

TERMS AND CONDITIONS & INSTRUCTIONS TO VENDORS

1. Notwithstanding any provision of the Commonwealth of Virginia Vendor's Manual, the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors, as well as any additional attached Terms and Conditions, Terms and Conditions set forth in the applicable contract, Terms and Conditions set forth in the applicable solicitation, and/or Terms and Conditions otherwise incorporated by reference shall apply.
2. Goods or services delivered must be strictly in accordance with bid referred to and shall not deviate in any way from terms, conditions or specifications of the bid. 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.
3. Purchase Order number and delivery instructions shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
4. A separate invoice for this purchase order, or for each shipment thereon, shall be rendered immediately following shipment. All copies shall be forwarded directly to James Madison University at invoice address shown.
5. State Sales and Use Tax Certificate of Exemption, Form ST-12 will be issued upon request, if you do not have same on file. State Sales and Use Tax Exemption Number is 208069909-8.
6. 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.
7. In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice or material/service, whichever is the later.
8. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice or material, whichever is the later.
9. In case of default by the successful bidder or failure to deliver the supplies or services ordered by the time specified, James Madison University, after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
10. No substitution, change or deviation shall be made without written authority from James Madison University by Purchase Order change.
11. Vendors and contractors providing goods, supplies, and services to James Madison University under this order, herewith assure James Madison 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.
12. 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.
13. All prices, unless otherwise specified, are net F.O.B. Destination with transportation charges prepaid.
14. If shipment is made by freight or express and charges added to the invoice, the original bill of lading, properly receipted, shall accompany invoice. All charges must be prepaid.
15. Vendors and contractors performing work on James Madison University-owned or leased facilities or property shall, during the entire term of the contract, maintain, at a minimum, the

insurance coverages as listed in the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto.

16. NON- DISCRIMINATION AGAINST FAITH-BASED ORGANIZATIONS:

James Madison University does not discriminate against faith-based organizations in accordance with Section 2.2-4343.1 Virginia Public Procurement Act or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

17. JAMES MADISON UNIVERSITY PROMPT PAY TERMS AND CONDITIONS:

James Madison University Prompt Pay General Terms and Conditions: In order to receive prompt payment from James Madison University the following conditions shall be met:

Correct Invoice:

A correct invoice shall include, but not be limited to the following:

1. Contractor's name, remitting address and Federal Identification Number (FIN).
2. Reference to the appropriate Purchase Order (PO) number.
3. Description of each item delivered and invoiced to be the same as listed on the referenced PO and reference to the specific line of the PO.
4. Each line of the invoice to have the quantity invoiced, price invoiced and extension.
5. Current invoice date.
6. Invoice Number.

Invoices that do not meet the minimum requirements listed above are incorrect invoices and shall be returned to the contractor for issuance of a correct invoice. The prompt payment process shall begin only after receipt of a correct invoice at James Madison University (JMU).

Prompt Payment:

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after the receipt of invoice or delivery of goods, supplies or services, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days. The date of the receipt of a correct invoice at James Madison University and not the contractor's invoice date will be considered the invoice date.

Proof of Delivery:

Should there be a difference between the quantity on the James Madison University (JMU) Receiving Report and the contractor's invoice, Proof of Delivery (POD) may be required of the contractor. Should the contractor fail to provide adequate POD to JMU, the University will only pay for the quantity on the JMU Receiving Report.

W-9:

Prior to the beginning of the prompt payment of an invoice, James Madison University (JMU) shall have on file in JMU's Accounting Services Office, MSC 5705, Warren Hall, Suite 268, Harrisonburg, VA 22807 a current, completed W-9 Request for Taxpayer Identification Number and Certification Form. For your convenience, a W-9 form may be found at http://www.jmu.edu/procurement/vendor/w9_form.pdf.

18. CLAIMS:

Contractual claims, whether for money or other relief, shall be submitted in writing to the Director of Procurement Services, James Madison University, MSC 5720, One Court Square, Harrisonburg, VA 22807, no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pending claims shall not delay payment of amounts agreed due in the final payment, Section 2.2-4363 of the Virginia Public Procurement Act. A contractor may not institute legal action prior to receipt of the Director of Procurement Services' decision on the claim, unless that office fails to render such decision within thirty (30) days. The decision of the Director of Procurement Services shall

be final and conclusive unless the contractor, within six (6) months of the date of the final decision on the claim, institutes legal action as provided in Section 2.2-4364 of the Virginia Public Procurement Act.

19. eVA VENDOR REGISTRATION REQUIREMENT:

Registration. All solicitations are subject to the General Terms and Conditions, which include General Term eVA Business-to-Government Vendor Registration requiring vendors to register to do business with James Madison University. All vendors who accept purchase orders from James Madison University must register in eVA including vendors where purchases are excluded from being processed through eVA. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both eVA and Ariba Commerce Services Network Vendor Registration Systems. Registration may be found at <http://www.eva.state.va.us>.

20. OPERATING VEHICLES ON JAMES MADISON UNIVERSITY CAMPUS:

Operating vehicles on sidewalks, plazas, and areas heavily used by pedestrians is prohibited. In the unlikely event a driver should find it necessary to drive on James Madison University sidewalks, plazas, and areas heavily used by pedestrians, the driver must yield to pedestrians. For a complete list of parking regulations, please go to www.jmu.edu/parking; or to acquire a service representative parking permit, contact Parking Services at 540.568.3300. The safety of our students, faculty and staff is of paramount importance to us. Accordingly, violators may be charged.

21. INTELLECTUAL PROPERTY RIGHTS:

The University will own all rights, title and interest in any and all intellectual property rights created in the performance or otherwise arising from this *purchase order*, and *supplier or contractor* will execute any assignments or other documents needed for the University to perfect such rights.