



**PURCHASE ORDER
TERMS AND CONDITIONS**

1. This purchase order 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.
2. Vendors and Contractors providing goods and/or services to Prince William County Public Schools (PWCS) under this order assure the School Division that they are conforming to the provision of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
3. By accepting this purchase order the Vendors and Contractors certify that they do not, and will not during the performance of the contract employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
4. During the performance of this contract, the contractor agrees to maintain a drug-free workplace in accordance with Section 2.2-4312 of the *Code of Virginia*.
5. Goods or services delivered must be strictly in accordance with the referenced quote, bid or contract and shall not deviate in any way from terms, conditions or specifications of the bid. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the vendor.
6. No substitution, change or deviation shall be made without an authorized purchase order change issued by PWCS.
7. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, PWCS after due written or oral notice, may procure such from other sources and hold the vendor responsible for any excess cost occasioned thereby.
8. 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 invoice. All charges must be prepaid.
9. The vendor must indicate the purchase order 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 vendor as indicated on the purchase order.
10. A separate invoice for this purchase order, or for each shipment thereon, shall be rendered immediately following shipment. The invoice must be submitted directly to the school/department as shown in the "Bill To" address area referenced on the purchase order. All payment terms shall be due 30 days after receipt and approval of proper invoice, or materials/services, whichever is later.
11. State sales and use tax certificate of exemption form ST-12 will be issued upon request. Deliveries against this order must be free of excise or transportation taxes. Federal Excise Tax exemption registration may be used when required.
12. Vendors must provide a current Material Safety Data Sheet on each product containing any substance defined or described by United States Federal Hazard Communication Standard 1910.1200 to the "Ship To" address.
13. It is the policy of the Prince William County School Board to electronically approve all purchase orders via the Automated Financial System, signature will be provided only upon request.
14. Vendors and Contractors performing work on School Division owned or leased facilities or property shall, during the term of the contract, maintain the insurance coverage as required by PWCS.

15. Contractors providing services on school property shall be required to complete and sign a "Certificate of Compliance" form prior to providing such services.
16. A contractor shall not be discriminated against in the this agreement because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless PWCS has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, PWCS shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Please notify the "PWCS Contact" on the purchase order concerning any questions about this order.