

## ALEXANDRIA SANITATION AUTHORITY (ASA) PURCHASING TERMS and CONDITIONS

**1. Scope:** These terms and conditions set forth the additional terms and conditions ("Terms and Conditions") under which the Vendor has agreed to provide to the Authority the items ("Products") or services ("Services") described on the front page of this Purchase Order ("Face Sheet") and incorporated by reference herein. This Purchase Order will be deemed accepted and binding upon the occurrence of either of the following events, whichever is earlier: (A) when the acknowledgment copy of this Purchase Order has been signed and returned to the Vendor; or (B) when the Vendor has commenced performance of this Purchase Order in accordance with its terms.

**2. Product/Service:**

- A. The Vendor must manufacture the Products strictly in accordance with any specifications referenced on the Face Sheet ("Specifications"). The Authority may make changes to the Specifications at any time.
- B. The Vendor must provide all of the labor, services and materials necessary for the Vendor to perform the Services on the schedule set forth on the Face Sheet. The Services must be performed in accordance with all scopes of work, requirements, plans and Specifications identified on the Face Sheet. The Services will be deemed completed and acceptable to the Authority when the Authority determines that all of the Authority's requirements have been satisfied.
- C. The Vendor agrees to provide the Authority with technical assistance relating to the Product or Service as requested by the Authority at no additional cost to the Authority. This technical assistance will include, but is not limited to, responding promptly to questions relating to the Product or Service.
- D. The Vendor must provide the exact quantities specified herein. The Authority will not pay for overages and if delivered, the Authority will, at its sole option and discretion, either return the additional quantities to the Vendor at the Vendor's risk and expense, or accept the additional quantities at no additional cost to the Authority.
- E. The Authority will have the right (but not the obligation) to inspect and test the Products, equipment, materials, and supplies, at the Vendor's facility at any time prior to ship and to conduct additional inspections at any time after delivery. The making or failure to make any inspection of, or payment for or acceptance of, the Products will in no event impair the Authority's right to later reject nonconforming materials, or to avail itself of any other remedy to which the Authority may be entitled, notwithstanding the Authority's knowledge of the nonconformity, its substantiality, or the ease of its discovery. The Vendor will be liable for all inspection, storage, re-shipment and return costs with respect to nonconforming Products. Products and Services may be rejected by the Authority if they fail to meet the terms of the Purchase Order, and any such nonconforming Products will be returned to the Vendor at the Vendor's sole cost and expense. Any action by the Authority with respect to inspection of or payment for the Products or Services covered by the Purchase Order will not prejudice the Authority's right to reject nonconforming or defective Products or Services, nor be deemed to constitute acceptance by the Authority of the goods or services, or affect in any way the Vendor's obligations under the Purchase Order notwithstanding the Authority's opportunity to inspect the Products or Services, the Authority's knowledge of the nonconformity or defect, the importance or critical nature of, or the ease of discovery of the nonconformity or defect, nor the Authority's earlier failure to reject the goods or services. No action or failure to act by the Authority or its officers, agents or representatives will be construed at any time to bar or otherwise preclude the Authority from: (i) showing the true and correct classification, amount, quality, or character of the goods and 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 Products and Services (or any part thereof) do not in fact conform to the requirements of the Purchase Order; or (ii) demanding and recovering from the Vendor any overpayment made to him or such damages as the Authority may sustain by reason of the Vendor's failure to comply with the requirements of the Purchase Order.

