1. Authorization to do Business in Virginia: Each contractor that is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by any other applicable law; and (b) it will not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.

2. Goods and/or Services: The goods and/or services to be furnished hereunder are described on the face of the Purchase Order and incorporated by reference herein, together with the required date(s) for delivery and/or performance. The contractor price or fees payable with respect to such goods and/or services. The prices and fees set forth herein are fixed and cannot be increased unless otherwise agreed in writing by LOUDOUN WATER.

3. Exact Quantities: The contractor shall provide the exact quantities specified therein. LOUDOUN WATER will not pay for overage and if delivered, LOUDOUN WATER will, at its sole option and discretion, either return the additional quantities to the Contractor at the Contractor's risk and expense, or accept the additional quantities at no additional cost to LOUDOUN WATER.

4. Packaging and Shipment: The Contractor shall bear all risk of loss with respect to the shipment of the goods, and shall be solely responsible for the transportation of the goods and services received shall be the property of the Contractor, and all transportation charges for the delivery of goods shall be borne by the Contractor.

5. Inspection: LOUDOUN WATER shall have the right to inspect the goods and services received under the Purchase Order.

6. Indemnification: Each contractor that is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership hereby represents and warrants as follows: (a) it is authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Virginia Code, or as otherwise required by any other applicable law; and (b) it will not allow its existence to lapse or its certificate of authority or registration to transact business in Virginia, if so required under Title 13.1 or Title 50 of the Virginia Code, to be revoked or cancelled at any time during the term of this Agreement.

7. Goods and/or Services: The goods and/or services to be furnished hereunder are described on the face of the Purchase Order and incorporated by reference herein, together with the required date(s) for delivery and/or performance. The contractor price or fees payable with respect to such goods and/or services. The prices and fees set forth herein are fixed and cannot be increased unless otherwise agreed in writing by LOUDOUN WATER.

8. Packaging and Shipment: The Contractor shall bear all risk of loss with respect to the shipment of the goods, and shall be solely responsible for the transportation of the goods and services received shall be the property of the Contractor, and all transportation charges for the delivery of goods shall be borne by the Contractor.
services furnished under the Purchase Order. The Contractor's duties under this provision shall include the duty to obtain the approval of LOUDOUN WATER as to the legal counsel selected to defend LOUDOUN WATER and to confer with LOUDOUN WATER regarding the defense.

13. Default and Termination: Each of the following events shall constitute a default by the Contractor for purpose of the Purchase Order (each of which shall entitle LOUDOUN WATER to terminate for default in accordance with this Section): (a) any bankruptcy proceeding by or against the Contractor or the appointment of a trustee for the benefit of creditors; (b) a refusal or failure of the Contractor to deliver the goods, or to perform the services, in accordance with any of the agreed schedule delivery date(s); (c) if, based upon the current progress of the goods and services and information provided by the Contractor, the Contractor is projected to deliver any portion of the goods or perform any portion of the services after the schedule delivery date(s) for such goods and/or services; (d) assignment or subcontracting of all or any part of the Purchase Order without LOUDOUN WATER's prior written consent; or (e) failure to perform any other material provision of the Purchase Order. In the event the Contractor does not cure any such default within a period of three (3) business days after receipt of written notice thereof from LOUDOUN WATER, or such longer period of time as LOUDOUN WATER may authorize in writing, then LOUDOUN WATER may give written notice to the Contractor to terminate the Purchase Order or any part thereof. In the event of termination for default, the Contractor shall be liable to LOUDOUN WATER for any and all losses, costs and damages incurred by LOUDOUN WATER arising out of or resulting from such default, including any and all liquidated damages which shall be based on the (d) a reasonable substitute supplier, exercising proper due diligence, achieved such respective scheduled deliveries. Upon request by LOUDOUN WATER, the Contractor will deliver or assign to LOUDOUN WATER any goods and services in progress at the time of termination.

14. Termination: At any time, LOUDOUN WATER may terminate in whole or in part any separate part of the Purchase Order by giving written notice of termination to the Contractor. On the date that notice of such termination is received by the Contractor, the Contractor shall: (a) discontinue all work relating to the goods and/or services so terminated except for work performed in compliance with the instructions set forth in the termination notice; and (b) refrain from placing any additional orders in connection with the terminated portion(s) of the Purchase Order. The Contractor shall not be entitled to any other payment from LOUDOUN WATER with respect to any terminated portion(s) of the Purchase Order including, but not limited to, any anticipated or future profits or damages in connection therewith.

15. Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the order shall be canceled and the Contractor shall be reimbursed for the reasonable value of any non-refunding costs incurred but not amortized in the price of the supplies or services delivered under the order.

16. Waiver: Severability: Any waiver by LOUDOUN WATER of any breach by the Contractor of any term or condition of the Purchase Order shall not constitute a waiver of any subsequent breach of the same or any other term or condition hereof. The rights and remedies of LOUDOUN WATER set forth herein are not exclusive, but are in addition to all other rights and remedies of LOUDOUN WATER under applicable law. If any portion of the Purchase Order is held to be illegal, invalid, or unenforceable, such provision shall be severed and the remainder of the Purchase Order shall remain in full force and effect.

17. Material Safety Data Sheets: By law, LOUDOUN WATER will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS). This MSDS will be reviewed by the LOUDOUN WATER, and if approved, the materials, product or chemical can be used. If the MSDS is rejected, the Contractor must identify a substitute that will meet the LOUDOUN WATER’s criteria for approval.


