

TERMS, CONDITIONS AND INSTRUCTIONS OF PURCHASE ORDER TO CONTRACTORS

1. The Contractor shall provide the City with a delivery ticket with each delivery.
2. The Contractor shall promptly provide an invoice for each Purchase Order upon shipment of goods and/or provision of services. The invoice shall include the Purchase Order number and, when applicable, the contract number.
3. The City of Newport News, Virginia is exempt from the payment of the State Sales and Use tax. A properly executed Sales and Use tax certificate of Exemption (Form ST-12) is available upon request. The Contractor acknowledges that this exemption includes the payment of Personal Property taxes owed by the Contractor.
4. The City's EIN is 54-6022059.
5. This purchase order is the City's acceptance of the Contractor's offer to provide the goods and/or services described herein and shall constitute a contract between the Contractor and the City. The Contractor shall furnish and deliver the goods/services specified at the stated prices and, as applicable, in accordance with the quote, bid or proposal. The City shall pay for all goods/services at the specified prices after acceptance by the City according to the specified payment terms. The shipment or delivery of any goods and/or services by the Contractor shall constitute the Contractor's acceptance of all terms and conditions of this purchase order and where applicable the solicitation and contract.
6. The postmark date is deemed the payment date when payment for goods and/or services is made by mail. When payment is not completed by the City within the terms of the Purchase Order or contract, finance charges assessed by the supplier shall not exceed one percent (1%) per month in accordance with the Code of Virginia, § 2.2-4352.
7. In accordance with § 2.2-4354 of the Code of Virginia, the Contractor shall take one of the two following actions within seven (7) days after the receipt of amounts paid by the City for work performed by subcontractor(s) (a.) Pay the subcontractor(s) for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor(s) under this Purchase Order or contract; or (b.) Notify the City and subcontractor(s), in writing, of their intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment. Interest shall accrue at the rate of 1% per month, unless otherwise indicated in the contract. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. The Contractor's obligation to pay an interest charge to a subcontractor(s) pursuant to the payment requirements in this section may not be construed to be an obligation of the City. A Purchase Order or contract modification may not be made for the purpose of providing reimbursement for such interest charge and a cost reimbursement claim shall not include any amount for reimbursement for such interest charge.
8. In the event of default by the Contractor, the City reserves the right to procure the goods/services from other sources and hold the Contractor liable for any excess cost occasioned thereby.
9. This purchase order shall not be assignable by the Contractor in whole or in part without the written consent of the City of Newport News.
10. This purchase order shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Newport News.
11. The Contractor shall observe and comply with applicable Federal, State and Local laws, ordinances and regulations and shall protect and indemnify the City, and its representatives against any claim or liability arising from or based on any violation of the same, whether by the contractor, his subcontractors, suppliers of materials or services, or others engaged by the Contractor or the employees of any of them.
12. The Contractor certifies that he does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986.
13. All Contractors organized as a stock or non-stock Corporation, limited liability company, business trust, or limited partnership, or a registered limited liability partnership must register with the State Corporation Commission to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50, as amended, or as otherwise required by law. Said business shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled while performing work for the City.
14. The Contractor shall maintain adequate liability insurance, which shall protect and save harmless the City of Newport News, Virginia, and its officials from all suits and actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work or in failure to properly safeguard same, and from all claims arising under the workmen's compensation laws. Upon request, the Contractor shall provide proof of said insurance prior to commencing work.
15. During the performance of this contract:
 - a. The Contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operations of the Contractor. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
 - b. The Contractor will state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

16. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

17. This Public Body does not discriminate against faith-based organizations.