



STAFFORDCOUNTYPUBLICSCHOOLS
PURCHASEORDERTERMS&CONDITIONS

1. By accepting and performing a Stafford County Public School's (Stafford Schools) purchase order, the vendor agrees that the order is subject to Stafford Schools' Purchase Order Terms and Conditions as follows, any Terms and Conditions set forth in the applicable solicitation (competitive sealed bidding and negotiations transactions) or request for quotations (small purchase transactions) and any Terms and Conditions added or otherwise incorporated by reference within a written contract of the parties. By accepting and performing this order, the vendor further agrees that the price includes shipping FOB destination unless otherwise stated herein.
2. This purchase order is subject to the laws of the Commonwealth of Virginia and the procurement policies and regulations of Stafford County Public Schools (Stafford Schools), as amended, and shall take precedence over any other contract document.
3. Goods or services delivered must be strictly in accordance with the referenced quote, proposal, bid or contract and shall not deviate in any way from terms, conditions or specifications of the bid or proposal. All goods and services shall comply with reasonable standards of quality if no specifications have been provided and they must comply with all federal, state, and local laws relative thereto. Stafford Schools reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. If rejected, same shall remain the property of the contractor, vendor, or supplier (collectively, the "Contractor").
4. All prices, unless specified otherwise, are net F.O.B. Destination with transportation charges prepaid. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany the invoice. All charges must be prepaid. Stafford Schools will not pay transportation charges unless the Contractor received prior approval from the purchasing agent.
5. All goods or services provided under a purchase order and/or any contract shall be billed by the Contractor at the contract price, regardless of which Stafford Schools using department is being billed.
6. The Contractor must indicate this purchase order and or/ any contract number on all related invoices, delivery tickets, bills of lading, packages and/or correspondence. All invoices shall be in the same legal name of the Contractor as indicated on this purchase order.
7. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on this purchase order and/or any contract. All invoices shall show the Stafford Schools' contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
8. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. All payment terms shall be

due 30 days after receipt and approval of proper invoice, or materials/services, whichever is later.

9. The Contractor is obligated to pay Subcontractor under this purchase order and/or any contract as required by Virginia Code § 2.2-4354, as amended, and said requirements are incorporated herein as if stated in their entirety.
10. No substitution, change or deviation shall be made without an authorized change order or contract amendment issued by Stafford Schools.
11. In case of default by the Contractor, or the failure to deliver the supplies or services ordered by the time specified, Stafford Schools after due written or oral notice, may procure such from other sources and hold the vendor responsible for any excess cost occasioned thereby.
12. Stafford Schools may terminate this Contract at any time, for any reason or for no reason, upon thirty days' advance written notice to the Contractor. In the event of such termination the Contractor shall be compensated for services and work performed prior to termination.
13. Any Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership (collectively referred to as "business entity") shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a purchase order and/or any contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or canceled at any time during the term of this purchase order and/or any contract. A public body may void any purchase order and/or any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
14. Stafford Schools is exempt from State sales and use tax, a certificate of exemption from ST-12 will be issued upon request. Deliveries against this purchase order must be free of excise or transportation taxes. Federal Excise Tax exemption registration may be used when required.
15. Contractor shall indemnify, keep and save harmless Stafford Schools, 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 Stafford Schools in consequence of the granting of a contract and/or purchase order 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/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 Sta in any such action, the Contractor shall, at his/ her own expense, satisfy and discharge the same.
16. In the absence of other contractual terms, for work performed on Stafford Schools-owned or leased facilities or property, the Contractor shall maintain at a minimum, the following insurance coverages: Workers Compensation - statutory requirements and benefits; Employer's Liability - \$100,000; Commercial General Liability - \$2,000,000 combined single limit; Automobile Liability - \$2,000,000 combined single limit.
17. In accordance with Virginia Code § 22.1-296.1, as amended, if the Contractor will have direct contact with students on Stafford Schools property during either regular school hours or school-sponsored activities, the Contractor must provide certification that all persons who will provide such services have not been convicted of a felony or any offense