**3. Shipping and Delivery:** The delivery of the Products will be F.O.B. destination, freight prepaid and allowed. Risk of loss and title will transfer to the Authority upon receipt at the Authority's facility. Time is of the essence for this Purchase Order. If no delivery time is specified, then delivery will be required in reasonable time. Deliveries will be accepted between 9:00 a.m. and 3:30 p.m., at the delivery address shown on the front of this Purchase Order, Monday through Friday (except on legal holidays of the Authority). An itemized packing list must be furnished by the Vendor with each shipment indicating the Purchase Order number, name of the goods with the applicable stock number, quantity ordered, quantity shipped, quantity back-ordered (if applicable), and the name of the Vendor or other supplier. No fees for packaging, packing, crating, freight or other costs will be paid by the Authority unless expressly stated in the Purchase Order. The Vendor will be solely liable for damaged goods resulting from improper packing or marking. If the Vendor fails to provide the Product or Service by the delivery time specified on the Face Sheet (if no delivery time is specified, then delivery on a timely basis), the Authority may, without limiting its other rights or remedies, obtain the Product or Service from another vendor and the Vendor will reimburse the Authority for all costs and expenses the Authority incurs from obtaining such Product or Service.

**4. Payment Terms:**

- A. **In General:** Each invoice must include the Purchase Order number, the Vendor's federal employer identification number (or social security number, if the Vendor is an individual), a reasonably detailed description of the Products and Services covered by the invoice, and the amount due. If shipping charges are included in an invoice, the bill of lading must accompany the invoice. The Vendor must insure manufacturer compliance with these instructions on drop shipments. All delivery memoranda, bills of lading, packages, and correspondence must reference the Purchase Order number. Payment of amounts due hereunder will in no event constitute acceptance of any defective or non-conforming Products or Services. Unless otherwise provided herein, no sale or purchase of Products and Services hereunder will be at higher prices than specified on the Face Sheet. The Authority will pay the Vendor the amount listed on the Face Sheet within thirty (30) days after receipt of a suitable invoice from the Vendor. Invoices will neither be processed for payment nor will the period of the cash discount commence until receipt of a properly completed invoice and until all invoiced Products and Services are received to the satisfaction of the Authority. Any amount due under an approved invoice which is not paid when due will bear interest at a rate of 0.5% per month until paid in full.
- B. **To Sub-contractors:**
  - i. The Vendor must take one of the two following actions within seven (7) days after receipt of amounts paid to the Vendor by the Authority for work performed by the sub-contractor under the Purchase Order: (a) pay the sub-contractor for the proportionate share of the total payment received from the Authority attributable to the work performed by the sub-contractor under the Purchase Order; or (b) notify the Authority and the sub-contractor, in writing, of the Vendor's intention to withhold all or a part of the sub-contractor's payment with the reason for nonpayment.
  - ii. The Vendor will pay interest to the sub-contractor on all amounts owed by the Vendor that remain unpaid after seven (7) days following receipt by the Vendor of payment from the Authority for work performed by the sub-contractor under the Purchase Order, except for amounts withheld as allowed in Section 4(B)(i).
  - iii. Unless otherwise provided under the terms of these Terms and Conditions, interest will accrue at the rate of 5% per month. The Vendor must include in each of its subcontracts a provision requiring each sub-contractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier sub-contractor.
  - iv. The Vendor's obligation to pay an interest charge to a sub-contractor pursuant to this Section 4(B) will not be construed to be an obligation of the Authority. A contract modification will not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim will not include any amount for reimbursement for the interest charge.

**5. Taxes:** The Authority is exempt from sales and use tax in accordance with the Virginia Retail Sales and Use Tax Act.

**6. Material Safety Data Sheets:** The Vendor must provide the Authority with complete and accurate Material Safety Data Sheets ("MSDS") for the Products and such additional information as is necessary for the safe handling and use of such Products. The Vendor agrees that the Authority may rely upon the information provided by the Vendor when informing the Authority's employees and customers about the risks associated with the Products and the safe handling and use of the Products.

