

Purchase Order Terms, Conditions and Instructions

This order is subject to the following terms and conditions, and by accepting the order, or any part thereof, the Seller agrees to and accept said terms and conditions.

GENERAL

1. DEFINITIONS: The term Purchaser means Santa Cruz Valley Unified School District No. 35 and the term Seller means the person, firm, or corporation from whom the merchandise/service has been ordered.
2. The term Buyer means a person who buys, or contracts to buy goods and services on behalf of Santa Cruz Valley No.35
3. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser.
4. Seller may not assign this order without Buyer's consent.
5. Time is of the essence for this order.

COMPLIANCE

6. No waiver of a breach of any provision or any part of any provision of this order shall constitute a waiver of any other breach of such provision or of any other provision.
7. Purchaser may at any time insist upon strict compliance with these terms and conditions, notwithstanding any course of dealing or usage of trade to the contrary. No change(s) of any kind will be made on this order without the prior approval of the Purchaser.
8. Specifically written terms, conditions and instructions relating to advertised bids of Buyer and written offers from Seller take precedence over these printed terms, conditions and instructions where conflict exists and this purchase order form is a part of the contract documents. Unless otherwise specified on the Purchase Order, items not received by June 30th of the fiscal year the Purchase Order is issued will be considered cancelled. Any disputes or claims relative to the Purchase Order are subject to resolution through the mechanisms of the Arizona Education Procurement Code, the contract party shall be responsible for the District's attorney fees and costs.

INVOICES, PACKING SLIPS, TAXES

9. Seller shall send separate duplicate invoices for each purchase order number. Invoices must be itemized, showing quantity, unit price, line item number, labor, material, and state and/or city taxes. Purchaser is required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Identify and add such tax only if you pay directly to the state.
10. Purchase order number must appear on all invoices, packing slips, packages, and correspondence.
11. Payment terms are net 30 from date of invoice. Invoices must be itemized showing quantity, unit price, line item number, labor, material and state and/or local taxes. Purchaser shall endeavor to pay all invoices no later than 30 days from date of product/service receipt. Payment for goods/services shall be made after receipt of goods/services, unless otherwise stated.
12. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed. Backorders and split orders must be noted. The District reserves the right to review all payments made to the Vendor by auditing at a later date. Subject to such audit, the Vendor must immediately reimburse any overpayments. As per ARS 15-906, all fiscal year invoices must be received, approved and paid within 60 days after the close of the fiscal year. The District's fiscal year ends June 30. The District is prohibited by statute from paying any fiscal year invoices not received within 60 days after the end of the fiscal year.

SHIPPING AND DELIVERY

13. If Seller cannot ship orders without delay, Seller shall immediately notify Buyer of that fact and of the probable date of delivery.
14. Goods must be shipped as per instructions; otherwise, any extra handling charge will be billed back to Sender or deducted from invoice.
15. Purchaser will not be responsible for any goods delivered without purchase order. All packages must list Purchase Order number on the outside of each package. Failure to list Purchase Order number required may cause refusal of packages. Reshipment shall be at vendors own expense. All items shown on the Purchase Order shall be shipped F.O.B. Destination unless otherwise noted on the Purchase Order. The "Ship To" address located on the Purchase Order must not be changed without prior approval of the Purchasing Department. A Material Safety Sheet must be enclosed with any product containing a hazardous substance and the box containing the product shall be clearly marked.
16. In the event Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Purchaser may return part or any shipment received and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

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PRICE

17. Price deviations and substitutions in kind are permitted ONLY with authorization of the Buyer.
18. All goods shall be prepaid to point of destination indicated. Exceptions are subject to the approval of the Buyer.
19. No boxing, packaging or cartage charges will be paid by Purchaser unless specifically authorized in writing.
20. It shall be understood that the cash discount period to Purchaser will date from the receipt of the invoice or the date of the receipt of the goods whichever is the later date.
21. If price is omitted on order, except where order is given in acceptance of quoted prices, it is agreed that Seller's price will be the lowest prevailing market price, and in no event is this order to be filled at higher prices than last previously quoted or charged without Purchaser's written consent.
22. All goods are subject to Purchaser's inspection within a reasonable time arrival at the destination of use. If upon inspection any goods are found to be unsatisfactory, defective, or of inferior quality or workmanship, or fail to meet the specifications or any other requirements of this order, Purchaser may return such goods to Seller at Seller's expense. Payment for goods prior to inspection shall not be construed to be an acceptance of unsatisfactory, defective or nonconforming goods. Seller shall reimburse Purchaser for any amount paid by Purchaser for such returned goods and for any costs incurred by Purchaser in connection with the delivery or return of such goods. Purchases on Blanket/Open Purchase Orders shall not exceed the total dollar amount list on the Purchase Order including tax and freight. Overages become the responsibility of the Seller.

WARRANTIES

23. Seller warrants that the goods will conform to the description and any applicable specifications, shall be of good merchantable quality and fit for the known purpose for which they are sold. This warranty is in addition to any express warranty or service guarantee given by Seller to Purchaser.
24. Seller warrants that the goods are free and clear of all liens and encumbrances and that Seller has a good and marketable title to same at the time title passes to Purchaser.
25. Seller shall comply with all State, Federal, and local laws, regulations, or orders applicable to the purchase, manufacturing, processing, construction, installation, servicing and delivery of the goods. In the event of failure to comply with applicable laws, regulations, or orders, the Seller shall reimburse the Purchaser for any loss incurred by Seller's failure to comply.
26. In the event any goods sold and delivered hereunder shall be covered by any patent, copyright or application thereof or other rightful claim of any third person, Seller shall indemnify and hold harmless Purchaser from any and all loss, cost, or expense on account of the use of such goods in violation of rights under such patent, copyright, application or other rightful claim of any third person.

