



VCU Procurement Services

P.O. Terms and Conditions

- VCU is an equal opportunity/affirmative action employer. Women, minorities and persons with disabilities are encouraged to apply.
- This contractual agreement is subject to the terms and conditions of the commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto.
- Goods/services delivered must be strictly in accordance with documents referred to and shall not deviate in any way from terms, conditions or specifications of the contract. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the vendor.
- Purchase Order and Taxpayer Identification numbers shall be shown by vendor on all related invoices, delivery memoranda, bill of lading, packages and/or correspondence. Failure to return IRS W-9 form may result in payment delays.
- A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. All invoices shall be forwarded directly to the University at invoice address shown.
- State sales and use tax certificate of exemption, form ST-12 will be issued upon request, if you do not have same on file.
- Deliveries against this order must be free of excise or transportation taxes. Excise tax exemption registration No. 54-73-0076K may be used when required.
- In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is later.
- If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is later.
- In case of default by the successful contractor, or failure to deliver the goods/services ordered by the time specified, the University after due notice (oral or written), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
- No substitution, change or deviation shall be made without written authority from the University by Purchase Order Change.
- Contractors providing goods to VCU under this order herewith assure the University that they are conforming to the provisions of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.
- This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the commonwealth of Virginia.
- All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
- For work performed on-site, the Contractor shall maintain the following insurance coverage: Worker's Compensation – statutory requirements and benefits; Employer's Liability – \$100,000; Commercial General Liability – \$500,000 combined single limit; Automobile Liability – \$500,000 combined single limit.
- VCU does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a Contractor because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
- By accepting and performing this order, the Contractor agrees that the order is subject to an eVA transaction fee of 1% percent capped at \$500 or \$1,500 (see "eVA Billing Portal" link at www.eva.virginia.gov).