**7. Changes:**

- A. The Authority reserves the right to make any changes to this Purchase Order at any time by issuance of a change order ("Change Order"). The Vendor must immediately notify the Authority of any increases or decreases in costs caused by such changes, and an equitable adjustment in prices or other terms hereof will be agreed upon in a written amendment to this Purchase Order.
- B. If, at any time after issuance of this Purchase Order, the Vendor makes a general price reduction in the comparable price of any Product or Service to customers generally, an equivalent price reduction based on similar quantities and considerations will apply to this Purchase Order. The price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a general price reduction will mean any horizontal reduction in the price of an article or service offered: (i) to the Vendor's customers generally; or (ii) in the Vendor's price schedule for the class of customers (i.e., wholesalers, jobbers, retailers, etc.) which was used as the basis for this Purchase Order. The Vendor must invoice the ordering offices at the reduced prices indicating on the invoice that the reduction is pursuant to the price reduction provision of this Purchase Order. In addition, the Vendor must notify the Authority's Purchasing Agent the general price reduction within ten (10) days of the reduction. Failure to do so may require termination of this Purchase Order by the Authority.

**8. Independent Contractor:** The Vendor is an independent contractor and is not an employee or agent of the Authority. The Vendor will provide the Services at such a place and in such time and manner as the Vendor deems appropriate. The Vendor will not have the right to incur any obligations whatsoever on the part of the Authority.

**9. Warranties and Limitation of Liability:**

- A. The Vendor confirms any warranties or representations (oral or written) previously made as to the goods or services to be provided by the Vendor including, but not limited to, warranties and representations contained in any proposal, quotation or bid provided by the Vendor. The Vendor represents and warrants that it has substantial experience and expertise in providing the Services and in a manner which meets the Authority's quality and performance requirements. The Vendor hereby represents and warrants to the Authority that each good or service supplied hereunder will: (i) conform strictly to the requirements of the Purchase Order and to the specifications furnished by the Authority; (ii) conform to the terms of any and all written affirmations of fact, promises, or descriptions made or furnished to the Authority by the Vendor, if and to the extent that such affirmations, promises, or descriptions are not in conflict with, or are otherwise not less stringent than, the Authority's specifications; (iii) meet or exceed standard industry practices and procedures; (iv) be manufactured, produced, furnished or performed in accordance with Applicable Law (as defined below); (v) be new and of good workmanship and materials; (vi) be free from defects in design, workmanship and materials; (vii) be merchantable and fit for the particular purpose or purposes intended by the Authority; and (viii) be delivered and conveyed to the Authority free and clear of any liens, claims or encumbrances of any nature whatsoever. The Vendor, at its own cost and expense, has obtained, or will obtain, prior to the delivery of any goods or performance of any services, hereunder, all approvals required by Applicable Law in connection with the transactions contemplated hereby, and the Vendor will furnish the Authority, upon request, with copies or other satisfactory evidence of all such approvals. As employed herein, the term "Applicable Law" will mean all federal, state, and local laws, rules, orders, codes and regulations, including but not limited to those governing labor, wages, improper or illegal payments, or public health and safety, applicable to the transactions contemplated by the Purchase Order. The Vendor agrees to indemnify and hold the Authority, its directors, officers, employees, agents, contractors and sub-contractors (collectively, the "Authority Indemnitees") harmless from any and all liability of the Authority Indemnitees arising out of or in any way connected with a breach of this warranty or the negligence of the Vendor in the manufacture or design of the items the Vendor provides to the Authority. The Vendor's duties under this provision will include the duty to obtain the approval of the Authority as to the legal counsel selected to defend the Authority and to confer with the Authority concerning the defense.
- B. To the fullest extent permitted by law, the Authority's liability will be limited to the amount it paid to the Vendor under this Purchase Order. In no event will the Authority be liable to the Vendor for indirect, incidental, consequential or special damages.

