

**PURCHASE ORDER AND PROCUREMENT CARD (P-CARD)
TERMS AND CONDITIONS**

1. All Stafford County purchase order and P-Card transactions are subject to the laws of the Commonwealth of Virginia and the Procurement Policies and Regulations of Stafford County, Virginia ("County"), as amended, and shall take precedence over any other contract document provided by a contractor, vendor, or supplier ("Contractor").
2. Goods or services delivered must be strictly in accordance with the referenced quote, proposal, bid or contract and shall not deviate in any way from terms, conditions or specifications of the bid or proposal. All goods and services shall comply with reasonable standards of quality if no specifications have been provided and they must comply with all federal, state, and local laws relative thereto. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. If rejected, same shall remain the property of the Contractor.
3. All prices, unless specified otherwise, are net F.O.B. Destination with transportation charges prepaid. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany the invoice. All charges must be prepaid. The County will not pay transportation charges unless the Contractor received prior approval from the Director of Procurement.
4. All goods or services provided under a purchase order, P-Card transaction, and/or any contract shall be billed by the Contractor at the contract price, regardless of which County using department is being billed.
5. The Contractor must indicate this purchase order and or/ any contract number on all related invoices, delivery tickets, bills of lading, packages and/or correspondence. All invoices shall be in the same legal name of the Contractor as indicated on this purchase order.
6. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on this purchase order and/or any contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
7. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. All payment terms shall be due 30 days after receipt and approval of proper invoice, or materials/services, whichever is later.
8. The Contractor is obligated to pay any subcontractor the proportionate share of payment, and interest on any amount unpaid, for work performed under this purchase order, P-Card transaction, and/or any contract as required by Virginia Code § 2.2-4354, as amended, said requirements are incorporated herein as if stated in their entirety.
9. No substitution, change or deviation shall be made without an authorized change order or contract amendment issued by the County.
10. In case of default by the Contractor, or the failure to deliver the supplies or services ordered by the time specified, the County after due written or oral notice, may procure such from other sources and hold the vendor responsible for any excess cost occasioned thereby.

11. The County reserves the right to terminate this purchase order, P-Card transaction, and/or any contract, in whole or in part by the County in accordance with this clause whenever the County Administrator or designee shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery of a Notice of Termination to the contractor at least five working days prior to the termination date specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. An equitable adjustment in the contract price shall be made for completed service, but no amount shall be allowed for anticipated profit on unperformed services.
12. The County reserves the right to terminate this purchase order, P-Card transaction, and/or any contract if the Board of Supervisors of Stafford County, Virginia shall cease to appropriate funds for the purpose of this purchase order, P-Card transaction, and/or any contract, in accordance with the Procurement Policies and Regulations of Stafford County, Virginia, as amended.
13. Any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership (collectively referred to as "business entity") 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 above that enters into a purchase order, P-Card transaction, and/or any contract with a public body pursuant to the Virginia Public Procurement Act 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, to be revoked or cancelled at any time during the term of this purchase order, P-Card transaction, and/or any contract. A public body may void any purchase order, P-Card transaction, and/or any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
14. The County is exempt from State sales and use tax, a certificate of exemption from ST-12 will be issued upon request. Deliveries against this purchase order, P-Card transaction, must be free of excise or transportation taxes. Federal Excise Tax exemption registration may be used when required.
15. Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against any claims, damages, and actions of any kind or nature, whether at law or in equity, which may otherwise accrue against the County in consequence of the granting of a contract and/or purchase order or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his/her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his/ her own expense, satisfy and discharge the same.
16. In the absence of other contractual terms, for work performed on County-owned or leased facilities or property, the Contractor shall maintain at a minimum, the following insurance coverages: Workers Compensation - statutory requirements and benefits; Employer's Liability - \$100,000; Commercial General Liability - \$2,000,000 combined single limit; Automobile Liability - \$2,000,000 combined single limit.
17. The parties agree that under applicable law the County cannot indemnify or defend the Contractor. To the extent any promise or term contained in any of Contractor's contract documents, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by the County, that

promise or term is stricken and of no effect.

18. Contractor agrees to allow the County to have access to and the right to examine and copy pertinent books, papers, and records of the Supplier involving transactions related to this purchase order, P-Card transaction, and/or any related contract for five years after the final payment of this purchase order, P-Card transaction, and/or contract, and require a provision in any subcontract for more than \$10,000 entered into as a result of this purchase order, P-Card transaction, and/or any related contract to permit the same. Records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this purchase order, P-Card transaction, contract and/or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.
19. Any dispute concerning a question of fact as a result of this purchase order, P-Card transaction, and/or any related contract which is not disposed of by agreement shall be decided by the County Administrator, in accordance with Virginia Code § 2.2-4363(C).
20. Stafford County does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.
21. Contractor certifies that it does not, and shall not during the performance of this purchase order, P-Card transaction, and/or any related contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
22. During the performance of any County purchase order, P-Card transaction, and/or contract over \$10,000, the Contractor agrees to maintain a drug-free workplace in accordance with Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.
23. During the performance of any County purchase order, P-Card transaction, and/or contract over \$10,000, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4201 and 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.
24. Contractor certifies that their quote, bid, or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor or subcontractor in connection with their quote, bid, or proposal, that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged, and that they agree to abide by the provisions of compliance with the Virginia Public Procurement Act, Article 6 –Ethics in Public Contracting, Virginia Code § 2.2-4367 et seq., as amended.
25. Any procurement which involves the expenditure or reimbursement of federal funds must comply with the standards set forth in the Code of Federal Regulations, 2 CFR §§ 200.318 – 326, including Appendix II to Part 200, as amended, said requirements are incorporated herein as if stated in their entirety. In addition, the required federal terms and conditions set forth in the document titled “Additional Terms for Federally Funded Transactions” are incorporated as terms of the purchase order, P-Card transaction, and/or contract. In the event of a conflict between the County's Terms and Conditions and the Federal Terms and Conditions, the Federal Terms and Conditions shall prevail.
26. All information technology, which is purchased or upgraded by the County under any County purchase order, P-Card transaction, and/or contract must comply with the access

standards required in Virginia Code § 2.2-3502, as amended, said requirements are incorporated herein as if stated in their entirety.

27. This purchase order, P-Card transaction, and/or any related contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. Any and all disputes, claims, and causes of action arising out of or in any way connected with this purchase order, P-Card transaction, and/or any related contract or its performance must be brought in the applicable court of Stafford County, Virginia or in the United States District Court for the Eastern District of Virginia, Alexandria Division.