST BE MADE INSIDE, PACKING DEBRIS MUST BE REMOVED FROM THE PREMISES.

GENERAL BID TERMS AND CONDITIONS

All Purchase Orders are subject to the following terms and conditions UNLESS MODIFIED.

- 1) "OR EQUAL" BIDDING – When a bid standard or equal is specified, the bidder may offer an article which bidder certifies to be equal and must submit proof that the article is equal in quality, performance, and other essentials to the bid standard. If the bidder fails to name a substitute, bidder will be required to furnish the bid standard.
- 2) F.O.B. DELIVERY POINT – All prices must be F.O.B. delivery Point, unloaded, inside assembled. Packing debris must be removed from the premises.
- 3) FOREIGN GOODS – If offering foreign merchandise, bidder shall show country of origin.
- 4) NEW MERCHANDISE – Deliveries must consist only of new and unused merchandise.
- 5) LABELS – The original, unmitigated label or marking of the manufacturer must be securely affixed to all supplies which are customarily labeled or identified.
- 6) DELIVERY TIME – Delivery time shall be computed in calendar days from approval date.
- 7) DELIVERY DELAY –
  - (a) If the seller cannot make delivery by the due date because of any fault of the SCA, seller shall notify the Manager of Purchasing in writing before the due date and the Manager may grant seller an allowance of time.
  - (b) If the delayed delivery is occasioned through no fault of the SCA or the seller, the seller shall notify the SCA in writing before the due date and the SCA may grant seller an extension of time; or the SCA may, in its discretion, obtain the items elsewhere without liability to the SCA or the seller.
- 8) INSPECTION – Delivery will be examined by Administrative Services of the SCA at the delivery point or at any other place if may select.
- 9) REJECTED MERCHANDISE -
  - (a) GENERAL – The SCA may withhold acceptance of or reject any goods which, upon examination, are found not to meet the specification requirements. Upon written notification of rejection, good shall be removed immediately by the seller. Rejected goods left beyond thirty (30) days shall be regarded as abandoned and the SCA shall have the right to dispose of them as its own property.

No written notification of rejection need be given on foodstuffs. Unless otherwise directed, the seller, on oral notice from the SCA, shall immediately remove and replace rejected foodstuffs.
  - (b) SPECIAL LIFE AND HEALTH HAZARDS – Any food, or other commodity found by the SCA to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the seller until it has been examined by the Department of Health. If condemned, the commodity shall be disposed of as provided by law.
- 10) NON-DELIVERY OR REJECTION – If the seller fails to make delivery within the time specified or if delivery is rejected, the SCA may obtain the material from other sources under the BUY-AGAINST PROCEDURE set forth herein.
- 11) BUY-AGAINST PROCEDURE – Should the new purchase price exceed the order price, the SCA shall charge the seller the excess cost, the cost of reletting the order and, where applicable, liquidated damages.

Should the new purchase price be less than the order price, the seller shall have no claim for the difference, and the reletting cost and any applicable liquidated damages shall be charged against the seller.

All such charges against a seller shall be deducted from money that is due or shall become due the seller from the SCA. In the event that there is no money due the seller, the seller shall pay the amount of the charges.
- 12) PAYMENT – The SCA will make every effort to pay invoices within thirty (30) days after proper delivery of merchandise. The SCA will also avail itself of cash discounts for payment when prescribed whenever possible.
- 13) AUDIT BY SCA – Purchase orders are subject to audit by the SCA.
- 14) SALES TAXES – The SCA is exempt from the payment of sales taxes. The price bid must be net exclusive of taxes and will be so construed. If a certificate of exemption from taxes levied on merchandise is needed, bidder should indicate this in bidders quotation and a certificate will be forwarded with any order which may result from bidders bid. The New York State Department of Taxation and Finance has ruled that with respect to purchases made by government agencies, the purchase order may be accepted in lieu of a Sales Tax Exemption Certificate.
- 15) LIMITATION OF ACTION – No action arising out of a Purchase Order for any cause whatsoever shall be maintained against the SCA by the seller or anyone claiming under a seller unless such action shall be commenced within one year after:
  - a) the expiration of the Purchase Order, or
  - b) the date of written notice from the SCA to the seller of complete rejection or withheld acceptance of delivery, or
  - c) the date of written notice from the SCA to the seller of deduction from the agreed price on the order, or
  - d) the date of the notice of assessment of costs on a buy-against, whichever event is latest in time.
- 16) ASSIGNMENTS – Assignment of this Purchase Order or any monies due thereunder shall not be valid without written consent of the SCA.
- 17) MODIFICATION – No Purchase Order may be modified except by written instrument signed by an authorized officer of the SCA.
- 18) DISCRIMINATION IN EMPLOYMENT – As required by New York State Labor Law, Section 220-E and New York City Mayoral Executive Order No. 50:

No contractor, subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired or to be hired for the performance of work under this contract on account of race, creed, color, national origin, sex, or age.

This contract may be canceled or terminated and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

CANCELLATION AND DISQUALIFICATION FOR FAILURE TO WAIVE IMMUNITY – Upon the refusal of a person, when called before a Grand Jury to testify concerning any transaction, or contract had with the state, any political subdivision thereof, a public authority, or with any public department, agency, or official of the state or any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer relevant question concerning such transaction or contract.

- (a) Such person or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department or public authority, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that,
- (b) Any and all contracts made with any municipal corporation or any public department or public authority agency or official thereof, or with any fire district or any agency or official thereof, by such person and by any firm, partnership or corporation of which he is a member, partner, director, or officer, may be canceled or terminated by municipal corporation or fire district or public authority without incurring any penalty or damage on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district or public authority for goods delivered or work done prior to the cancellation or termination shall be paid.