**10. Replacement Products/Services:**

- A. If the Authority determines that any Product it receives from the Vendor is damaged, defective or fails to meet the Specifications, then the Vendor must promptly repair or replace the Product, upon written notice by the Authority which is delivered to the Vendor within twenty (20) days after the date of delivery, at no additional cost to the Authority. At the Authority's option, non-conforming Products may be repaired or replaced by the Vendor at the Authority's facility or wherever the goods are located, or may be returned to the Vendor's facility or to an authorized repair center, all at the Vendor's expense. In the event of the Vendor's failure to repair or replace any non-conforming Products or diligently initiate the correction, replacement or re-performance thereof within five (5) business days after the date of the Authority's notice to the Vendor, the Authority will have the right to correct or replace such Products and to charge the Vendor all costs thereof. The cost of correction will be deducted from any amounts then or thereafter due the Vendor hereunder and, if such amounts are insufficient to cover the cost of correction, the Vendor will pay such deficiency to the Authority promptly following written demand thereof. Notwithstanding the foregoing, if any non-conformity with a warranty materially affects the operation or use of any of the Products or presents an imminent threat to the safety or health of any person or entity and the Authority knows of such non-conformity, the Authority may, at its option, correct or replace such Products without giving the Vendor notice of such non-conformity, and the Vendor will be responsible and liable to the Authority for all costs incurred by the Authority.
- B. If, any Services do not conform in all material respects to the representations and warranties set forth in the Specifications, upon written notice by the Authority which is delivered to the Vendor within twenty (20) days after the date of performance, the Vendor will, at the Authority's sole discretion: (i) re-perform the Service to the satisfaction of the Authority at no additional cost to the Authority; or (ii) refund to the Authority the full amount paid by the Authority.

**11. Indemnity:** The Vendor hereby assumes all risks associated with furnishing the Products and Services specified herein and agrees to defend, indemnify and hold the Authority and its directors, officers, employees, agents, contractors, and sub-contractors (collectively, the "Authority Indemnitees") harmless from and against all claims, losses, costs, liabilities, demands, causes of action and expenses (including reasonable attorney's fees) suffered or incurred by the Authority Indemnitees arising out of, or in connection with: (A) any act or omission of the Vendor, its employees, officers, directors, agents, contractors or sub-contractors; (B) Vendor's failure to manufacture any item it provides to the Authority in accordance with the Specifications; (C) failure of any Product or Service to perform in accordance with Vendor's published specifications; or (D) Vendor's failure to provide complete and accurate information regarding any Product. The Vendor's duties under this provision will include the duty to obtain the approval of the Authority as to the legal counsel selected to defend the Authority and to confer with the Authority concerning the defense.

**12. Intellectual Property rights:** The Vendor represents and warrants that all information it uses or relies upon in performing its services belongs to the Vendor or is information which the Vendor has the legal right to use. The Vendor further represents and warrants that any items it develops and manufacturing processes it uses or specifies will not violate or infringe against any existing patent, copyright, trademark, trade secret, or other intellectual property right. The Vendor agrees to indemnify and hold the Authority, its directors, officers, employees, agents, contractors, and sub-contractors (the "Authority Indemnitees") harmless from and against all claims, losses, costs, liabilities, demands, causes of action and expenses (including reasonable attorney's fees) suffered or incurred by the Authority arising out of, or in connection with, an allegation that the Vendor's item or service infringes any patent, copyright, trademark, trade secret or other intellectual property right. The Vendor's duties under this provision will include the duty to obtain the approval of the Authority as to the legal counsel selected to defend the Authority and to confer with the Authority concerning the defense.

**13. Insurance:**

- A. The Vendor must procure, maintain and provide proof of the following insurances:
  - i. Commercial General Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to protect the Contractor, its sub-contractors, and the interest of the Authority, its officers and employees against any and all injuries to third parties, including bodily and personal injury, wherever located, resulting from any action or

operation under these Terms and Conditions. The Commercial General Liability insurance must include the Broad Form Property Damage endorsement in addition to coverages for explosion, collapse and underground hazards where required. Completed operations liability endorsement must continue in force for three (3) years following completion of the Services.

