

## Purchase Order Terms and Conditions

1. **APPLICABLE LAWS:** This order is subject to the laws of the Commonwealth of Virginia and the Frederick County Public Schools' Purchasing Policies (720P, 720R-A, 720R-B).
2. **DELIVERY DATE:** Shipment must be made by date specified. Please advise Contact on Purchase Order if shipment cannot be made as specified.
3. **PACKING LIST / DELIVERY TICKET:** A packing list or delivery ticket must be furnished with each shipment indicating the Purchase Order number, vendor name, item description, quantity ordered, and quantity shipped.
4. **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.
5. **PRICES / PROMPT PAYMENT:** This order is acceptable only at prices stated. In the absence of other contractual terms, payment shall be due 45 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 charges for shipping shall be included, except as provided in this order.
6. **TAXES:** Frederick County Public Schools is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Federal Tax I.D. Number is 54-6001292. The Commonwealth of Virginia Sales and Use Tax Certificate may be obtained by calling the Finance Department at 540-662-3888.
7. **INVOICES / PAYMENTS:**
  - a. Vendor will render invoices as per specific instructions embodied in this order. Purchase Order number (PO number) issued by the School District must be referenced on all invoices, packages or correspondence.
  - b. Never include on one invoice, goods purchased on more than one Purchase Order. Each Purchase Order must be invoiced separately.
  - c. Address inquiries concerning the payment of invoices to Accounts Payable, 540-662-3888.
8. **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 Executive Director of Finance, in accordance with 720R-A.
9. **INDEMNITY:** Contractor shall indemnify, keep and save harmless the School District, 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 School District 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 School District in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.
10. **INSURANCE:** Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of any resulting contract. Additionally, it will maintain these during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, FCPS reserves the right to require the Contractor to furnish certificates of insurance for the coverage required by FCPS and the Commonwealth as indicated below:

Insurance Coverage and Limits Required:

  1. Worker's Compensation - Statutory requirements and benefits.
  2. Employers Liability - \$100,000.
  3. General Liability - \$500,000 combined single limit with FCPS named as additional insured with respect to the services being procured. This coverage is to include Premises/Operations Liability, Products, and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
  4. Automobile Liability - \$500,000.
11. **FORCE MAJURE:** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy.
12. **NON-DISCRIMINATION:** Frederick County Public Schools does not discriminate against a bidder or offeror or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity in accordance with the Code of Virginia, § 2.2-4310 and § 2.2-4343.1 or any other Commonwealth law.
13. **IMMIGRATION REFORM AND CONTROL ACT:** Contractor certifies that it does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
14. **DRUG FREE WORKPLACE:** 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; (iv) include the provisions of the foregoing clauses in every subcontract or Purchase Order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug free workplace" means a site for the performance of work done in connection with a specific contract 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 contract.