

Purchase Orders Terms and Conditions

The following terms and conditions are applicable to this Purchase Order entered into by and between Lynchburg City Schools and the Vendor (the Seller).

Purchase Order Number: The Purchase Order number must appear on all invoices, packing slips, shipping notices, and correspondence.

Delivery: Time is of the essence for any orders placed as a result of this Purchase Order. Lynchburg City Schools reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at the time(s) specified in the Purchase Order. Delivery costs will be included in the price. All items shall be delivered F.O.B. destination and Vendor will pay transportation charges both ways on materials rejected for failure to meet specifications or for wrong or defective material. The Vendor assumes all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).

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.

Acceptance of Term: Issuance of this Purchase Order is a written acceptance by Lynchburg City Schools of the Seller's offer to furnish any or all of the commodities and/or services described herein and shall constitute a contract between the Seller and Lynchburg City Schools, which shall bind the Seller, on its part, to furnish and deliver the articles specified at the prices stated and in accordance with conditions of its bid: and Lynchburg City Schools, on its part, to pay the agreed price.

Changes/Modifications: No changes, deletions, substitutions, or additions may be made by the Vendor to the Purchase Order, including these terms and conditions, without the approval of Lynchburg City Schools. Any agreed upon changes/modifications must be reflected on a revised Purchase Order. At the option of Lynchburg City Schools, goods shipped in excess of quantity designated may be returned at the Seller's expense.

Assignment: This Purchase Order may not be assigned, in whole or part, without the written consent of Lynchburg City Schools.

Cancellation: In case of default by the Seller including, but not limited to, failure to deliver the supplies or services ordered by the time specified, Lynchburg City Schools, after due notice (verbal or written), may procure the requirement from other sources and hold the Seller responsible for any excess costs incurred thereby.

Termination for Default: Lynchburg City Schools reserves the right to terminate this Purchase Order, in whole or in part, for default, if the Seller fails to perform in accordance with any of the requirements of this Purchase Order. Any such termination will be without liability to Lynchburg City Schools, except for completed items delivered and accepted by Lynchburg City Schools.

Termination for Convenience: The performance of work under this Purchase Order may be terminated by Lynchburg City Schools, upon written notice to the Seller, without cause, for any reason in whole or in part, whenever it is determined that such termination is in Lynchburg City Schools best interest. In the event of such termination, the rights and obligations of the parties, which by their nature survive

termination, shall remain in full force and effect after termination. In the event of such termination, the Seller shall be paid for services rendered and approved up to date of termination. The Seller may submit any termination claim within 60 (sixty) days after receipt of notice of termination.

Insurance: Seller shall maintain insurance coverage as required by Lynchburg City Schools, adding Lynchburg City Schools as additionally insured. Failure to maintain insurance as required will result in immediate termination of this Purchase Order.

Vendor Licensing, Registration, and Certification: Vendor certifies that is has in effect all licenses, certifications and classifications necessary to perform the work included in this Purchase Order in accordance with Title 54.1 of the Code of Virginia and in accordance with the laws, rules, and regulations of the Commonwealth of Virginia, Department for Professional and Occupational Regulation, or such other regulatory as may be applicable. If this certification is not correct, this Purchase Order is invalid and Lynchburg City Schools shall be responsible for no payment regardless of the degree of performance by Vendor.

Compliance with Laws: The Seller shall comply with all federal, state, and local laws and ordinances, applicable to this Purchase Order, whether currently in force of subsequently adopted.

Publicity: The Seller shall not publish relating or use any advertising, sales promotion or other publicity relating to any service furnished by the Seller, wherein Lynchburg City Schools name is used directly, or may be inferred or implied, without the prior written consent of Lynchburg City Schools.

Shipping: Goods or services delivered under this Purchase Order shall be by F.O.B. destination unless explicitly modified by provisions of language in the body of the Purchase Order.

Payment Terms: By accepting this Purchase Order, the Seller agrees that payment terms shall be Net 30 days, unless otherwise stated. Payment will be made in accordance with Lynchburg City Schools policies and procedures.

Invoicing: All invoices shall be sent to the Lynchburg City Schools Finance Department, 915 Court Street, Lynchburg, Virginia 24504 or emailed to: accountspayable@lcsedu.net The Purchase Order number issued by the Division must be referenced on all invoices, packages, or correspondence. An original invoice should be submitted immediately upon completion of the shipment or no more than every 30 days of performance. Never include on one invoice goods furnished on two or more Purchase Orders. Each Purchase Order must be invoiced separately.

Tax Exemption: Lynchburg City Schools is exempt from Federal and State taxes for tangible personal property and certain services. The Seller does not become exempt from paying sales tax to its suppliers solely by reason of doing business with Lynchburg City Schools. The Seller is not authorized to use Lynchburg City Schools Tax Exemption number in acquiring any materials.

Inspection/Warranty, Patent and Trade Mark: All goods, material and work covered by this Purchase Order shall conform to the specifications, drawings, samples, or other descriptions furnished by Lynchburg City Schools, and shall be merchantable, of good material and workmanship, and free from defect. The Seller warrants good title and freedom for encumbrances, and warrants against infringement.

Indemnification: The Seller shall indemnify, hold harmless and defend Lynchburg City Schools, its agents, officials and employees from any and all claims, demands, suits, judgments, costs and expenses, incurred as a result of any negligent or intentional acts, errors or omissions of the Seller, its agents, officials, employees, subcontractors or assignees, pursuant to this Purchase Order. This indemnification shall survive the expiration or termination of this Purchase Order.

Compliance with Laws: The Seller shall comply with all federal, state, and local laws and ordinances, applicable to this Purchase Order, whether currently in force or subsequently adopted.

Governing Law and Venue: This Purchase Order and the performance hereof shall be governed by and enforced under the laws of the Commonwealth of Virginia and the Lynchburg Public Procurement Ordinance. If legal action by either party is necessary for or with respect to the enforcement of any or all of the terms and conditions hereof, the exclusive venue therefore shall be in a court of competent jurisdiction in the City of Lynchburg. Click on Link for more information:

https://library.municode.com/va/lynchburg/codes/code_of_ordinances?nodeId=CH18.1CICOPR

Non-Discrimination by Lynchburg City Schools: In accordance with the Code of Virginia Sec. 2.2.-4310, Lynchburg City Schools does not discriminate against any 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.

Non-Discrimination by Seller: All Sellers certify to Lynchburg City Schools that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginian's With Disabilities Act, the Americans With Disabilities Act, Section 2.2-4311 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.