- ii. Owned, non-owned, and hired Automobile Liability insurance in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased or rented vehicles operated by the Vendor. In addition, all mobile equipment used by the Vendor in connection with the Services will be insured under either a standard Automobile Liability policy or a Commercial General Liability policy. The Garage Keeper's Liability coverage will also be maintained where appropriate.
  - iii. Statutory Worker's Compensation and Employer's Liability insurance in limits of no less than \$100,000 to protect the Vendor from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
  - iv. Contractor's Liability insurance in the amount of \$1,000,000 per occurrence/aggregate to insure against loss due to liability imposed upon an owner/contractor for acts arising out of the operations of independent contractors/sub-contractors or out of an owner's/contractor's supervisory activity.
- B. If the liability insurance purchased by the Vendor has been issued on a "claims made" basis, the Vendor must either:
- i. Provide certificates of insurance evidencing the above coverage for a period of two (2) years after final payment made by the Authority. This certificate must evidence a "retroactive date" no later than the beginning of the Vendor's or sub-contractor's work under this Purchase Order; or
  - ii. Purchase the extended reporting period endorsement for the policy or policies in force and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
- C. Liability insurance may be arranged by General Liability and Automobile Liability policies for the full limits required, or by a combination of underlying Liability policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
- D. The Vendor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia with the Best's Key Rating of at least A-VI.
- E. European markets including those based in London and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement, provided that the Vendor's broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.
- F. The Vendor must provide an original, signed Certificate of Insurance citing the contract number and such endorsements as prescribed herein.
- G. The Vendor must secure and maintain all insurance certificates of its sub-contractors, which will be made available to the Authority on demand.
- H. The Vendor must provide on demand certified copies of all insurance policies related to this Purchase Order within ten (10) business days of demand by the Authority. These certified copies will be sent to the Authority from the Vendor's insurance agent or representative.
- I. No change, cancellation, or non-renewal will be made in any insurance coverage without a forty-five (45) day written notice to the Authority. The Vendor must furnish a new certificate prior to any change or cancellation date. The failure of the Vendor to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
- J. Compliance by the Vendor and all sub-contractors with the foregoing requirements as to carrying insurance will not relieve the Vendor and all sub-contractors of their liabilities provisions of this Purchase Order.
- K. Contractual and other liability insurance provided under this Purchase Order must not contain a supervision, inspection or engineering services exclusion that would preclude the Authority from supervising or inspecting the Services as to the end result. The Vendor assumes all on-the-job responsibilities as to the control of persons directly employed by it and of the sub-contractors.
- L. Nothing contained in the specifications will be construed as creating any contractual relationship between any sub-contractor and the Authority. The Vendor will be as fully responsible to the Authority for the acts and omissions of the sub-contractors and of persons employed by them as it is for acts and omissions of person directly employed by it.
- M. Precaution must be exercised at all times for the protection of persons (including employees) and property.
- N. The Vendor and all sub-contractors are to comply with the Occupational Safety and Health Act of 1970, Public Law 91-596, as it may apply to this Purchase Order.
- O. The Authority, its officers and employees must be named as an "additional insured" in the Automobile and General Liability policies and it must be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Authority may possess.
- P. If an "ACORD" Insurance Certificate form is used by the Vendor's insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form will be deleted or crossed out.

**14. Termination For Default:** The Authority may terminate this Purchase Order, in whole or in part, without liability to the Vendor by written notice in the event: (A) the Vendor becomes insolvent, or makes an assignment for the benefit of its creditors, or if a petition in bankruptcy is filed by or with respect to the Vendor; or (B) the Vendor breaches any of its obligations under the terms and conditions of this Purchase Order. In the event of a termination for default, the Authority will not be liable to the Vendor for payment of any amount beyond the value of any conforming goods and services shipped or received and accepted by the Authority, less damages suffered by the Authority. In such case, the Vendor will be liable to the Authority for any and all losses, costs and damages incurred by the Authority arising out of or resulting from such default, including any and all liquidated damages which will be based on the date(s) that a reasonable substitute supplier, exercising proper due diligence, achieved such respective scheduled deliveries. Upon written request by the Authority, the Vendor will deliver or assign to the Authority in process at the time of termination.