- involving the sexual molestation or physical or sexual abuse or rape of a child, or the solicitation of any such offense. This requirement does not apply to Contractor or Contractor's employees providing services in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or his employees will have no direct contact with students.
18. The parties agree that under applicable law Stafford Schools cannot indemnify or defend the Contractor. To the extent any promise or term contained in any of Contractor's contract documents, including any exhibits, attachments, or other documents incorporated by reference therein, includes an indemnification or obligation to defend by Stafford Schools, that promise or term is stricken and of no effect.
 19. Contractor agrees to allow Stafford Schools to have access to and the right to examine and copy pertinent books, papers, and records of the Supplier involving transactions related to this purchase order and/or any related contract for five years after the final payment of this purchase order and/or contract, and require a provision in any subcontract for more than \$10,000 entered into as a result of this purchase order and/or any related contract to permit the same. Records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this purchase order, contract and/or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.
 20. Any dispute concerning a question of fact as a result of this purchase order and/or any related contract which is not disposed of by agreement shall be decided by Stafford Schools Superintendent, in accordance with Virginia Code § 2.2-4363(C).
 21. Stafford Schools does not discriminate against faith-based organizations, in accordance with the Code of Virginia, § 2.2-4343.1, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment in the performance of its procurement activity.
 22. Contractor certifies that it does not, and shall not during the performance of this purchase order and/or any related contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
 23. During the performance of any Stafford Schools purchase order and/or contract over \$10,000, the Contractor agrees to maintain a drug-free workplace in accordance with Virginia Code § 2.2-4312, as amended, said requirements are incorporated herein as if stated in their entirety.
 24. During the performance of any Stafford Schools purchase order and/or contract over \$10,000, the Contractor agrees to not discriminate against the Contractor's employees or applicants for employment in accordance with the requirements of Virginia Code § 2.2-4311, as amended, said requirements are incorporated herein as if stated in their entirety.
 25. By submitting a quote, bid, or proposal, the Contractor certifies that their quote, bid, or proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor or subcontractor in connection with their quote, bid, or proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
 26. All information technology, which is purchased or upgraded by Stafford Schools under any Stafford Schools purchase order and/or contract must comply with the access

standards required in Virginia Code § 2.2- 3502, as amended, said requirements are incorporated herein as if stated in their entirety.

27. This purchase order and/or any related contract and its terms, including but not limited to, the parties' obligations, the performance due, and the remedies available to each party, are governed, construed, and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to principles of conflicts of laws. Any and all disputes, claims, and causes of action arising out of or in any way connected with this purchase order and/or any related contract or its performance must be brought in the applicable court of Stafford County, Virginia or in the United States District Court for the Eastern District of Virginia, Alexandria Division.

“FOR FEDERALLY FUNDED PURCHASES ONLY”

ADJUSTMENT FOR CHANGE IN SCOPE

28. Stafford County Public Schools may order additions, deletions and other revisions in the Work within the general scope of the project. If the Contractor believes that any change is not within the scope of the project or warrants additional compensation or additional time, the Contractor must notify Stafford County Public Schools as soon as Stafford County Public Schools requests the change; and the Contractor must then provide written notice of its position to the Project Officer within ten calendar days. The Contractor's notice must detail and document the basis for the claimed amount of additional compensation or time. The Contractor will not receive any additional compensation or time pursuant to this paragraph unless the parties execute a written Contract amendment and Stafford County Public Schools issues a purchase order consistent with the amendment.

ACCESS TO RECORDS AND REPORTS

29. Access to Records: The following access to records requirements apply to this Contract:

- a The contractor agrees to provide Stafford County Public Schools and any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- b The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c The Contractor agrees to provide Stafford County Public Schools and any of their authorized representatives access to construction or other work sites pertaining to the work under the contract.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

30. Upon execution of the contract, the contractor acknowledges that federal financial assistance may be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

31. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

32. Upon execution of the contract, the contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

END OF DOCUMENT