

PURCHASE ORDER TERMS AND AGREEMENT

1. Definitions.

ACPS – Alexandria City Public Schools, Alexandria Virginia (sometimes also referred to as Buyer).

Items – All materials, goods, components, end products, data (including electronic data), work, and/or services described in and/or called for by the Purchase Order.

Purchase Order or Order or Service Contract – The Purchase Order, Service Contract or other document (which can include an electronic document) issued by ACPS to obtain the items identified in such document.

Vendor – The person or entity to which the Purchase Order is directed and who will provide the items identified therein (sometimes also referred to as Seller).

2. Invoicing.

All invoices shall be sent to cipinvoices@acps.k12.va.us. All correct and approved invoices shall be paid within forty-five (45) days of acceptance, or per the terms of your negotiated master agreement.

3. Termination for Default and Convenience.

If Vendor refuses or fails to perform any of the terms of this Purchase Order, including poor services, work, or materials, ACPS may, by written notice to Vendor, terminate this Purchase Order, in whole or in part. In addition to any right to terminate, ACPS may enforce any remedy available at law or in equity in connection with such default, and Vendor shall be liable for all damages to ACPS resulting from Vendor's default. ACPS further reserves the right to obtain immediately such items from other vendors in the event of Vendor's default. Furthermore, ACPS may reject any items that do not comply with the requirements of this Purchase Order and any such items may be returned to Vendor at Vendor's sole cost and risk of loss.

ACPS may also terminate this Purchase Order for convenience by giving written notice to Vendor at least 15 days prior to the effective date of cancellation. Any such termination shall be without liability of any type to ACPS except for payment for completed items delivered or services rendered to and accepted by ACPS.

ACPS may exercise ACPS's right of setoff as to any amounts ACPS may owe the Vendor. ACPS may require Vendor to transfer title and deliver to ACPS any or all items produced or procured by Vendor for performance of the work terminated.

4. Changes By Vendor.

No changes, deletions or additions may be made by the Vendor to this Purchase Order, including the terms and conditions, without the express written approval of ACPS.

5. Payment.

The price(s) to be paid the Vendor shall be the current price(s) as stated on this Purchase Order. Unless otherwise stated in this Purchase Order, the price(s) shall

include charges such as packaging, shipping, duties, customs, tariffs and government imposed surcharges.

6. **Sales Tax Exemption.**

ACPS is exempt from payment of State Sales and Use Tax on all tangible personal property purchased or leased for ACPS's use or consumption. The Virginia Sales and Use Tax Certificate of Exemption number is 217-074292-9.

7. **Free on Board (F.O.B.), Risk of Loss, and Title.**

All prices are to be quoted F.O.B. Destination. The risk of loss from any casualty, regardless of cause, shall be on the Vendor until the items have been delivered to the place specified in the Purchase Order and accepted by ACPS.

8. **Inspection.**

ACPS shall have a reasonable time after receipt of items and before payment to inspect all items for conformity to this Purchase Order.

9. **Insurance.**

Vendor, and any of its subcontractors, shall, at its sole expense, obtain and maintain during the term of this Purchase Order the insurance policies and/or bonds, if any, that may be required by this Purchase Order.

10. **Warranty.**

Vendor hereby warrants that all items and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other description furnished by ACPS and shall be merchantable, of good material and workmanship, and free from any defects. Vendor also warrants good title to and freedom from any encumbrances for all items and warrants against any infringement. Acceptance by Vendor may not exclude any warranty. If this Purchase Order is for services, Vendor warrants that the services shall be completed in a professional, good and workmanlike manner, with the degree of skill and care that is required by like vendors in Virginia.

11. **Nondiscrimination.**

Vendor shall comply with the nondiscrimination provisions of Section 2.2-4311 of the Code of Virginia, which are incorporated herein by reference.

12. **Drug-Free Workplace.**

Vendor shall comply with the drug-free workplace provisions of Section 2.2-4312 of the Code of Virginia, which are incorporated herein by reference.

13. **Faith-Based Organizations.**

Pursuant to the Code of Virginia, Section 2.2-4343.1, be advised that ACPS does not discriminate against faith-based organizations.

14. **Assignment.**

Vendor may not assign or transfer this Purchase Order in whole or in part except with the prior written consent of ACPS, which consent shall not be unreasonably withheld.

15. **Successors and Assigns.**

The terms, conditions, provisions, and undertakings of this Purchase Order shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

16. **Indemnification.**

Vendor agrees to indemnify and hold harmless ACPS and its officers, agents, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney's fees, resulting from or arising out of Vendor's or its employees, agents, or subcontractors actions, activities, or omissions, arising in any way out of or resulting from any of the work or items to be provided under this Purchase Order.

17. **Governing Law and Forum Selection.**

By virtue of entering into this Purchase Order, Vendor submits itself to a court of competent jurisdiction in Alexandria, VA and further agrees that this Purchase Order is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

18. **Acceptance – Entire Agreement - Modification.**

Acceptance of this Purchase Order shall be limited to the terms and conditions, but such Terms and Conditions may be changed, added to, deleted, or modified as may be agreed to between ACPS and the Contractor contained herein and/or incorporated herein by reference. This Purchase Order shall be deemed accepted upon the commencement of performance by the Vendor. ACPS rejects any additional and/or inconsistent terms and conditions offered by Vendor at any time and irrespective of ACPS's acceptance of or payment for Vendor's items.