

PULASKI COUNTY BOARD OF SUPERVISORS,
PULASKI COUNTY PUBLIC SERVICE AUTHORITY AND
THE ECONOMIC DEVELOPMENT AUTHORITY OF PULASKI COUNTY, VIRGINIA
PURCHASE ORDER TERMS AND CONDITIONS

1. **Purchase Order.** This Purchase Order is a contractual agreement between Pulaski County Board of Supervisors, Pulaski County Public Service Authority or the Economic Development Authority of Pulaski County, Virginia (hereafter referred to as the “County”) and the Vendor and is subject to these Purchase Order Terms and Conditions, the Pulaski County Purchasing Policy, and the Code of Virginia.

2. **Definitions.**

The County and its Entities – The County is located in the town of Pulaski in Pulaski County, Virginia.

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Sales Contract or Service Contract or Contract – The Purchase Order, Order, Sales Contract, Service Contract, Contract, or other document issued by the County to obtain the items identified in such document. These terms may be used interchangeably.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified in that document (sometimes referred to as “Seller”).

3. **Delivery Date.** Time is of the essence for any orders placed as a result of this Purchase Order. Shipment must be made by date specified. Please advise Contact on Purchase Order if shipment cannot be made as specified.

4. **Packing List/Delivery Ticket.** A packing list or delivery ticket must be furnished with each shipment, indicating the Purchase Order number, vendor name, item description, quantity ordered, and quantity shipped.

5. **Invoicing.** All invoices shall be sent to the Pulaski County Board of Supervisors (or the Pulaski County Public Service Authority, or the Economic Development Authority of Pulaski County, Virginia) Attention: Accounts Payable, 143 Third Street NW, Suite 1, Pulaski, Virginia 24301. The Purchase Order number issued by the County must be referenced on all invoices, packages, or correspondence. Invoices will be submitted immediately upon completion of the shipment or no more often than every 30 days of performance. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.

6. **Payment.** This order is acceptable only at the prices stated. Unless otherwise stated in the Purchase Order, the price(s) shall include charges such as packaging, shipping, duties, customs, tariffs, and government-imposed surcharges. In the absence of other contractual terms, payment shall be due 30 days after receipt of properly completed invoice, or acceptance of materials or services, whichever is later. If a discount for prompt payment is allowed, the discount period will begin on the date of receipt of a properly completed invoice, or acceptance of materials or services, whichever is later. For the purpose of earning the discount, in those cases where payment is made by mail, the date of postmark shall be deemed to be the date payment is made. No tax shall be included, except as provided in this Order.
7. **Sales Tax Exemption.** Sales to the County and related agencies are normally exempt from state sales and use tax. State Sales and Use Tax Certificate of Exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall be free of federal excise and transportation taxes. Prices must be net, exclusive of taxes. In the event that an invoice is received that lists taxes, such taxes shall be deducted before payment is made by the County.
8. **Free on Board (FOB), Risk of Loss, and Title.** All prices are to be quoted FOB Destination. The risk of loss from any casualty, regardless of the cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by the County.
9. **Inspection.** The County shall have a reasonable time after receipt of items and before payment to inspect and/or test all items for conformity to this Purchase Order. Items must be strictly in accordance with the Purchase Order and shall not deviate in any way from the terms, conditions, or specifications of the contract. Partial orders will be accepted and payment processed at the discretion of the County. If rejected, such items shall remain the property of Vendor, which shall be responsible for all costs to return rejected items. Rejected items not reclaimed by the Vendor within 90 days of notification by the County shall be considered to be abandoned and may be disposed of in compliance with established County policies, regulations, or guidelines for such property.
10. **Insurance.** Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the terms of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.
11. **Changes by Vendor.** No changes, deletions, substitutions, or additions may be made by the Vendor to this Purchase Order, including these terms and conditions, without the express written approval of the County. If approved, a Change Order will be issued.

- 12. Termination.** If Vendor refuses or fails to perform any terms of this Purchase Order, including poor services, work, or materials, the County may, with written notice to the Vendor, terminate this Purchase Order in whole or in part. In addition to any right to terminate, the County may enforce any remedy available by law or in equity in connection with such default, and Vendor shall be liable for all damages to the County resulting from Vendor's default. The County further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. The County may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days proper to the effective date of cancellation. Any such termination shall be without liability of any type to the County except for payment of completed items delivered or services rendered to and accepted by the County. The County may exercise its right of setoff as to any amounts the County may owe the Vendor. The County may require Vendor to transfer title and deliver to the County any or all items produced or procured by Vendor for performance of the work terminated.
- 13. Appropriation of Funds.** All funds for payments by the County under this Purchase Order are subject to the availability of an annual appropriation for this purpose by Pulaski County, the Pulaski County Public Service Authority or the Economic Development Authority of Pulaski County. In the event of non-appropriation of funds for the items provided under this Purchase Order, this Purchase Order will terminate automatically without termination charge or other liability to the County on the last day of the then current fiscal year or when the appropriation made for the then current year for the item covered by this Purchase Order is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Purchase Order, cancellation will be accepted by the Vendor, and the County shall not be obligated under this Purchase Order beyond the date of termination other than to make payment for delivery or performance prior to notice of termination.
- 14. Warranty.** Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by the County and shall be merchantable, of good workmanship and material, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude warranty. All manufacturer warranties shall be assigned to the County. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia.
- 15. Vendor Liable for Property Damage.** Vendor shall be responsible for damage to property caused by performance of this Purchase Order. Vendor shall repair to proper working order or replace to the satisfaction of the County any property damaged either directly or indirectly by Vendor's actions.
- 16. Non-discrimination.** The County does not discriminate against any bidder or offeror on the basis of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state or federal law relating to discrimination in employment in the

