

COUNTY OF LOUDOUN, VIRGINIA
Department of Finance & Procurement
Division of Procurement
(703) 777-0403

PURCHASE ORDER

INSTRUCTIONS TO VENDOR

1. The Purchase Order number on issued Purchase Order must be shown on all invoices, delivery memoranda, bills of lading, packages and/or correspondence; otherwise clearance for payment may be delayed.
2. The Vendor, Contractor or Service Provider (collectively, referred to herein as "Vendor") shall not accept credit card orders or credit card payments for work done under this Purchase Order. All invoices against the departments or offices of the County of Loudoun, Virginia, must be submitted in duplicate directly to the "BILL TO" address specified on the Purchase Order. Invoices must be complete in detail. Render a separate invoice for each Purchase Order promptly upon completing shipment or performance of service. Unless otherwise authorized, all delivery related costs are included in the purchase price. If the freight terms on the Purchase Order allow for freight to be pre-paid and added to the invoice, the original bill of lading must be attached. Order must be complete before rendering invoice. Payment will not be made until all items or services ordered are received, unless progress payments are authorized. If shipment is made by freight or express, the original, properly receipted bill of lading must accompany invoice.
3. Render any outstanding invoice statements to County of Loudoun, Virginia, Department of Finance and Procurement, Division of Finance & Accounting (Accounts Payable), PO Box 7000, Leesburg, Virginia 20177-7000.
4. To the extent Vendor has entered into a separate Agreement for Service or the equivalent with the County of Loudoun, Virginia ("County") for the equipment, goods or services provided pursuant to this Purchase Order, the Terms and Conditions of that Agreement control. Any additional or different terms or conditions stated in any purchase order or other document issued by Vendor in connection with this Purchase Order are expressly rejected by the County and will have no effect and will not, under any circumstances, be binding on the County unless otherwise agreed to in writing by the County.

TERMS AND CONDITIONS

1. Hold Harmless: In accepting this Purchase Order, the Vendor agrees to hold harmless, defend and indemnify the County against all claims, losses, damages, or expenses which may be made against the County, including those which the County may incur arising from infringement of patent rights or copyrights, on any article named herein and purchased hereunder. The County is prohibited from indemnifying Vendor and/or any other third parties.
2. Faith Based Organizations: The County does not discriminate against faith-based organizations.
3. Notice of Required Disability Legislation Compliance: The County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990. Specifically, Loudoun County, may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.
4. Delay and Delivery Failure: Time is of the essence. If delay is foreseen, the Vendor shall give immediate written notice to the Division of Procurement. Should the Vendor fail to deliver the proper item(s)/service(s) at the time and place(s) contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Division of Procurement, or should the Vendor fail to make a timely replacement of rejected items/services when so required, the Vendor may purchase items/services of comparable quality and quantity in the open market to replace the undelivered or rejected items/services. The Vendor shall reimburse the County for all costs in excess of the Agreement price when purchases are made in the open market; or, in the event that there is a balance the County owes to the Vendor from prior transactions, an amount equal to the additional expense incurred by the County as a result of the Vendor's nonperformance shall be deducted from the balance as payment.

5. FOB Destination-Freight Prepaid and Allowed: Any goods to be delivered to a County location shall be coordinated with the using agency prior to delivery. Such goods shall be delivered F.O.B. Destination, freight prepaid, and allowed. COD deliveries shall be denied. The cost of freight, insurance and all other delivery related costs shall be included in the cost of performing the work proposed in the price quoted unless otherwise proposed and accepted at the time of the quote.
6. Inspection: Equipment, materials, and/or supplies, delivered on this Purchase Order shall be subject to inspection and test upon receipt and if rejected shall remain the property of the Vendor.
7. Purchase Order Required: Responsibility will not be accepted for any equipment or goods delivered or services performed unless covered by a duly signed and authorized official Purchase Order issued by the County.
8. Payment Discounts: Cash discounts will be effective from date order is completed and accepted and a proper invoice is received by the County.
9. Exemption from Taxes: The County is exempt from provisions of Virginia Sales and Use Taxes and Federal Excise Taxes.
10. Business, Professional, and Occupational License Requirement: In accepting this Purchase Order, the Vendor agrees to conform to local business license tax liabilities where applicable. Questions should be referred to the Commissioner of the Revenue's Office (703) 777-0260 or (703) 478-8402.
11. Ethics in Public Contracting: The Ethics in Public Contracting provisions of §§ 2.2-4367 through 2.2-4377 of the Code of Virginia, as amended, are applicable to all Agreements entered into by the County.
12. Immigration Reform and Control Act of 1986: In accepting this Purchase Order, the Vendor certifies that it does not and will not during the performance of this Agreement violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.
13. Payment to Subcontractors: Within seven (7) days after receipt of amounts paid by the County for work performed by a subcontractor under this Agreement, the Vendor shall either: a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or b) notify the County and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment and the reason for non-payment. The Vendor shall pay interest to the subcontractor on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item b. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month. The Vendor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subcontractor. The Vendor's obligation to pay an interest charge to a subcontractor pursuant to this provision may not be construed to be an obligation of the County.
14. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the order shall be canceled and the Vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Purchase Order.
15. Contractual Disputes: A Vendor shall give written notice to the Purchasing Agent of his/her intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the bidder within thirty (30) days of receipt of the claim. Each party shall bear its own expenses resulting from any litigation, including attorney's fees.
16. Terms and Conditions Accepted: These terms and conditions (including promised delivery or performance completion) are deemed accepted by Vendor unless the Division of Procurement is notified otherwise within TEN (10) DAYS of receipt by Vendor. Acknowledge this Purchase Order immediately, confirming delivery time and shipping dates or performance dates. Failure to acknowledge will be deemed acceptance by Vendor of this Purchase Order.
17. Material Safety Data Sheets: By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Vendor must identify a substitute that will meet the County's criteria for approval.
18. Authority to Transact Business in Virginia: A Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership

shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into an Agreement with the County pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Agreement. The County may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

19. Governing Law/Forum: This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Vendor expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Vendor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
20. Licensure: To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 et seq. of the Code of Virginia) or the County of Loudoun, the Vendor shall be duly licensed to perform the services required to be delivered pursuant to this Agreement.
21. Assignment: The Agreement may not be assigned in whole or in part without the prior written consent of the Division of Procurement. The rights and obligations of the Vendor are personal and may be performed only by the Vendor. Any purported assignment that does not comply with this provision is void. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

If this Purchase Order is over \$10,000, there are additional **mandatory provisions as follows:

THE FOLLOWING ARE MANDATORY PROVISIONS FOR CONTRACTS, INCLUDING PURCHASE ORDERS, OVER \$10,000

Employment Discrimination by Vendors Prohibited

1. During the performance of this Agreement, the Vendor agrees as follows:
 - A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Vendor will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-free Workplace

During the performance of this Contract, the Vendor agrees to (i) provide a drug-free workplace for the Vendor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Vendor that the Vendor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific Agreement awarded to a Vendor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.