

## PURCHASE ORDER TERMS AND CONDITIONS

1. **Offer/Acceptance:** This Purchase Order (PO) is a contractual agreement and shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia and the Manassas City Public Schools (MCPS) Purchasing Policy.
2. **Electronic Signature:** It is the policy of MCPS to electronically approve and issue all purchase orders. Original signature may be provided upon request.
3. **PO Number:** The vendor must indicate the purchase order number on all related invoices, delivery tickets, bills of lading, packages and/or other correspondence.
4. **Changes:** No substitution, change or deviation shall be made without an authorized purchase order change issued by MCPS.
5. **Delivery:** Unless otherwise agreed upon, all shipments require "Inside Delivery" and prices are net F.O.B. Destination. If freight or express charges are allowed such charges shall be added to invoice and the original bill of lading, properly receipted, shall accompany invoice.
6. **Invoices and Prompt Payment:** A separate invoice for this purchase order, or for each shipment, shall be rendered upon delivery. Invoices must be submitted directly to the school/department as shown in the "Bill To" address shown on the PO. The required payment date shall be either: (i) the date on which payment is due under the terms of the contract for the provision of the goods or service; or (ii) if a date is not established by contract, not more than 45 days after goods or services are received or not more than 45 days after the invoice is rendered, whichever is later.
7. **Taxes:** MCPS is a governmental entity and exempt from State Sales and Use Tax. Our Federal EIN is #54-1207347. Form ST-12 will be provided upon request. Deliveries must be free of Federal Excise or transportation taxes.
8. **Safety Information:** Vendors must provide current Material Safety Data Sheet (MSDS) on each product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200 to the "Ship To" address.
9. **Warranties:** The Seller warrants the goods delivered are free of all encumbrances, conform to the specification, newly manufactured, and are free of defect in design, workmanship and material.
10. **Failure to Deliver:** In case of default by the successful bidder or failure to deliver the supplies or services ordered by the time specified, MCPS after due written notice, may procure such from other sources and hold the vendor responsible for any excess costs. Repeated failures to fulfill contract may be cause for debarment.
11. **Insurance:** Vendors performing work on MCPS owned or leased facilities or property shall, during the term of the contract, maintain at a minimum: Worker's compensation- statutory requirements and benefits; Employer's liability- \$100,000; Commercial General Liability & Automobile- \$1,000,000 single limit.
12. **Inspection and Testing:** MCPS reserves the right to inspect services at all reasonable times and places. If any of the services do not conform to the requirements, MCPS may require the vendor to perform the services again in conformity and at no cost. When defects in the quality or quantity or quality of service cannot be corrected by re-performance, MCPS may (1) require the vendor to take necessary action to ensure that the future performance conforms to the PO requirements and (2) equitably reduce the payment due the vendor to reflect the reduced value of the services performed. These remedies, in no way limit the remedies available to MCPS, in the termination provisions of this PO or remedies otherwise available by law.
13. **Rejection of Goods:** MCPS may reject goods if the goods fail in any respect to conform to the specifications and terms of the agreement. If rejected, the good shall remain the property of the vendor and shall be returned at vendor cost.
14. **Disputes:** All disputes shall be submitted to the Purchasing Agent and handled in accordance with policy.
15. **Indemnity:** Contractor shall indemnify, keep and hold harmless MCPS, its agents, officials, employees and volunteers against any claims, damages and actions of any kind or nature arising out of this purchase.
16. **Virginia Public Procurement Act:** When doing business with MCPS, the Virginia Public Procurement Act (VPPA), Code of Virginia 2.2-4300 et seq. shall apply, to the extent applicable to the circumstances:
  - Equal Opportunity Employment
  - Drug-Free Workplace
  - Certifications Regarding Felons and Sex Offenders
  - No Employment of Unauthorized Aliens
  - Statement of Nondiscrimination Against Faith-Based Organizations
  - Prompt Payment Requirements
  - Authorization to Conduct Business in Virginia
17. **Non-Discrimination:** Manassas City Public School does not discriminate on the basis of race, religion, color, sex, national origin, age, disability, faith-based organizations or any other basis prohibited by state law.
18. **Acknowledgement:** Fulfillment of this Purchase Order constitutes acknowledgement of these terms and conditions and agreement to abide by all provisions contained herein.