

THE COUNTY BOARD OF ARLINGTON

## **Purchase Order**

Arlington County Virginia 2100 Clarendon Blvd, Suite 500 Arlington, Virginia 22201

## GENERAL TERMS AND CONDITIONS OF PURCHASE ORDER This Agreement supersedes the Terms and Conditions automatically attached to the County's Purchase Order

- I. <u>Definition:</u> As used in this Purchase Order, the term "Supplier" shall include all Contractors, Vendors, Service Providers, and any other party who provides goods or services to County for remuneration.
- 2. <u>Hold Harmless:</u> By accepting this Order, the Supplier agrees to be responsible for all claims, losses, damages, or expenses made against the County, or which the County may incur which arise from the negligent acts or willful misconduct of Supplier or its employees, unless such claims, losses, damages or expenses arise from the negligent acts or willful misconduct of the County. The County is prohibited from indemnifying Supplier and/or any other third parties
- 3. <u>Delivery Failure:</u> Should shipment of any part of this Order or performance of service be delayed beyond the time specified herein, or if no time is specified, then beyond a reasonable time; or if any article or service should fail to comply with specifications or scope of services, the County has the right to purchase such articles or services at the current market price for immediate delivery or performance.
- 4. <u>Inspection:</u> As applicable, equipment, materials, and/or supplies delivered on this Order shall be subject to inspection and testing upon receipt and if rejected shall remain the property of the Supplier.
- 5. <u>No Waiver:</u> The failure of either party to exercise in any respect a right provided for in this Purchase Order shall not be deemed a subsequent waiver of the same right or any other right.
- 6. <u>Nonexclusivity of Remedies:</u> All remedies available to the County under this Purchase Order are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.
- 7. <u>Business. Professional and Occupational License Reguirement:</u> In accepting this Order, the Supplier agrees to conform to local business license tax liabilities where applicable.
- 8. <u>Applicable Laws/Forum:</u> This Purchase Order shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Arlington. Contractor expressly waives any objection to venue or jurisdiction of the Arlington County Circuit Court, Arlington County, Virginia. Contractor expressly consents to waiver of service of process in an action pending in the Arlington County Circuit Court pursuant to Virginia Code Section 8.01-286.1.
- 9. <u>Severability</u>: The phrases, clauses, sentences and paragraphs of this Purchase Order are severable, and if any phrase, clause, sentence or paragraph of this Purchase Order shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and paragraphs of this Purchase Order.
- 10. Non-discrimination Notice: Arlington County does not discriminate against faith-based organizations.
- 11. <u>Immigration Reform and Control Act of 1986</u>: In accepting this Purchase Order, the Contractor certifies that it does not and will not during the performance of its duties under this Purchase Order violate the provisions of the Federal Immigration Reform and Control Act of I 986, which prohibits employment of illegal aliens.
- 12. <u>Confidential Information</u>: The Supplier, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of meeting its obligations under this Purchase Order. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Supplier shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.
- 13. In the event of any conflict between the terms of this Purchase Order and the terms of any executed agreement between the County and the Supplier ("Main Agreement"), the terms of the Main Agreement shall prevail.

COUNTY, VIRGINIA	
DocuSigned by:	DocuSigned by:
AUTHORIZED Laylin Schriber	AUTHORIZED Rebetta Seger SIGNATURE:
2513E5602A3A4DE	SIGNATURE: 4002229FC1A0400
NAME: Kaylin Schreiber	NAME: Rebecca Seger
TITLE: Procurement Officer	TITLE: VP, Institutional Participation

**JSTOR** 



DATE:\_1/6/2023

# **Purchase Order**

Arlington County Virginia 2100 Clarendon Blvd, Suite 500 Arlington, Virginia 22201

