



AAMVA General Terms and Conditions

The following terms and conditions govern all the American Associations of Motor Vehicle Administrators (AAMVA) purchase orders for goods and services that are not covered by a written agreement signed by AAMVA and the Contractor. If there is such a written agreement, those terms shall govern the transaction.

1. **Definitions.**

“Purchase Order” or “Order” shall mean this legally binding written and signed agreement between AAMVA and Contractor, which consists of, in descending order of priority, the Purchase Order, these General Terms and Conditions, any attachments referred in the Purchase Order, any statement of work, and any other exhibits or appendices, including if applicable Contractor’s proposal. “Contractor” means the person or entity to which this Purchase Order is addressed. "Materials" means the materials, goods, items, products, components or services described on the face of this Purchase Order. “Data” means recorded information, regardless of form or the media on which it may be recorded, and includes, but is not limited to, technical data and Software. “Software” means computer programs that allow or cause a computer to perform a specific operation or series of operations, together with all modifications to, or enhancements (including derivative works) thereof.

2. **Inspection and Acceptance.**

Any order must not be filled at a price higher than shown on the face of AAMVA’s Purchase Order. Any change to the purchase price or any other term or condition of the Purchase Order must be authorized in writing by AAMVA. All prices are FOB AAMVA's designated delivery location and include all customs duties and sales, use, excise and property taxes and similar charges. All goods and services will be subject to inspection and test by AAMVA at all times and places, including the period of manufacture and in any event prior to final acceptance. Final acceptance or rejection of the goods or services will be made as promptly as practical after delivery. AAMVA's payment for the goods shall not constitute its acceptance of the goods. Goods rejected and goods supplied in excess of quantities ordered may be returned to the Contractor at Contractor’s expense. Payment, if any, made for any goods rejected hereunder shall be promptly refunded by Contractor.

3. **Shipment/Delivery:**

All Materials purchased hereunder must be packed and packaged to ensure safe delivery in accordance with recognized industry-standard commercial practices. If, in order to comply with the required delivery date, Contractor must ship by a more expensive means than specified in the Purchase Order, Contractor shall bear the increased transportation costs resulting therefrom unless the necessity for such shipment change has been caused by AAMVA. If any Materials are not delivered by the date specified herein, AAMVA reserves the right, without liability, to cancel the applicable Purchase Order as to any Materials not yet shipped. Contractor shall notify AAMVA in writing promptly of any actual or potential delays which may delay the timely performance of the applicable Purchase Order.



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4. **Invoices and Payment.**

(a) Contractor shall submit invoices electronically to **financeap@aamva.org**. Contractor shall submit a proper invoice once per month by the 5th of each month.

(b) To constitute a proper invoice, the invoice must include, at a minimum the following information and/or attached documentation:

- a. Name and address of Contractor;
- b. Invoice date and number;
- c. PO Number;
- d. Description, quantity and prices of the goods and services accepted or performed;
- e. Cumulative amounts for hours worked and previously invoiced;
- f. Any other substantiating documentation or information as reasonably required by AAMVA;
- g. Name and address of official to whom payment is to be sent;
- h. Name, title, and phone number of person to notify in event of invoice or payment issues; and
- i. Electronic funds transfer (EFT) banking information. AAMVA shall not be liable for uncompleted or erroneous transfers which occur as a result of Contractor providing incorrect EFT information.

(c) Under no circumstances shall AAMVA have any liability to pay any amount not invoiced to AAMVA within **90 days** of the delivery of Materials or the provision of services.

5. **Changes.**

The terms of this Order shall not be modified other than in writing and signed by all parties, except as provided below. AAMVA shall have the right at any time to make changes in the applicable contract or Purchase Order by written notice to Contractor, and Contractor agrees to comply with such changes. If such changes cause a material increase or decrease in Contractor's costs or time of performance of the Purchase Order, the parties shall agree to an equitable adjustment of the purchase price or delivery schedule, as applicable, and incorporate such changes as a revision to the Purchase Order.

6. **Termination for Cause.**

AAMVA may terminate this Order (a) upon thirty (30) calendar days written notice to the Contractor if the Contractor is in material breach and fails to cure the breach within fifteen (15) days from being notified of such breach; or (b) immediately, if the Contractor becomes insolvent or seeks protection, voluntarily or involuntarily, under any bankruptcy law.

7. **Termination for Convenience.**

AAMVA in its sole discretion, may terminate the Order at any time without cause, by providing at least thirty (30) days' prior written notice to Contractor,. Upon notice of termination, Contractor shall immediately stop all work and cause its suppliers and/or subcontractors to stop all work in connection with the Order. If AAMVA terminates for convenience, AAMVA shall pay Contractor for goods and services accepted as of the date of termination and for Contractor's



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actual, reasonable out-of-pocket costs incurred directly as a result of such termination. AAMVA shall have no responsibility for work performed after Contractor's receipt of a notice of termination.

8. **Warranty.**

Contractor warrants that all Materials supplied under the Order (a) shall strictly conform to all specifications, drawings, or other descriptions furnished by AAMVA, (b) shall be fit and serviceable for the purpose intended, (c) shall be of good quality and free from defects in materials and workmanship, (d) shall be new and not refurbished or reconditioned, unless expressly agreed in writing by AAMVA, and (e) shall not infringe any patent, copyright, mask work, trademark, trade secret or other intellectual property of any third party. In addition, Contractor warrants that AAMVA shall have good and marketable title to all goods purchased by AAMVA pursuant to the Purchase Order, free of all liens and encumbrances, and that no licenses (other than those provided to AAMVA by the Contractor) are required for AAMVA to use such goods. Contractor warrants that all services shall be provided in a professional and workmanlike manner, with a degree of skill and care consistent with current, good and sound professional procedures. Neither receipt of Materials or services nor payment therefor shall constitute a waiver of the warranties in this Section. If a breach of warranty occurs, AAMVA may, in its sole discretion, and without waiving any other rights, return for credit or require prompt correction or replacement of the nonconforming Materials or services.

