

UPPER OCCOQUAN SEWAGE AUTHORITY DOING
BUSINESS AS UPPER OCCOQUAN SERVICE AUTHORITY
(UOSA), TERMS AND CONDITIONS AND INSTRUCTIONS TO
VENDORS

* UOSA TAX EXEMPT NO. 54-0902952 *

1. This purchase order is a contractual agreement and shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
2. Goods or Services delivered must be strictly in accordance with bid/RFP or other specification referred to and shall not deviate in any way from terms, conditions or specifications of the bid/RFP or other information provided. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, they shall remain the property of the vendor and the order shall be considered as not received.
3. Provide the exact quantities specified on this order. UOSA will not pay for overages and if delivered UOSA will - at its sole option and discretion - either return the additional quantities to the seller, at the seller's risk and expense, or accept the additional quantities as at no additional cost to UOSA.
4. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. UOSA will not consider invoices as having been received until and unless submitted directly to the UOSA Finance Dept.
6. UOSA is exempt from the payment of sales tax. State sales and use tax certificate of exemption. Proof of exemption will be issued upon request.
7. Deliveries against this order must be free of excise or transportation taxes.
8. In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is later.
9. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material/service, whichever is later.
10. In case of default by the vendor, or failure to deliver the supplies or services ordered by the time specified, UOSA, after due notice (oral or in writing), will cure the failure by procuring the items ordered from other sources and hold vendor responsible for any excess cost occasioned thereby.
11. No substitution, change or deviation shall be made without written authority from UOSA by Purchase Order Change or other instrument issued by the Purchasing Dept.
12. Vendors and contractors providing goods/services to UOSA under this order herewith assure UOSA that they are conforming to the provisions of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
13. All prices unless otherwise specified are F.O.B. Destination, Freight Prepaid and Allowed.
14. If shipping charges are added to the invoice, the original bill of lading properly receipted shall accompany invoice. Shipment will be the most direct method and at the most economical price to UOSA.
15. Vendors and contractors providing goods to UOSA under this Order warrant to UOSA that the items furnished comply with the applicable standards established by the following acts, agencies, or certifying organizations, for normal use in industrial applications: Occupational Health and Safety Agency (OSHA), Food and Drug Administration (FDA), Consumer Products Safety Agency (CPSA), Nuclear Regulatory Commission (NRC), Virginia Bureau of Radiological Health (VBRH), Underwriters Laboratory (UL), Building Officials Code Administration (BOCA), National Fire Prevention Association (NFPA), National Electrical Code (NEC), Compressed Gas Association (CGA), American National Standards Institute (ANSI), American Society for Testing and Materials (ASTM), American Welding Society (AWS), and the American Petroleum Institute (API).
16. The contractor agrees to indemnify, defend and hold harmless UOSA, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless UOSA, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
17. Non-Indemnification. Virginia is a Dillon Rule State. Unless specifically permitted by statute, indemnification or attempts to have UOSA "hold harmless" others are invalid and unenforceable or an impermissible waiver of the UOSA's sovereign immunity which may create potential future debt in violation of Virginia Constitutional and statutory requirements. **The Upper Occoquan Service Authority does not waive its sovereign immunity.**
18. Claims: Contractual claims, whether for money or other relief, shall be submitted in writing to the UOSA Purchasing Agent/Manager sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment (Code of Virginia, Section 2.2-4363). A contractor may not institute legal action prior to receipt of the Purchasing Agent/Manager's decision on the claim, unless that office fails to render such decision within thirty days. The decision of the Purchasing Agent/Manager shall be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in the Code of Virginia, Section 2.2-4364.
19. Drug-Free Workplace: In every contract over \$10,000 the following provisions apply: During the performance of this contract, 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 notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) 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 subcontractor or vendor. A "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor the employees of whom 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.
20. Payment to Subcontractors
 - A. The contractor shall take one of the two following actions within seven days after receipt of amounts paid to the contractor by UOSA work performed by the subcontractor under this contract: (i.) Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under this contract; or (ii.) Notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
 - B. Individual contractors shall include their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification numbers on any invoice submitted to UOSA.
 - C. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the state agency or agency of local government for work performed by the subcontractor under this contract, except for amounts withheld as allowed in section A.
 - D. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
 - E. A contractor's obligation to pay an interest charge to a subcontractor pursuant to this payment clause shall not be construed to be an obligation of UOSA. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
21. During the performance of this contract, the contractor agrees as follows:
 - A. The contractor 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 contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs A, B and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.