DATE: \_\_\_\_\_3/16/2023

# JSTOR® INSTITUTIONAL PARTICIPATION AGREEMENT

Please type or print clearly: Licensee (Institution) Name: County Vo	verd of Arlington County, VA for Arlington Public Libraries
Licensee Address: 2100 Clarendon 1	Blud, Arlington, VA ZZZOI
Agreement Date: 1/5/23	(1) (2)
LICENSEE CONTACT INFORMATION Please y remains current by providing regular updates.	fill out the information below and ensure this information
Licensee Primary Contact: (responsible for overseeing participation) Attn: Peter Petrosw Address: 1015 N Quincy St Acting to 1, VA 222011	Licensee Technical Contact:  (responsible for providing authentication information)  Attn: Clara Brown  Address: A-lingten fullic Library  1015 N Quincy St  Arlington, VA 22201
Telephone: 703-228-6339  Facsimile: 703-228-7720  E-Mail: Pretrust Oarlington to 100	Telephone: 703-228-5997  Facsimile: 703-228-7720  E-Mail: CRBrown arl 12 tora. VS
Licensee Billing/Invoicing Contact: (if different from Primary Contact) Attn: Address:	Authentication, Authorization, Proxy Server, and Campus/Site Information: See Attached Form Licensee VAT Registration Number or sales tax exemption
Telephone: Facsimile: E-Mail:	number (please provide tax exempt authorization document), if applicable: 57-600-1123
Use, available at <a href="http://about.jstor.org/terms">http://about.jstor.org/product-and-payment-terms</a> any JSTOR titles and collections Licensee may ore Licensee. Licensee acknowledges JSTOR may susviolate these terms. Where applicable, this Agree	Participation Agreement, the Terms and Conditions of the applicable Product and Payment Terms, available at s, each incorporated by reference into this Agreement for der now or in the future as reflected in invoice(s) to pend or terminate its access if it, or its Authorized Users, ment supersedes any and all prior agreements between the d to execute and accept the terms of this document via be binding. Licensee may contact JSTOR at
the Agreement Date, and assuming the availability	year from the first day of the calendar year that follows y of funding, this Agreement shall renew for successive one party by written notice not less than ninety (90) days prior
SIGNED BY: NAME: Kaylin Schreiber TITLE: procurement Officer DATE: 1/6/2023	BY:  RUMUA SURV  NAME: Rebecceatseger  TITLE: VP, Institutional Participation  3/16/2023

### AUTHENTICATION, AUTHORIZATION, PROXY SERVER, AND CAMPUS/SITE INFORMATION

Licensee: County Band of Arlington County, VA for Arlington County Department of Librarie	3
Please fill out the information below and ensure this information remains current by providing regular updates.	
Multiple Campuses or Sites  If this license is to cover multiple campuses or sites, please list them below. Please be aware that the Licensee is generally understood to be a single institution, which may consist of multiple campuses or sites (such medical or	

other professional schools). JSTOR reserves the right at its discretion to assess additional fees or require separate Institutional Participation Agreements for certain campuses or sites or for distance education programs. In the case of a statewide university system consisting of multiple universities, each university typically would be considered a

separate licensing institution.

## IP Information (addresses or domain ranges for computers on your campus(es)):

This Agreement is intended to cover all departments and professional schools of Licensee identified above as of the date of this Agreement. Therefore, please include IP information covering the entire Licensee. IP address included should pertain only to Licensee. If IP information is not available upon completing this Agreement, JSTOR User Services staff will contact the Licensee Technical Contact listed on page 1 to obtain the information and initiate access. JSTOR reserves the right to delay access or cancel this Agreement if adequate IP information is not provided. Please attach a separate sheet if you need more space.

Shibboleth Authentication Information, if applicable. Please provide us with regular updates to this information

Are you planning to access JSTOR through your institutional Shibboleth account?	Yes	No X
If yes, which Federation (or Federations) is your institution a member of?		
Please list the campuses (if more then one) currently covered by your Identity Provider		

JSTOR User Services will contact the Licensee Technical Contact for additional Shibboleth configuration details

### Proxy Server Information (Optional) Please provide us with regular updates to this information

Are you currently using a proxy server to provide access to restricted resources?	Yes 🗶 No
If yes, please provide the IP Information of the proxy server:	158.59.83.43 EZProxy
If yes, please also provide the URL of the webpage that offers information about how use use the proxy:	,
Do you have plans to use a proxy server or add additional proxy servers in the future?	Yes No X
Do you provide to users any other means of access to restricted resources from machines outside of your campus IP domain?	Yes No X