

NORFOLK PUBLIC SCHOOLS (NPS)

PURCHASE ORDER TERMS, CONDITIONS & INSTRUCTIONS

1. ACCEPTANCE OF CONTRACT - This Purchase Order (PO) is NPS's offer to purchase the goods and/or services described from the Vendor, and any referenced or related contract/agreement. The placement of this order is expressly conditioned upon Vendor's acceptance of all the terms and conditions of purchase contained on, or attached or referenced by, this PO.
2. AMENDMENTS – No agreement or understanding to modify this contract shall be binding upon NPS unless in writing and signed by NPS's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part thereof.
3. UNIFORM COMMERCIAL CODE – All applicable portions of the Virginia Uniform Commercial Code shall govern contracts with NPS.
4. DELIVERY - Unless otherwise specified, time is of the essence and all prices are F.O.B. Destination (inside delivery) with transportation charges prepaid.
 - a. HOURS – Unless specified otherwise on the PO or contract, delivery shall be made during regular workdays/hours. Generally, these hours are:
 - Schools Administration Building: 8:00 AM to 4:00 PM
 - Secondary Schools and Auxiliary Buildings: 8:00 AM to 2:30 PM
 - Elementary Schools: 8:00 AM to 3:00 PM
 - Transportation: 7:30 AM to 2:30 PM (Tel: 757-628-3320, Fax: 757-892-3329)
 - Warehouse: 7:00 AM to 2 PM (Tel: 757-628-3953, Fax: 757-628-3594)
 - b. FAILURE TO DELIVER – If completed deliveries are not made at the time agreed, NPS reserves the right to cancel or purchase elsewhere and hold vendor accountable. This remedy shall be in addition to any other remedies that NPS may have. If delivery dates cannot be met, Vendor agrees to advise NPS, in writing of the earliest possible shipping date for acceptance by NPS.
5. TAX EXEMPTION - Upon Request, a Virginia Sales and Use Tax Certificate of Exemption, Form ST-12 will be issued. Deliveries against this PO must be free of excise or transportation taxes; excise tax exemption registration number 54-73-0076K applies.
6. RISK OF LOSS – Regardless of F.O.B. point, 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 acceptance by NPS. No such loss, injury or destruction shall release Vendor from any obligations hereunder.
7. INSPECTION - Goods or Services must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to NPS. NPS 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. Rejected goods not reclaimed by the vendor within 60 days of notification by NPS shall be considered to be abandoned and may be disposed of in compliance with established NPS policies, regulations, or guidelines for such property.
8. PATENTS AND COPYRIGHTS – If an article sold and delivered to NPS hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NPS, 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 NPS in violation or right under such patent or copyright.
9. 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.
10. PAYMENT TERMS/PAYMENT - In the absence of other contractual terms or discount for prompt payment, payment shall be due 30 days after receipt of proper invoice (faxed invoices are not allowed) or material/service, whichever occurs later. Please contact the Accounts Payable contact on the PO or Contract for any questions regarding the invoice. Invoices must include vendor's name and phone number, and clearly list quantities, item descriptions and units of measure. For Vendors that can accept credit cards in their normal course of business, NPS reserves the right to pay all invoices using the NPS P-Card, for which the payment term is NET 15 or earlier. Pricing remains the same whether paid by credit card or check.
11. NON-DISCRIMINATION/DRUG-FREE WORKPLACE - Vendors must abide by the employment non-discrimination and the drug-free workplace provisions of the *Virginia Public Procurement Act, § 2.2-4311 and § 2.2-4312* respectively.
12. COMPLIANCE WITH LAWS/LAWS GOVERNING – The Vendor certifies that in performing this contract they will comply with all applicable federal, state, and local laws, regulations, rules and orders. This contract shall be governed by and construed according to the laws of the Commonwealth of Virginia. Venue for any action related to this agreement shall be in the City of Norfolk.
13. WARRANTY – The Vendor warrants to NPS that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.
14. For **eVA** sourced procurements, Norfolk Public Schools requires **eVA Business-To-Government Vendor Registration**. The eVA Internet electronic procurement solution, website portal <http://www.eva.state.va.us/> streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected. The eVA Fee Schedule for registration and transactions can be found on the eVA website at: <http://www.eva.virginia.gov/billing/index.htm>