



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly received shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
 - D. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, 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 Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and

- B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.
9. During the performance of this Agreement, the CONTRACTOR agrees to:
- A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. 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 CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. 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
 - D. 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 CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
- A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withheld all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>