

## FAIRFAX COUNTY QUICK QUOTE TERMS AND CONDITIONS

These terms and conditions are applied to your response and incorporated by reference in the Fairfax County purchase order (to include p-card orders), unless otherwise modified in writing on the purchase order.

1. **APPLICABLE LAWS:** This order is subject to the laws of the Commonwealth of Virginia and the *Fairfax County Purchasing Resolution*. The Fairfax County General Terms and Conditions are applicable to this order <https://www.fairfaxcounty.gov/procurement/general-conditions>.
2. **QUOTATION LIMITATION:** Bidders shall offer only ONE ITEM AND PRICE for each line item bid. No alternatives will be accepted, unless requested by the County. If an "or equal" item is to be bid, the bidder must select the brand and model that meets or exceeds the specified item and submit their bid for that item. A discount price offered for a quantity purchase of the same manufacturer and model would not be considered a limitation; however, only the unit price requested will be considered in award.
3. **PRODUCT INFORMATION:** The bidder is responsible for clearly and specifically identifying the product being offered and enclosing complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the County to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered non-responsive.
4. **BID EVALUATION/CONTRACT AWARD:** All items listed in this solicitation will be awarded to the lowest responsive responsible bidder meeting specifications. The County reserves the right to award the contract in the aggregate, by line item, by section or by manufacturer, based on the best interest of the County.
5. **METHOD OF ORDERING:** The County may use two (2) different methods of placing orders from the final contract: Purchase Orders (PO's) and approved County procurement cards. A Purchase Order (PO) may be issued to the Contractor on behalf of the County agency ordering the items/services covered under this contract. An issued PO will become part of the resulting contract. The purchase order indicates that sufficient funds have been obligated as required by Title 15.2-1238 of the Code of the Commonwealth of Virginia. Procurement Card orders and payments may also be made by the use of a Fairfax County or Fairfax County Public Schools "Procurement" Card. The Procurement card is currently a MasterCard. Contractors are encouraged to accept this method of receiving orders. Regardless of the method of ordering used, solely the contract and any modification determine performance time and dates. Performance under this contract is not to begin until receipt of the purchase order, Procurement Card order, or other notification to proceed by the County Purchasing Agent and/or County agency to proceed. Purchase requisitions shall not be used for placing orders.
6. **DELIVERY DATE:** Shipment must be made by date specified. Please advise Contact on purchase order if shipment cannot be made as specified.
7. **PACKING SLIP:** A packing list or delivery ticket must be furnished with each shipment indicating the Purchase Order number (or other order reference), vendor name, item description, quantity ordered, and quantity shipped.
8. **CHANGES IN PURCHASE ORDER:** No changes or substitutions may be made in any of the provisions of this order without prior approval of the Contact on purchase order. If approved, a Change Order will then be issued.
9. **PRICES / PROMPT PAYMENT:** This order is acceptable only at prices stated. 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. No tax shall be included, except as provided in this order.
10. **TAXES:** Fairfax County is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Federal Excise Tax Exemption Number is 54-74-012K. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling 703-324-3206.
11. **INVOICES / PAYMENTS:**
  - a. Vendor will render invoices as per specific instructions embodied in this order. Purchase Order number (PO number) issued by the County must be referenced on all invoices, packages or correspondence.
  - b. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.
  - c. Address inquiries concerning the payment of invoices to:
    1. For Public School Invoices / Payments – contact: Department of Financial Services, 571-423-3636.
    2. For County Department Invoices / Payments – contact: Department of Finance, 703-324-2530.
12. **CONTRACTUAL DISPUTES:** Any dispute concerning a question of fact as a result of this contract which is not disposed of by agreement shall be decided by the County Purchasing Agent, in accordance with Article 4, Section 5 of the Fairfax County Purchasing Resolution.
13. **INDEMNITY:** Contractor shall indemnify, keep and save harmless the County, its agents, officials, employees and volunteers against any claims, damages, and actions of any kind or nature, whether at law or in equity, which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused

through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own 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 in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

14. **INSURANCE:** In the absence of other contractual terms, for work performed on Fairfax County owned or leased facilities or property, the Contractor shall maintain at a minimum, the following insurance coverages: Worker's Compensation - statutory requirements and benefits; Employer's Liability - \$100,000; Commercial General Liability - \$1,000,000 combined single limit; Automobile Liability - \$1,000,000 combined single limit.
15. **NONDISCRIMINATION:** Vendors must comply with the employment non-discrimination provisions of the Fairfax County Purchasing Resolution, Article 2, Section 4. C.