19. Reservation of Rights: Any action by LOUDOUN WATER with respect to inspection of or payment for the goods and/or services covered by the Purchase Order shall not prejudice: LOUDOUN WATER’s right to reject nonconforming or defective goods or services, nor be deemed to constitute acceptance of the goods and/or services, or affect in any way the Contractor’s obligations under the Purchase Order notwithstanding LOUDOUN WATER’s opportunity to inspect the goods and/or services. LOUDOUN WATER’s knowledge of the nonconformity or defect, the importance or critical nature of, or the ease of discovery of the nonconformity or defect, or any action by LOUDOUN WATER to reject the goods or to refuse payment for the goods and/or services delivered shall not be deemed to constitute or imply that the repairs or replacement of nonconforming service has been made or that the Contractor has accepted the service as fully conforming in all respects. LOUDOUN WATER: from (a) showing the true and correct classification, amount, quality, or character of the goods and/or services delivered or performed hereunder, as the case may be, or that any determination, decision, acceptance, or payment is incorrect or was improperly made in any respect, or that the goods and/or services (or any part thereof) do not in fact conform to the requirements of the Purchase Order, and/or (b) demanding and recovering from the Contractor any payment made in excess of the amount allowed in the Purchase Order because of the Contractor’s failure to comply with the requirements of the Purchase Order.

20. Governing Law; Venue: The Purchase Order shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of VA, without reference to conflict of laws principles. Any action or proceeding arising out of or related to the Purchase Order shall be brought only in the courts of competent jurisdiction in the Commonwealth of VA, County of Loudoun. Contractor expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.0-150-1.

21. Non-Discrimination:
A. LOUDOUN WATER does not discriminate against faith-based organizations.
B. During the performance of the Purchase Order, Contractor agrees as follows: (i)Contractor shall not discriminate against any person or class of persons on account of race, color, sex, national origin, age, disability, or other basis prohibited by federal law in the conduct of employment, exceptwhere there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and customers for viewing, notices setting forth the provisions of this non-discrimination clause.
(ii) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.
(iii) Notices, advertisements, and solicitations placed in accordance with federal laws, rules, or regulations, shall be deemed sufficient for the purpose of meeting the requirements of this Section 21(B).

22. Tax Exempt:
LOUDOUN WATER is exempt from, and will not pay any, federal, state, or local taxes which may be applicable to the transactions contemplated by these Purchase Order Documents, including without limitation any Federal Excise Tax, Transportation Tax or VA Sales and Use Tax. LOUDOUN WATER’s federal tax exempt identification number is: 54-0716770.

23. Drug-Free Workplace:
During the performance of the Purchase Order, the Contractor agrees to: (i) provide a drug free workplace for the Contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement informing of the prohibitions of illegal drug use, drug manufacturing, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana in the Contractor’s workplaces and specifying that the violations of said prohibitions will be taken as a basis for terminating an employment contract for violations of such prohibitions or for violating the Contractor’s policies regarding drug-free workplace; and (iii) include the provisions of the preceding clauses in every subcontract or Purchase Order of over $100,000, so that the provisions will be binding upon each subcontractor or vendor. For purposes hereof, a “drug-free workplace” shall mean the site for the performance of the contract contemplated by the Purchase Order. The Contractor acknowledges and agrees that: (a) alcoholic beverages, firearms and illegal drugs are prohibited in all LOUDOUN WATER’s property; (b) its employees 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 contemplated by the Purchase Order.

24. No Employment of Unauthorized Aliens:
The Contractor hereby agrees and covenants that, during the performance of the Purchase Order, it shall not employ or otherwise utilize the services of any alien who is not authorized to work in the United States, including any alien who is not authorized to work in the United States for the duration of the contract.

25. No Assignment, Substitutions or Modifications:
The Contractor shall not assign or subcontract any right or obligation under the Purchase Order without LOUDOUN WATER’s prior written consent. No substitution, change, modification, or deviation from the terms of the Purchase Order shall be made without prior written authorization from LOUDOUN WATER.

26. Relationship of the Parties; No Third Party Beneficiaries:
The relationship of the Contractor to LOUDOUN WATER shall be that of an independent contractor and not that of an agent of LOUDOUN WATER. Neither the Contractor, nor any sub-contractor, supplier, nor employee of the Contractor, shall be deemed to be an employee or agent of LOUDOUN WATER for any purpose whatsoever. No third party is entitled to rely for any purpose on any of the representations, warranties and agreements of LOUDOUN WATER and the Contractor set forth herein. Neither LOUDOUN WATER nor the Contractor shall be liable to any third party because of any reliance on the representations, warranties and agreements of LOUDOUN WATER and the Contractor contained in the Purchase Order.

27. Licensees:
To the extent required by the Commonwealth of Virginia (see e.g. 54.1-110 et seq. of the Code of Virginia), the Contractor shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

28. Business, Professional, and Occupational License Requirement:
In accepting this order, the Vendor, Contractor or Service Provider agrees to conform to local business license tax liabilities where applicable. Questions should be directed to the Local Revenue Office (703) 777-7260 in Loudoun County, VA.

29. Ethics in Public Contracting:
The ethics in public Contracting provisions of Sections 2.2-4367 through 2.2-4377 of the Code of Virginia are applicable to all Contracts entered into by LOUDOUN WATER.

30. No Waiver of Rights:
The Contractor shall not assign or subcontract any right or obligation under the Purchase Order without LOUDOUN WATER’s prior written consent. No substitution, change, modification, or deviation from the terms of the Purchase Order shall be made without prior written authorization from LOUDOUN WATER.

31. Entire Agreement:
The Purchase Order hereby expressly supersedes and supersedes all conflicting language from any contracts created, submitted or sent by the Contractor. The Purchase Order, together with all exhibits and attachments, shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior proposals, understandings, and agreements, whether oral or written between the parties with respect to the subject matter herein.