

# Roosevelt School District #66 Purchase Order General Terms and Conditions

1. Vendor acknowledges any breach of the Terms and Conditions shall be deemed a material breach subject to penalties up to and including termination of contract.

2. Business Operations - By accepting this purchase order, vendor certifies that in accordance with ARS Sections 35-391 et seq. and 35-393 et. seq., the vendor hereby certifies that the vendor does not have scrutinized business operations in Sudan nor scrutinized business operations in Iran.

3. Fingerprinting Requirements - A contractor, sub-contractor or vendor or any employee of a contractor, subcontractor or vendor, who is contracted to supply services on a regular basis (at least five (5) times during a month) shall at its own expense, obtain a valid fingerprint clearance card in accordance with A.R.S. 41-1758.

A copy of the valid fingerprint clearance card shall be supplied to the District upon request. An exception to this requirement may be made as authorized in Governing Board policy.

4. E-Verification - By accepting this purchase order, vendor agrees to comply and maintain compliance with FINA, ARS 41-4401 and 23-214 which requires compliance of federal immigration laws by State employers, State contractors and State sub-contractors in accordance with the E-Verify Employee Eligibility Verification Program.

5. Registered Sex Offender Restriction - Pursuant to this order, the named vendor agrees by acceptance of this order that no employee of the vendor or a subcontractor of the vendor, who has been adjudicated to be a registered sex offender, will perform work on District premises or equipment at any time when District students are, or are reasonably expected to be, present. The vendor further agrees by acceptance of this order that a violation of this condition shall be considered a material breach and may result in a cancellation of the order at the District's discretion.

6. Offer, Acceptance and Modification - This purchase order is an offer by the Roosevelt School District #66 (Buyer) to Seller to enter into the purchase agreement herein described. Seller's acceptance shall be indicated by the

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prompt and current shipment, or promise to ship, the goods described, or the prompt and current performance, or promise to perform, the services or work described. Buyer reserves the right to revoke or modify this offer. None of the terms and conditions contained in this purchase order may be added to, modified, superseded or otherwise altered except by written authorization of the Purchasing Department. Each shipment received by Buyer from Seller, or any work done by Seller, shall be deemed to be only upon the terms and conditions contained in the is purchase order, and cannot be altered by any terms and conditions contained in any acknowledgement, invoice or other form of Seller, regardless of any act by Buyer of accepting or paying for any shipment or similar act of Buyer. If the goods or services described in this purchase order are the subject of a contract awarded by the Buyer through competitive bidding, or are the subject of a separate contract for services entered into by an authorized representative of the District, then such contracts, together with this purchase order, form the contract, and they are as fully a part of the contract as if hereto attached or repeated.

7. Invoices and Statements - Seller shall furnish invoices to Buyer as specified on the face of this purchase order, or as directed in writing by Buyer. Each purchase order must be separately invoiced. Seller shall include on each invoice the number of this purchase order and the location of the destination facility. Seller shall also furnish upon request separate monthly statements to Buyer covering invoices payable to Buyer.

8. Sales, Use and Federal Excise Taxes - District is exempt from Federal Excise Taxes. A Use tax will be paid by the District directly to the State. Local sales taxes will be paid and collected by the Seller/Vendor.

9. Cancellation - Buyer reserves the right to cancel all or any portion of the purchase order if Seller does not make deliveries as specified, time being of essence in this contract, or if Seller breaches any of the terms thereof including, without limitation the warranties of Seller.

10. Delivery Schedules - If specific quantities or delivery dates are not shown on the face of this order, deliveries are to be made both in quantities and at times specified in schedules furnished by Buyer.

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Buyer may from time to time change delivery schedules or direct temporary suspension of scheduled shipments or suspension of work or services without this implying any modification of the price or other terms and conditions of this purchase order.

11. Excusable Delays - Neither Buyer or Seller shall be liable for a failure to perform that arises from causes or events beyond reasonable control and without its faults, or negligence, including labor disputes of any kind. In the event of a delay in performance, Buyer, at its option, may accept delayed delivery of goods or delayed provision of services or work or cancel this order without obligation to Seller.

12. Packing Marking and Shipping - No additional charges of any kind, including charges for packing, marking, routing, shipping, or other extras will be allowed unless specifically agreed to in writing in advance by Buyer. If Buyer agrees to pay shipping charges, vendor will prepay freight charges and include on the invoice. Seller shall pack, mark and ship goods in suitable and durable containers in accordance with the requirements of Buyer and the requirements of the carrier. Seller shall make shipments utilizing the most economical means. Seller shall reimburse Buyer for all expenses incurred by Buyer as a result of improper packing, marking or routing or shipping based upon written notice of such expenses.

13. Inspection, Acceptance and Title - All goods shall be received subject to Buyer's right of inspection and rejection. Defective goods or goods not in accordance with Buyer's specifications will be held for Seller's instruction at Seller's risk and if Seller so directs, will be returned at Seller's expense. If inspection discloses that all or any part of the goods received are not in accordance with Buyer's specifications, Buyer shall have the right to cancel any unshipped portion of the order. Payment for goods on this order prior to inspection shall not constitute acceptance thereof, and is without prejudice to any and all claims that Buyer may have against Seller.

14. Warranty and Indemnity - Seller warrants that the goods delivered to Buyer or work or services performed for Buyer pursuant to this purchase order will conform to Buyer's specifications and instructions and will be free of defects in

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materials and workmanship. Notwithstanding Buyer's inspection as provided for in Section 10, Seller shall indemnify, defend and hold Buyer harmless from any damages to property or personal injuries resulting from or reasonably attributable to any defect in goods or services provided by Seller hereunder.

15. Proprietary Rights - Seller, at its expense, will defend every claim that may be brought against Buyer for any alleged infringements of Seller of any present or future patent, trademark, copyright, industrial design right or other proprietary right based in any manner on the purchase or use of the goods or services hereof. Seller will indemnify and hold Buyer harmless from all expenses and damages that Buyer may sustain by reason of such claims. All technical information disclosed by Seller to Buyer in connection with these goods or services is disclosed on a non-confidential basis. Seller agrees that any information received during any furtherance of Seller's obligations in accordance with this purchase order, which concerns the personal, financial, or other affairs of the Roosevelt School District #66 will be treated by Seller in full confidence and will not be revealed to other persons, firms or organizations.

16. Governmental Regulations - Seller agrees to comply with all federal, state and local laws, rules, regulations, executive orders and ordinances which may be applicable to Seller in performance of its obligations under this purchase order.

17. Interpretation of Contract - This contract shall be construed according to the laws of the State of Arizona.

18. Cancellation - This contract is subject to cancellation pursuant to ARS 38-511.

19. Transportation - Unless otherwise specified, if transportation charges apply, they must be prepaid and added to invoice. No C.O.D. shipments accepted.

20. Materials Safety Data Sheets - MSDS must accompany the delivery of materials defined under hazard communications laws.

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21. Packing List - Packing list must be enclosed with each shipment referencing the P.O. number of each package. The P.O. number must appear on all correspondence.

22. Reassignment - This order may not be reassigned or transferred without written permission of the Purchasing Department

23. Right to Inspect - Vendor further acknowledges that the School District retains the legal right to inspect the papers of any contractor or sub-contractor employee who works on the contract to ensure compliance by the contractor or sub-contractor.