

CITY OF ALEXANDRIA

Address all acknowledgement and all communications relating to this order to the Finance Department Purchasing Division, 100 North Pitt Street, Suite 301, Alexandria, Virginia, 22314.

TERMS AND CONDITIONS GOVERNING THIS PURCHASE ORDER

1. **APPLICABLE LAW:** This purchase order (Order) shall be deemed to be made in the City of Alexandria (City) and shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the City.
2. **APPLICABILITY:** If the City and the contractor execute other contract documents, the terms and conditions contained in those documents shall take precedence over these "Terms and Conditions."
3. **DELIVERY AND PERFORMANCE:** All deliveries must be made between 9 a.m. - 4 p.m. Monday thru Friday, except for City holidays. Deliveries at other times may not be accepted. Shipment must be made by date specified. Should shipment of any part of this Order or performance of service be delayed beyond the time specified herein or if no time is specified, then beyond a reasonable time, or if any article or service should fail to comply with specifications or scope of services, the City has the right to purchase from other sources such articles or services at the current market price for immediate delivery or performance, and any excess in the cost of same over the price shown herein shall to be paid by the vendor under this Order, or deducted from any moneys now due or hereafter accruing to vendor from the City. Vendors shall be notified of all rejected deliveries and the reason for such rejection. All costs for return of rejected goods shall be borne by vendor.
4. **PACKING LIST/DELIVERY TICKET:** A packing list or delivery ticket must be furnished with each shipment indicating the Order number, vendor name, item description, item number, quantity ordered, and quantity shipped.
5. **CHANGES TO ORDER:** No changes shall be made without a written change order approved in advance by the City. Unauthorized changes are not obligations of the City. Unauthorized changes shall be null and void and will not be paid from City funds. The City reserves the right to cancel this Order, without cost or obligation, if not filled within the time specified.
6. **PRICES/PROMPT PAYMENT:** The City agrees to purchase the goods or services stated in the Order at the prices and under the terms stated therein. 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. No tax shall be included, except as provided in this Order. The City shall not be liable for any transportation or shipping charges which exceed the amount the City has agreed to pay via this Order.
7. **TAXES:** The City is exempt from and will not pay Federal Excise Tax, Transportation Tax, or the Commonwealth of Virginia Sales and Use Tax. Questions should be referred to the Purchasing Division, 703.746.4946.
8. **INVOICES/PAYMENTS:**
 - a. Vendor will render invoices as per specific instructions embodied in this Order. The Order number issued by the City must appear on all invoices, packages, shipping papers, and correspondence.
 - b. Each Order must be invoiced separately.
 - c. Address inquiries concerning the payment of invoices to the Purchasing Division, 703.746.4946.
9. **CONTRACTUAL DISPUTES:** Any dispute as a result of this Order which is not disposed of by agreement shall be decided in accordance with the procedures set forth in the Alexandria City Code, Section 3-3-107.
10. **INDEMNITY:** The vendor shall indemnify, keep, and save harmless the City, 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 City 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 vendor or his or her employees, or that of the subcontractor or his or her employees, if any; and the vendor 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 City in any such action, the vendor shall, at his or her own expense, satisfy and discharge the same.
11. **NON-DISCRIMINATION:** In accordance with Code of Virginia § 2.2-4343.1, the City does not discriminate against faith based organizations in the performance of its purchasing activity.
12. **ETHICS IN PUBLIC CONTRACTING:** The ethics in public contracting provisions of § 2.2-4367 et seq. of the Code of Virginia are applicable to all contracts and Orders entered into by the City.
13. **SEVERABILITY/NON-WAIVER:** Should any provision of the Order be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Order had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Order without including therein such provision(s) which may for any reason hereafter be declared invalid. The failure of the vendor or the City to exercise any right, power or option arising under this Order, or to insist upon strict compliance with the terms of this Order, shall not constitute a waiver of the terms and conditions of this Order with respect to any other or subsequent breach thereof, nor a waiver by vendor or City of their rights at any time thereafter to require exact and strict compliance with all the terms thereof.
14. **TERMINATION:** As set forth in the Additional Terms and Conditions for City Purchase Orders the City may terminate the Order as follows:
 - a. The Order shall be conditioned on appropriations made by the Alexandria City Council (City Council) of funds sufficient for the City to make payments required by the Order. If such an appropriation is not made, the City may terminate the Order.
 - b. The City shall have the right to terminate the Order at its own convenience for any reason by giving fifteen (15) days prior notice of termination of the Order to the vendor.
 - c. The City, by Notice to the vendor, may terminate the Order upon the default of the vendor.
15. **ADDITIONAL TERMS AND CONDITIONS:** This Order shall be subject to additional terms and conditions that are a result of any additional terms and conditions included in a City of Alexandria procurement process.