**15. Termination for Convenience:** The Authority may terminate this Purchase Order in whole or in part whenever the Authority's Purchasing Agent determines that such termination is in the best interest of the Authority. Any such termination will be effected by the delivery to the Vendor of a written notice of termination at least fifteen (15) days before the date of termination, specifying to the extent to which performance of the Vendor under this Purchase Order is terminated and the date upon which such termination becomes effective. The Vendor will not be entitled to any other payment from the Authority 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.

**16. Employment Discrimination:**

During the performance of this Purchase Order, the Vendor agrees as follows:

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or 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 Vendor. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Vendor, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, will state that such Vendor is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Vendor will include the provisions of the foregoing Sections 16(A), (B), and (C) in every subcontract, sub-consulting agreement and Purchase Order over \$10,000, in order that the provisions above will be binding upon each sub-contractor, sub-consultant and vendor.
- E. Notice of Required Disability Legislation Compliance: The Authority is required to comply with state and

federal disability legislation: The Rehabilitation Act of 1973, Section 504, the Americans with Disabilities Act (ADA) of 1990, as amended, and The Virginians with Disabilities Act of 1990. Specifically, the Authority may not, through its Contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

F.

The Authority does not discriminate against faith-based organizations.

**17. Federal Immigration Law:** The Vendor does not, and will not, during its performance under this Purchase Order for good and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration and Reform and Control Act of 1986.

**18. Authorized to Transact Business/Licenses:** The Vendor will be authorized to transact business in the Commonwealth as 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, and the Vendor will not allow this authorization 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 Purchase Order. To the extent required by the Commonwealth of Virginia (see 54.1-1100 et seq. of the Code of Virginia), the Vendor will be duly licensed to provide the Products and Services required to be delivered pursuant to these Terms and Conditions.

**19. Drug-free Workplace:** During the Vendor's performance under this Purchase Order, the Vendor agrees to (A) provide a drug-free workplace for the Vendor's employees; (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 Vendor'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 behalf of the Vendor that the Vendor 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 sub-contractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with the contract awarded to the Vendor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the Vendor's performance under this Purchase Order.

**20. Compliance with Laws:** The Vendor will, in the furnishing of goods and services under this Purchase Order, fully comply with all applicable federal, state and local laws, rules, regulations and ordinances.

**21. 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 the Authority.

**22. Choice of Law:** This Purchase Order will be subject to and governed by the laws of the Commonwealth of Virginia. Unless otherwise provided herein, contractual claims, whether for money or other relief, will be made and decided in accordance with Section 2.2-4363 of the Code of Virginia. Any dispute arising hereunder which is not otherwise resolved by the parties herein will be brought in a court of competent jurisdiction in the City of Alexandria, Virginia.

**23. Subcontracts and Assignment:** The Vendor will not assign any of the rights granted by this Purchase Order or delegate any of its duties under this Purchase Order without the Authority's prior written consent. The Vendor will not make any contract with any other person or entity for furnishing any Product or Service to the Authority without the written consent of the Authority.

**24. Notices:** All communications and notices provided for here from The Vendor to the Authority must be in writing, delivered personally or mailed first class, postage prepaid, to the Authority's Purchasing Department at the Authority's address listed on the Face Sheet.

**25. Waiver:** The Authority's failure to insist upon the performance of any or all of the terms, covenants or conditions of this Purchase Order or failure to exercise any rights or remedies hereunder will not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, or of the future exercise of such rights or remedies unless otherwise provided for herein.

**26. Severability:** In the event that any one or more of the provisions contained in this Purchase Order will for any reason be held by a court of competent jurisdiction to be unenforceable in any respect, such holding will not affect any other provisions of this Purchase Order, and the Purchase Order will then be construed as if such unenforceable provisions are not a part hereof.

**27. Prevailing Terms and Conditions:** The Vendor acknowledges and agrees that the terms and conditions stated herein will control and prevail over any other conflicting terms and conditions the Vendor may present in connection with this Purchase Order. The Purchase Order, together with the Specifications, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and agreements, whether oral or written between the parties with respect to the subject matter hereof.