9. **Indemnification.**

Contractor agrees to indemnify, defend and hold AAMVA harmless from and against any and all third-party claims, demands, and actions, and any liabilities, damages, or expenses, relating to the Materials or services provided by Contractor pursuant to the Purchase Order, including court costs and reasonable attorney fees, arising out of or relating to the goods or services provided by Contractor under the Purchase Order, including but not limited to (i) injuries to persons, damages to property, (ii) actual or claimed infringement of any patent, copyright, mask work, trademark, trade secret or other intellectual property, proprietary or contractual right of any third party, with respect to the goods or services provided under this Order and (iii) claims or liabilities associated with Contractor's failure to comply with applicable laws or regulations, including but not limited to laws or regulations concerning the withholding of employment or related taxes with respect to compensation paid by Contractor to persons providing services under the Purchase Order. Contractor's indemnification obligations under this Section shall survive the termination of the Purchase Order for any reason. AAMVA agrees to give prompt notice of any such claim, demand, or action and shall, to the extent AAMVA is not adversely affected, cooperate with Contractor in the defense and settlement thereof.

10. **Confidentiality.**

All specifications, documents, prototypes and non-public information delivered or communicated by AAMVA to Contractor are the property of AAMVA. They are delivered solely for the purpose of Contractor's performance of the Purchase Order and on the express



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condition that the information contained therein shall not be disclosed to others nor used for any purpose other than in connection with the Purchase Order except with AAMVA's prior written consent. Contractor shall promptly return to AAMVA all such specifications, documents and prototype goods upon AAMVA's written request. Contractor's obligations under this Paragraph shall survive the cancellation, termination or completion of this Order.

11. **Force Majeure.**

AAMVA may delay delivery and/or acceptance occasioned by causes beyond its control.

12. **Insurance:**

a. General Liability. Contractor shall maintain commercial general liability (CGL) insurance covering products and completed operations, personal injury, and contractual liability insuring the liabilities assumed under these General Terms & Conditions, and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence, and with a general aggregate limit of not less than \$2,000,000.

b. Evidence of Insurance. Upon AAMVA's request, Contractor shall name AAMVA as an additional insured under all insurance policies required under these General Terms and Conditions and shall furnish a certificate of Insurance to AAMVA to evidence the coverage required thereby.

13. **Assignment or Subcontracting.**

Unless AAMVA has provided prior written consent, Contractor shall not assign or subcontract all or any portion of its obligations under the Purchase Order without obtaining AAMVA's prior written consent. Contractor shall not enter into any subcontract for the provision of goods or services covered by the Purchase Order with any person or entity that is debarred, suspended, or proposed for debarment or suspension by any Federal executive agency. Contractor represents that it has reviewed the System for Award Management (SAM) for suspension or debarment status of proposed subcontractors. See <https://www.sam.gov>.

14. **Debarment.**

Contractor certifies that neither it nor its principals are delinquent on the repayment of any Federal debt, and are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

15. **Compliance with Laws.**

Contractor warrants to AAMVA that all goods and services supplied hereunder will be produced in compliance with all applicable foreign, federal, state and local laws, orders, rules and regulations.

16. **Government Contracts.**

If the Purchase Order bears a government contract number on its face, Contractor shall comply with all pertinent provisions of the referenced government contract and pertinent executive



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orders and directives to the extent that they apply to the subject matter of the Purchase Order and all such pertinent contract provisions, orders and directives are hereby incorporated by reference into the Purchase Order. A copy of the government contract's terms and conditions will be given to Contractor upon request.

17. **Notices.**

All notices, consents, waivers and other communications required or permitted to be given pursuant to the Purchase Order, shall be in writing and shall be deemed to have been delivered either (i) on the delivery date, if personally delivered, or if delivered by confirmed facsimile or e-mail, (ii) one (1) business day after delivery to any nationally recognized overnight courier directing delivery on the next business day, receipt requested, or (iii) three (3) business days after deposit in the United States mail, certified mail, return receipt requested, with adequate postage affixed thereto. All notices to AAMVA shall be sent to AAMVA at 4401 Wilson Blvd. Suite 700, Arlington, VA 22203, to the attention of Procurement Office, and to Contractor at its address as set forth in this Order, or at such other address as either AAMVA or the Contractor may designate in writing and to the other party.

18. **Severability.**

The invalidity or unenforceability of any provisions in these General Terms and Conditions or the Purchase Order shall not affect the validity or enforceability of any other provision of these General Terms and Conditions or the Purchase Order.

19. **Applicable Law.**

The Purchase Order shall be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to its conflict of law principles.

20. **Dispute Resolution.**

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to the Purchase Order through negotiations between an authorized representatives of each of the parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within fourteen (14) days from the date on which either party has delivered written notice of the dispute to the other then, unless the parties otherwise agree, any unresolved controversy or claim arising from or relating to the Purchases Order shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. **Survival.**

In addition to those terms that survive the expiration or termination of the Purchase Order by their express terms, the provisions of Sections 8, 9, 10, 15, 18, 19, 20 and 21 shall survive the expiration or termination of the Purchase Order for any reason.