



Purchase Order Terms & Conditions

- This contractual agreement is subject to the terms and conditions of the County's Purchasing Policy and Purchasing Manual and any revisions thereto.
- By accepting this order, vendor warrants that goods or services delivered must be strictly in accordance with bid, proposal or quote referred to and shall not deviate in any way from terms, conditions or specifications of the bid, proposal or quote. If no specifications are given, goods and services shall conform to reasonable standards of quality. Vendor agrees this warranty shall survive acceptance of the merchandise. James City County will not be bound in any manner for goods delivered or services rendered except on the basis of this order and all conditions contained thereon. By accepting this order the vendor understands and agrees that any terms and conditions contained on vendor's acknowledgement or other forms that are in conflict with those contained herein are null and void.
- Equipment, materials and/or supplies delivered on this order shall be subject to inspection and testing upon receipt. If rejected, same shall remain the property of the vendor. Vendor will bear the cost of inspecting rejected merchandise and the return thereof.
- Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
- A separate invoice for this Purchase Order or for each shipment thereon shall be rendered immediately following shipment. All copies shall be forwarded direct to the designated address.
- James City County is exempt from local, State and Federal taxes. Such taxes must not be charged or included in the price. If tax is included, the amount thereof will be deducted from the invoice. Tax Exempt certificates will be furnished upon request.
- In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is the later.
- Discount terms shall be as stated on the face of this Purchase Order. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is the later.
- In case of default by the successful bidder or offeror, or failure to deliver the supplies or services ordered by the time specified, the County after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- No substitution, change or deviation shall be made without written authority from the Purchasing Office by letter or formal change order.
- Vendors and vendors providing goods to the County under this order herewith assure the County that they are conforming to the provision of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
- This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
- All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.



Purchase Order Terms & Conditions, cont.,

- 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.
- Vendors and vendors performing work on County owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverage as listed in the Purchasing Manual and any revisions thereto.
- James City County reserves the right to cancel this order, without cost or obligation, if not filled within the time specified herein.
- By accepting this order, it is understood and agreed that no indications of sale to James City County will be used in any way in product literature or advertising.
- James City County does not discriminate against faith-based organizations as defined in the Code of Virginia section 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.
- By accepting this order, vendor warrants that the merchandise or services rendered will not infringe any valid patent or trademark, and that the vendor will, at his own expense, defend any and all actions or suits charging such infringement, and will save James City County harmless in the case of such infringement.
- The vendor hereby binds himself and his successors to indemnify, defend, and save harmless James City County, its officers, agents or employees, from all suits and actions of every name and description brought against it or them, and all costs or damages to which it or they may be put, on account of, or by reason of any injury or alleged injury to the person or property of another, resulting from or on account of the negligent acts, errors or omissions, recklessness or intentionally wrongful conduct of the vendor or his agents in the performance of the contract; of the vendor or his agents; and that the whole or so much of the moneys due to the vendor under and by virtue of this Contract, as such or may be considered necessary by the County, shall and may be retained until all such suits and claims for damages as aforesaid shall have been settled, and evidence to that effect furnished to the satisfaction of the County. The said Vendor further agrees to indemnify and save harmless James City County against any and all claims, suits or demands that may accrue to, be suffered by, or adjudicated against it by reason of any injury sustained by any of the Vendor's employees in and about the said work, under and pursuant to the provisions of the Workman's Compensation Law or any amendments thereto, and the vendor shall produce certificates or other satisfactory evidence of ample protection against such liability.
- The vendor warrants that he does not, and shall not during the period of fulfilling this purchase order, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
- The vendor must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. This status shall be maintained during the period of fulfilling this purchase order.