

GLENDALE ELEMENTARY SCHOOL DISTRICT #40
TERMS, CONDITIONS AND INSTRUCTIONS

GENERAL

1. DEFINITIONS: The term **Purchaser** means GESD #40. The term **Seller** means the persons, firm or corporation from whom the merchandise/service has been ordered. The term **Contract Specialist** means a person who prepares requests for quotes, bids, or proposals and monitors compliance of successful offeror.
2. No terms stated by Seller in accepting or acknowledging this order shall be binding upon Purchaser unless accepted in writing by Purchaser.
3. Seller may not assign this order without Purchaser's prior written consent.

COMPLIANCE

4. No change(s) of any kind will be made on this order without the approval of the Purchaser.
5. Unless otherwise specified above, items not received by June 30th will be considered cancelled.
6. Any and all disputes or claims relative to the Purchase Order are subject to resolution through the mechanisms of the Arizona Education Procurement Code. Any signatories agree that if a claim is made against the District and the District prevails under the Procurement Code, the contract party shall be responsible for the District's attorneys' fees and costs.
7. This agreement is subject to cancellation pursuant to ARS 38-511.
8. 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 any other provision.
9. 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. Specifically written terms, conditions and instructions relating to advertised requests for quotes, bids, or proposals by Contract Specialist 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.

CONSULTANT AND PROFESSIONAL CONTRACT SERVICES

10. Those vendors who are hired by the District to perform services shall agree to the following: I certify that I am an independent Seller as defined in ARS 23-902 (C) and that I do not require Worker's Compensation coverage. I hold GESD harmless and waive any rights or claims against the District.

TAXES, INVOICES, PACKING SLIPS

11. We are required to report and pay any Arizona Use Tax incurred or to be incurred on this purchase directly to the Arizona Department of Revenue. Please identify and add such tax only if you pay directly to the state.
12. Invoices must clearly reference only one Purchase Order. 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 and/or services shall be made after receipt of goods and/or services, unless otherwise stated.
13. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed. **Packing lists must reference Purchase Order numbers.** Backorders and split orders must be noted.

SHIPPING AND DELIVERY

14. All items shown on this Purchase Order shall be shipped F.O.B. Destination unless otherwise noted on the Purchase Order.
15. If seller cannot ship without delay, Seller shall immediately notify the Purchaser of that fact and of the probable date of delivery. Goods must be shipped as per instructions, otherwise any extra handling charge will be deducted from invoice.

16. In the event of 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. The Seller agrees the Purchaser may return part or all of any shipment received, and may charge Seller with any loss or expense sustained as a result of such failure to deliver.
17. The "Ship To" address located on the Purchase Order must not be changed without prior approval of the Purchasing Department.
18. A Material Safety Data Sheet must be enclosed with all products containing hazardous substance and the box containing the product shall be clearly marked.

PRICE

19. Price deviations and substitutions in kind are permitted ONLY with authorization of the Purchaser.
20. No boxing, packing or cartage charges will be paid by Purchaser unless specifically authorized in writing by the Purchaser.
21. Purchases on Blanket/Open Purchase Orders shall not exceed the total dollar amount listed on the Purchase Order including tax and freight. Overages become the responsibility of the Seller.

INSPECTIONS

22. All goods are subject to Purchaser's inspection within a reasonable time after arrival at the designation of use. If upon inspection, any goods are found to be unsatisfactory, defective or of inferior quality of workmanship, or fail to meet the specifications or any other requirements to 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 nonconforming goods. Seller shall reimburse Purchaser for any amount paid by Purchaser for such nonconforming goods and for any costs incurred by Purchaser in connection with the delivery of such goods.
23. Purchaser will notify Seller within a reasonable time frame of any items that Purchaser wishes to return to Seller for credit, or exchange for other goods. Seller has 30 days following notification of return or exchange to retrieve the unwanted items from Purchaser. If the items have not been picked up by Seller after 30 days, Purchaser may dispose of unwanted items at their convenience.

WARRANTIES

24. 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. The warranty is in addition to any express warranty or service guarantee given by Seller to Purchaser. Seller warrants that the goods are free and clear of all liens and encumbrances and that the Seller has a good 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 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 or delivered hereunder shall be covered by any patent, copyright or application therefore 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 any and all claims, suits or judgments on the account of the use of such goods in violation of rights under such patent, copyright, application or other right-claim of any third person.

LIABILITY OF SELLER

33. In the event any goods sold or 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 are contributed to by said defective condition.
34. Seller will hold Purchaser harmless from any or all damages or liability arising out of death or injuries to persons or damage to property proximately caused by the negligence of Seller or his agents, servants or employees. Seller shall be responsible for any and all loss or damage to goods until delivered to Purchaser at F.O.B. designation point that is specified on the face of the Purchase Order.

REGISTERED SEX OFFENDER RESTRICTION

35. 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 subSeller 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.

SELLER'S EMPLOYMENT ELIGIBILITY

36. By accepting this Purchase Order, Seller agrees to comply and maintain compliance with FINA, A.R.S. 41-4401 and A.R.S. 23-214 which require compliance with federal immigration laws by State employers, State Sellers and State subSellers in accordance with the E-Verify Employee Eligibility Verification Program.

FINGERPRINTING REQUIREMENTS

37. A Seller, subSeller or vendor or any employee of a Seller, subSeller or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card in accordance with A.R.S. 15-512. An exception to this requirement may be made as authorized in Governing Board policy. Sellers, subSellers or vendors and their employees shall not provide services on school district property until so authorized by the District.

TERRORISM COUNTRY DIVESTMENTS

38. By accepting this Purchase Order, Seller agrees to comply with A.R.S. 35-392 and confirms that the Seller is in compliance with the Export Administration Act.

COMPLIANCE WITH APPLICABLE LAWS

39. By accepting this 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.
40. By accepting this Purchase Order, Seller confirms that they are not currently suspended, debarred or otherwise precluded from participating in any public procurement activity with any federal, state or local government entity.
41. By accepting this Purchase Order, Seller agrees, when working on any federally assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act, the Davis-Bacon Act (Section 29, CFR Part 5), the Copeland "Anti- Kickback" Act, and the Equal Opportunity Employment requirements of Executive Order 11246 as amended by Executive Order 11375. In such projects, Seller agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. In addition, to comply with the Copeland Act, Seller must submit weekly payroll records to the member. Seller must keep records for three years and allow the federal grantor agency access to these records, upon demand. Seller also agrees to comply with State of Arizona Executive Order 75-5, as amended by Executive Order 99-4.
42. 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: Section 306 of the Clean Air Act; Section 508 of the Clean Water Act; Executive Order 11738; EPA regulations; and standards and policies related to the Energy Policy and Conservation Act.
43. 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 the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.
44. If Federal grant monies are spent under this contract, Seller may be asked to provide additional information, disclosures and/or certification in compliance with Federal regulations. This additional documentation may pertain to, but is not limited to, the following: federal lobbying (Section 319 of Public Law 101-121), international shipping, Clean Air Act, Clean Water Act, and debarment / suspension status.