



## **PURCHASE ORDER TERMS & CONDITIONS**

- 1. Point of Destination** - All materials shipped to the Prince William County Service Authority (known hereafter as the "Authority") must be shipped FOB destination unless otherwise specified with transportation charges prepaid and added to invoice. The Service Authority will not accept collect shipments.
- 2. Packing Slips or Delivery Tickets** - All shipments shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered.
  - a. Purchase Order Number
  - b. Name of the Articles and Stock Number (the Suppliers)
  - c. Quantity ordered
  - d. Quantity shipped
  - e. Quantity Back Ordered
  - f. Name of the Contractor
- 3. Inspection and Acceptance** - Equipment, materials and/or supplies delivered on this order shall be subject to inspection upon receipt and if rejected shall remain the property of the vendor.
- 4. Payment** - Payment shall be made after satisfactory delivery and acceptance of supplies and/or services and upon receipt of the properly completed invoice.

\*\*\* All invoices must reference the purchase order number. \*\*\*
- 5. Warranties** - The contractor warrants that (1) the supplies to be provided to the Authority pursuant to this agreement are fit and sufficient for the purpose intended; (2) supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) that supplies sold to the Authority conform to the standards required by this purchase order. Unless otherwise stated, manufacturer standard warranty applies.
- 6. Time of Essence** - Time shall be of the essence to this Purchase order, except where it is herein specifically provided by the Authority. In case of default, or failure to deliver the supplies or services ordered by the time specified, the Service Authority after due notice (oral or in writing), may procure them from other sources and hold Vendor responsible for any excess occasioned thereby.
- 7. Termination For Convenience of the Authority** - The parties agree that the Authority may terminate this purchase order or any work or delivery required hereunder from time to time in whole or in part, whenever the General Manager of the Authority or his designee shall determine that such termination is in the best interest of the Authority. Termination, in whole or in part shall be affected by delivery of a Notice of Termination signed by the General Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination. An equitable adjustment in the price shall be made for completed services, but no amount shall be allowed for anticipated profit or unperformed services.
- 8. Termination for Default** - Either party may terminate this purchase order, without further obligation, for the default of the other party or its' agents or employees with respect to any agreement or provision contained herein.

9. **Termination for Non-Appropriation of Funds** – If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this purchase order is entered into, then the Authority may terminate this purchase order upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this section, the Authority shall be liable only for payments due through the date of termination.
10. **Disputes** – Disputes with respect to this purchase order shall be decided in the first instance by the Authority's Purchasing Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless within thirty (30) days from the date of such decision the Contractor mails otherwise furnishes the Purchasing Manager appeal addressed to the General Manager in accordance with section of 115.1-550. Et seq of the Code of Virginia (1950). The decision of the Board of Directors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith or not be supported by any evidence. Pending a final determination of a properly appealed decision of the Purchasing Manager, the Contractor shall proceed diligently with the performance of the purchase order in accordance with that decision.
11. **Employment Discrimination for Purchase Orders over \$10,000.00** – During the execution of this purchase order the Contractor agrees to the following:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin except where religion, sex, or national origin is a bona fide occupational reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
  - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor 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.
  - d. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase orders over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.
12. **Drug-Free Workplace:** During the performance of this contract, the contractor agrees to (1) provide a drug-free workplace for the contractor's employees; (2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, and distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition, (3) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.
13. **Insurance** – The contractor shall maintain insurance acceptable to the Authority in full force and in effect throughout the term of the purchase order.
14. **Indemnification** – The Contractor hereby agrees to indemnify and hold harmless the Authority, its' officers, agents and all employees and volunteers, from any and all claims for bodily injuries to the public, including cost of investigation, all expenses of litigation, including reasonable attorneys fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission or any person by the contractor, including his agents, servants, employees, volunteers or through the mere existence of the project under contract. It is understood and agreed that the Contractor is at all times herein acting as an independent contractor.

- 15. By accepting this purchase order, you are hereby accepting all terms and conditions stated.**
- 16. This purchase order is issued in accordance with the Prince William County Service Authority Purchasing Regulations. Any questions regarding this purchase should be directed to the Authority's Purchasing Manager at (703) 335-7920.**