



Prince William County, Virginia
Tax ID - 54-6001531
PURCHASE ORDER

Supplier: 5017867
KONNECH INC
4211 OKEMOS ROAD
OKEMOS, MI 48864
United States
Supplier Contact: LAURA POTTER
517-381-1830
LAURA@KONNECH.COM

Bill To: Voter Registration & Elections
9250 Lee Avenue, MA235
Manassas, VA 20110
United States

Description: PollChief 2018/2019 annual license fee hosting & support fee
based on RFP 12014
Note to Supplier: PollChief 2018/2019 annual license fee hosting & support fee
based on RFP 12014

Type	Exempt Purchase Order
Order Number	5039408
Revision	0
Revision Date	
Order Date	19-SEP-2018
Buyer	CROFT, MICHELLE
Buyer Email	MCROFT@PWCGOV.ORG
Payment Terms	Net 30
FOB	DESTINATION

Line	Category	Line Description																		
1	9634500	PollChief 2018/2019 annual license fee																		
<table><tr><th>Schedule</th><th>Need by Date</th><th>Quantity</th><th>UOM</th><th>Unit Price</th><th>Amount</th></tr><tr><td>1</td><td>28-SEP-2018</td><td></td><td>Dollar</td><td>\$37500</td><td>\$37,500.00</td></tr><tr><td colspan="2">Deliver To:</td><td colspan="4">Voter Registration & Elections, 9250 Lee Avenue, MA235, Manassas, VA 20110</td></tr></table>			Schedule	Need by Date	Quantity	UOM	Unit Price	Amount	1	28-SEP-2018		Dollar	\$37500	\$37,500.00	Deliver To:		Voter Registration & Elections, 9250 Lee Avenue, MA235, Manassas, VA 20110			
Schedule	Need by Date	Quantity	UOM	Unit Price	Amount															
1	28-SEP-2018		Dollar	\$37500	\$37,500.00															
Deliver To:		Voter Registration & Elections, 9250 Lee Avenue, MA235, Manassas, VA 20110																		
Requester:																				
Note to Supplier:																				
Total:		\$37,500.00																		

Note: All prices and amounts on this order are expressed in USD
See attached Purchase Order Terms and Conditions
Reference order number on all invoices, packing slips, and delivery tickets

approved mlw
9/19/2018
Purchasing Manager

53401

entered into, then the County may terminate the Purchase Order upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this section, the County shall be liable only for payments due through the date of termination.

16. Employment Discrimination for Purchase Orders over \$10,000.00
 - A. During the performance of this Purchase Order, 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 any 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 provision 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.
 - B. The Contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or Purchase Order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or Contractor.
17. Drug-free Workplace to be Maintained by Contractor for Purchase Orders over \$10,000.00. During the performance of this 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 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 \$10,000.00, so that the provisions will be binding upon each subcontractor or Contractor. For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Purchase Order awarded to a Contractor in accordance with this chapter, 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 Purchase Order.
18. Claims/Disputes - In accordance with Section 2.2-4363, VA Code Ann., this provision shall be followed for consideration and handling of all claims by the Contractor under this Purchase Order. Section 2.2-4365, VA Code Ann., is not applicable to this Purchase Order, and under no circumstances is this paragraph to be construed as an administrative appeals procedure governed by Section 2.2-4365, VA Code Ann. Notice of the intent to submit a claim setting forth the bases for any claim shall be submitted in writing within ten (10) days after the occurrence of the event giving rise to the claim, or within ten (10) days of discovering the condition giving rise to the claim, whichever is later. In no event shall any claim arising out of this Purchase Order be filed after the submission of the request for Final Payment by the Contractor. Claims by the Contractor with respect to this Purchase Order shall be submitted in writing in the first instance for consideration by the Contract Administrator. The decision of the Contract Administrator shall be rendered in writing within forty-five (45) days from the receipt of the claim from the Contractor. If the Contractor is not satisfied with the decision or resolution of the Contract Administrator, the Contractor may file a formal dispute with regards to the claim with the Prince William County Director of Finance, which claim shall be received within thirty (30) days of the date of decision of the Contract Administrator. The Director of Finance shall reduce his or her decision to writing and shall mail or otherwise furnish a copy of this decision to the Contractor within forty-five (45) days of the receipt of the claim from the Contractor. The decision of the Director of Finance shall be final on behalf of Prince William County unless the Contractor submits the claim to the County Executive within thirty (30) days of the Director of Finance's decision. The Contractor may submit the claim to the County Executive by mailing or otherwise furnishing the Purchasing Manager a copy of the claim and a request for the County Executive's determination. The County Executive's decision on the claim shall be rendered in writing to the Contractor within forty-five (45) days of the Purchasing Manager's receipt of the request from the Contractor, and shall be final and binding on behalf of Prince William County, unless the Contractor submits the claim for determination by the Board of County Supervisors of Prince William County (the Board) within thirty (30) days of the County Executive's decision. Claims are submitted to the Board by mailing or otherwise furnishing the Purchasing Manager a copy of the claim, along with the request for determination by the Board. The Board shall consider the claim and render a decision within forty-five (45) days of the date on which the Board hears the claim in open meeting. The Board's procedure in considering claims under this Purchase Order shall be the same as that for other decisions of the Board on claims made under Section 15.2-1245, et seq., VA Code Ann. The decision of the Board shall be final. Should any decision-maker designated under this procedure fail to make a decision within the time-period specified, then the claim is deemed to have been denied by the decision-maker. Pending a final determination of a claim, the Contractor shall proceed diligently with the performance of the Work under the Purchase Order. In accordance with the provisions of Section 2.2-4363, VA Code Ann., full compliance with the above procedure shall be a precondition to the filing of any lawsuit by the Contractor against the Board arising out of this Purchase Order.
19. Hold Harmless - The Contractor hereby agrees to indemnify, defend at its own expense, and hold harmless Prince William County, Virginia, its officers, agents and all employees and volunteers, from any and all claims for property damage, bodily injuries, and personal injuries to the public, including the cost of investigation, all reasonable attorney's fees, and the cost of appeals arising out of any such claims or suits, because of any and all acts of omission or commission of the Contractor, including its agents, subcontractors, employees, and volunteers, in connection with work under this Purchase Order. It is understood and agreed that the Contractor is at all times herein acting as an independent contractor.
20. Prince William County Government does not discriminate against faith-based organizations in procuring goods or services.
21. Governing Law and Choice of Forum - This Contract and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Contract, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, Alexandria Division, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country, or other jurisdiction.
22. This Purchase Order is issued in accordance with Prince William County Purchasing Regulations. Any questions regarding this purchase should be directed to the County Purchasing Manager (703) 792-6770.