performance of its procurement activity. For every contract in excess of \$10,000, Vendor shall comply with the nondiscrimination provisions of Virginia Code § 2.2-4311, as amended from time to time.

17. **Vendor Authorized to Transact Business.** By virtue of entering into this Purchase Agreement, and pursuant to Virginia Code § 2.2-4311.2, any Vendor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a limited liability partnership represents and warrants that it is 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. The proper legal name of the Vendor must be included in all invoices. Vendor 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 the contract. The County may declare any contract with a Vendor not in compliance with this provision to be void regardless of performance provided.
18. **Vendor Licensing, Registration, and Certification.** Vendor certifies that it has in effect all licenses, certifications and classifications necessary to perform the work included in this Purchase Order in accordance with Title 54.1 of the Code of Virginia and in accordance with the laws, rules, and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, or such other regulatory authority as may be applicable. If this certification is not correct, this Purchase Order is invalid and the County shall be responsible for no payment regardless of the degree of performance by Vendor.
19. **Immigration Reform and Control Act.** By virtue of entering into this Purchase Agreement, Vendor certifies that it does not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986. The Federal Immigration Reform and Control Act makes it unlawful for a person or other entity to hire, recruit, or refer for a fee for employment in the United States, an alien, knowing the alien is unauthorized to work in the United States. Virginia Code § 40.1-11.1 makes it unlawful for any employer to knowingly employ an alien who cannot provide documents indicating that he or she is legally eligible for employment in the United States. These laws place an affirmative duty on employers to ensure that aliens have proof of eligibility for employment.
20. **Drug-Free Workplace.** Vendor shall comply with the drug-free workplace provisions of Virginia Code § 2.2-4312, as amended from time to time, which are incorporated herein by reference.
21. **Smoking Prohibited.** Smoking, as defined in Virginia Code § 15.2-2820, including smoking of e-cigarettes or other similar devices, in any building or open area owned by the County is forbidden. Vendor agrees to enforce this prohibition with its employees, subcontractors, employees of subcontractors, or agents.

22. **Faith-Based Organizations.** In accordance with Virginia Code § 2.2-4343.1, the County does not discriminate against faith-based organizations.
23. **Payments to Subcontractors.** Vendor agrees to make payments to subcontractors in accordance with Virginia Code § 2.2-4354.
24. **Indemnification.** Vendor agrees to indemnify and hold harmless the County and its officers, agents, elected and appointed officials, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, fines, penalties, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees', agents', or subcontractors' actions, activities, or omissions, arising out of or resulting from any work or items to be provided under this Purchase Order. The Vendor agrees that it shall, at its sole 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 or its agencies in any such action, the Vendor shall, at its own expense, satisfy and discharge the same. This indemnification shall survive the completion, expiration, or earlier termination of this Purchase Order.
25. **Confidential Information.** Vendor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its work under this Purchase Order. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, or other contact information or medical information about a person, information pertaining to products, operations, system, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. Vendors shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.
26. **Vendor Terms and Conditions.** Vendor terms and conditions included or referenced in any Vendor documentation or Vendor website will not be considered to be part of this Purchase Order.
27. **Assignment.** Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of the County, which may be withheld in the County's sole and exclusive discretion.
28. **Successors and Assigns.** The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
29. **County Employees.** No County employee shall be admitted to any share or part of this Purchase Order or to any benefit that may arise from this Purchase Order which is not made available to the general public.

30. **Force Majeure.** Neither party shall be held responsible for failure to perform the duties and responsibilities imposed upon it by this Purchase Order if such failure to perform is due to fires, riots, rebellions, natural disasters, wars, or any act of God beyond the control of the party, which makes performance impossible or illegal, unless otherwise specified in this Purchase Order.
31. **Governing Law and Forum Selection.** By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction serving Pulaski County, Virginia, and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.
32. **Acceptance, Entire Agreement, and Modification.** Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to by the County or its entities and the Vendor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. The County rejects any additional and/or inconsistent terms and conditions offered by the Vendor at any time and irrespective of the County's acceptance of or payment of Vendor's items.