LIABILITY OF SELLER

27. In the event any goods sold and delivered hereunder shall be defective in any respect whatsoever, Seller shall indemnify and hold harmless the Purchaser from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may happen or occur in connection with the use of such goods and/or contributed to by said defective condition.
28. Seller will hold Purchaser harmless from any or all damages or liability arising out of the death or injuries to persons or damage to property proximity caused by the negligence of Seller or his agents, servants or employees.
29. Seller shall be responsible for any and all loss or damage to the goods until delivered to Purchaser at the F.O.B. destination point specified on the face of this Purchase Order.

STATUTORY REQUIREMENTS

30. This agreement is subject to cancellation pursuant to ARS §38-511.
31. By accepting this Purchase Order, Seller agrees to comply and maintain compliance with FINA, ARS §41-4401 and ARS §23-214 which requires compliance with Federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
32. Seller certifies compliance with ARS §35-392, the Export Administration Act.
33. Seller agrees to comply with ARS §35-391 and ARS §35-393, and therefore has no scrutinized business operation investments in Sudan or Iran.
34. Seller agrees to comply with fingerprinting requirements in accordance with ARS §15-512 unless otherwise exempted.
35. By accepting the Purchase Order, Seller affirms that Seller has not given, nor intends to give any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to any employee of the School District in connection with this order.
36. By accepting the Purchase Order, Seller confirms that neither it nor its principals is presently debarred, suspended, proposed for

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debarment, declared ineligible, or voluntarily excluded or otherwise precluded from participating in any public procurement activity with any federal, state, or local government entity.

37. By accepting the Purchase Order, Seller agrees to comply with all local, state and federal laws, rules and regulations applicable to the work. All work shall be accomplished in conformance with OSHA safety requirements, and any additional federal, state or local requirements. Seller shall maintain all applicable license and permit requirements.
38. By accepting the Purchase Order, Seller agrees to comply and maintain compliance with FINA, ARS 41-4401 and ARS 23-214 which require compliance with federal immigration laws by State employers, State Contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
39. By accepting this Purchase Order, when working on any projects funded with Federal grant monies, Seller additionally agrees to comply with the administrative requirements for grants and cooperative agreements to state and local governments (24 CFR, Part 85, subpart 36-procurement). This compliance includes sections regarding requirements and regulations pertaining to reporting; patent rights; copyrights; and applicable standards, orders or requirements issued under: 42 USC 74-01-7671q of the Clean Air Act; 33 USC 1251-1387 of the Federal Water Pollution Control Act as amended; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.
40. All federally assisted contracts that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Seller. In projects that are not federally funded, Seller must agree to meet any federal, state or local requirements, as necessary. In addition, if compliance with federal regulations increases the contract costs beyond the agreed on costs on the Purchase Order, the additional costs may only apply to the portion of the work paid by the federal grantee.
41. By accepting the Purchase Order, Seller confirms that no Federal appropriated funds have been paid or will be paid by or on behalf of the Seller to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement.
42. If Federal grant monies are spent under the Purchase Order, Seller may be asked to provide additional information, disclosures and/or certification in compliance with federal regulations. This additional documentation may pertain to, but it is not limited to the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Federal Water Pollution Control Act, and debarment/suspension status.
43. If Federal grant monies are spent under the Purchase Order, Seller agrees to comply with Section 6002 of the Solid Waste Disposal Act and its implementing regulations.
44. If Federal grant monies are spent under the Purchase Order, Seller agrees to comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
45. If Federal grant monies/and or US Department of Agriculture monies are spent under the Purchase Order, Seller agrees to comply with the applicable portions of the School Food Authority's agreement under the program. Seller agrees to conduct program operations in accordance with all applicable laws, orders and regulations, including but not limited to: 7 CFR Parts 210, 215, 220, 225, and 250; Public Law 111-296, the Healthy, Hunger-Free Kids Act 2010; Public Law 105-336, the Buy American provision of the William F Goodling Child Nutrition Reauthorization Act of 1998; OMB Circular A-110, Byrd Anti-Lobbying Amendment 31 USC 1352; federal and USDA civil rights regulations and policies: Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330); and the termination clause of Appendix II to 2 CFR Part 200.

REGISTERED SEX OFFENDER NOTIFICATION RESTRICTION

46. Contractor represents and warrants that no employee of the Contractor, or of its subcontractor, who has been adjudicated to be a registered sex offender will perform work on District's premises or equipment at any time when District students are, or are reasonably expected to be present. Seller further agrees by acceptance of the Purchase Order that a violation of this condition

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shall be considered a material breach and may result in a cancellation of the order at the District's discretion at anytime without written approval of the District Representative, Seller agreed to comply with ARS 13-3821.

Any breach of Contractor's or any subcontractor's warranty shall be deemed to be a material breach of this Contract, subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of the District's rights and the subcontractor's obligations hereunder. Any additional costs attributed directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

INDEMNIFICATION

47. Notwithstanding all other provisions, Purchaser does not agree to accept responsibility, waive liability or indemnify Seller, in whole or in part, for the errors, negligence, hazards, liabilities, contract breach and/or omissions of Seller, its employees and or agents.