

Ann Arbor Public Schools Purchase Order Terms and Conditions

The following General Terms and Conditions shall supersede Vendor Terms and Conditions and apply to all purchases by or on behalf of Ann Arbor Public Schools unless specifically provided otherwise on the front of the purchase order.

Tax Exemption: Ann Arbor Public Schools tax exempt, ID # 38-6004028

Acceptance of Contract: This purchase order is Ann Arbor Public School's contract to purchase the goods and services described on the front side of this document from the Vendor. Ann Arbor Public School's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order. All specifications, drawings and data submitted to Vendor with this order are hereby incorporated and made part hereof.

Amendments: No agreement or understanding to modify this contract shall be binding upon the Ann Arbor Public Schools unless in writing and signed by the Ann Arbor Public Schools authorized agent.

Delivery: All prices must be F.O.B. delivery point. Time is of the essence on this contract. If delivery dates cannot be met, the Vendor agrees to advise the Ann Arbor Public Schools, in writing of the earliest possible shipping date. The Ann Arbor Public Schools reserves the right to cancel or purchase elsewhere.

Inspection: Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. The Ann Arbor Public Schools reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery. All rejected goods shall be returned to the Vendor at no cost to the Ann Arbor Public Schools, whether the damage is readily apparent at the time of delivery or later. Acceptance by Ann Arbor Public Schools is conditioned on such inspection.

Risk of Loss: Regardless of F.O.B. point, the Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to delivery or acceptance by the Ann Arbor Public Schools, whichever is later. No such loss, injury, or destruction shall release the Vendor from any obligations hereunder.

Uniform Commercial Code: All applicable portions of the Michigan Uniform Commercial code shall govern contracts for goods with Ann Arbor Public Schools, except as modified by contract documents.

Non-waiver of Rights: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

Material Safety Data Sheets: Applicable Material Safety Data sheets, in compliance with OSHA/MIOSHA hazard communication regulations/standards, must be provided by the Vendor to the Ann Arbor Public Schools at the time of delivery.

Assignments: The Vendor agrees not to assign or transfer this contract or any part thereof without the written consent of Ann Arbor Public Schools, acting through its authorized representative. Any unauthorized assignment may subject the Vendor to immediate termination.

Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage requirements and/or the Davis-Bacon Act as amended.

Compliance with Laws: The Vendor certifies that in performing this contract it will comply with all applicable provisions of Federal, State and Local Laws, regulations, rules and orders.

Non-Discrimination: It shall be the responsibility of the Vendor to comply, when applicable, with all State, Federal and Local non-discrimination laws.

Laws Governing: This contract shall be governed by and construed according to the laws of the State of Michigan. Vendor agrees to submit to the jurisdiction and venue of Washtenaw County, MI or in a court of the State of Michigan. The Vendor stipulates venues referenced are convenient and waives any claim of non-convenience.

Indemnification: To the fullest extent permitted by law the Vendor shall indemnify, defend and hold Ann Arbor Public Schools, its officers, employees and agents harmless from all suits, claims, judgments, and expenses including attorney fees resulting or alleged to result from any act or omission, associated with the performance of this contract by the Vendor or anyone acting on the Vendor's behalf under this contract. The Vendor shall not be responsible to indemnify Ann Arbor Public Schools for losses or damages caused by or resulting from the Ann Arbor Public Schools sole negligence. This indemnity survives delivery and acceptance of the Vendor's goods and services.

Warranty: The Vendor warrants to Ann Arbor Public Schools that all goods and services furnished hereunder will conform in all respects to the terms of this contract, including drawings, specifications and standards incorporated herein. In addition, the Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Patents and Copyrights: If an article sold and delivered to the Ann Arbor Public Schools hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the Ann Arbor Public Schools, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the Ann Arbor Public Schools in violation or right under such patent or copyright.

Termination for Cause: In the event the Vendor fails, at any time, to comply with, fully perform or strictly adhere to any covenant, condition or representation contained within the contract, the Ann Arbor Public Schools shall have the right to give written or meeting notice to Vendor of such failure. If such failure is not cured to the Ann Arbor Public Schools' satisfaction within ten (10) business days from the time of delivery to Vendor of such notice, Ann Arbor Public Schools shall have the right to terminate immediately without the requirement of further notice.

Termination for Convenience: The district may terminate this contract in whole or in part, at any time for any reason by giving at least thirty (30) calendar day written notice to the Vendor. The Vendor, after receipt of the "notice of termination," shall stop work on the cancellation date specified within termination notice. If the contract is terminated by the district as provided herein, the Vendor will be paid a fair payment as negotiated with the district for the work completed as of the date of termination.

Payment Terms: The Ann Arbor Public Schools' payment terms are net 30. The payment date will be calculated based on the receipt date of invoice or delivery date, whichever is later. All payments are conditioned upon properly documented proof of performance on an original company invoice submitted by Vendor to Ann Arbor Public Schools detailing all amounts invoiced for goods and services. Invoices shall be submitted to Ann Arbor Public Schools, Attention: Accounts Payable, 2555 S. State Street, Ann Arbor, MI 48104.