

YESD Purchase Order Terms and Conditions

The following terms and conditions of the Yuma Elementary School District No. 1 Purchasing Department are binding on this order. They are in addition to any terms and conditions in contracts awarded after bid.

The Price for each ordered item may not be exceeded. Any increases OR Substitutions require written approval from the Procurement Specialist or designee.

Non-Conformity: All goods and/ or materials purchased herein are subject to approval of the YESD Procurement Specialist or designee. Any rejection of goods and/ or materials resulting because of non-conformity to the terms, conditions, delivery, price, quality or specifications of this order will be at Vendor's risk and expense.

Fiscal Year Delivery: YESD Purchase Orders are designed to be filled within each fiscal year of July 1st to June 30th or be automatically cancelled at the end of this time period. The only exception to this condition is prior approval in writing from the Procurement Specialist or designee for an extension of delivery date.

Warranties: Vendor Warrant articles supplied under this order are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition the materials must then fit that particular purpose.

Liens, Claims, and Encumbrances: Vendor Warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

Infringements: Vendor agrees to protect and save harmless YESD against all claims for patent, trademarks, copyright, or franchising infringement arising from the purchase, installation, or use of material ordered on this order and to assume all expense and damage arising from such claim.

Termination: In the event of a breach by Vendor of any of the provisions of this Purchase Order, YESD reserves the right to cancel and terminate this order forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by YESD resulting from termination because of breach of provisions.

Title: Title to the materials and/ or supplies purchased hereunder shall pass directly from Seller to YESD at the F.O.B point shown subject to the right of YESD to reject upon inspection.

Damage Materials Claims: All Claims from carrier for damage shall be the responsibility of the Vendor. YESD may contact carrier for inspection and claim forms to forward the Vendor.

Delivery: For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain approval thereto from the Procurement Specialist or designee. With respect to delivery under this order, time is of the essence and the order is subject to cancellation for failure to deliver on time.

Identification/ Payment: All invoices, packing lists, packages, shipping notices, and other written documents affecting this order shall contain the applicable Purchase Order Number. Packing list shall be

enclosed with each shipment shipped pursuant to this order, indicating the contents of each package. Invoices will not be processed for payment until items invoiced are received, inspected and accepted by YESD.

Taxes: YESD is subject to provisions of the combined State and City sales tax. Any vendor from outside the City of Yuma indicating Tax in excess of the 5% State Tax must place on file with YESD Finance Department a City Business Privilege License. YESD is exempt from Federal Excise Tax and will sign Exemption Certificates upon request. YESD is exempt from paying sales or use tax on printed photographic, electronic or digital materials or media purchased for its libraries.

Discount and Payment Periods: In the event YESD is entitled to a cash discount, the period of computation for said discount or for other specified payment periods shall commence on the date of receipt of the merchandise or service or receipt of a corrected completed invoice, whichever is later. If an adjustment in payment is necessary, due to damage or other fault of the seller, the cash discount or payment period stated on the purchase order shall apply and govern regardless of cash discount or payment terms, or the lack thereof, on any invoices submitted by seller.

Seller's Liability: Seller assumes the entire responsibility and liability or losses, expenses, damages, demands and claims in connection with or arising out of any personal injury or alleged personal injury (including death) and/ or damage or destruction or alleged damage or destruction to property sustained or alleged to have been sustained in connection with or to have arisen out of the performance of the work by Seller, its agents, employees, subcontractors and consultants, save and except liability as may result from, or be in connection with or to have arisen out of the negligent performance of the work by or willful misconduct of YESD. Seller shall indemnify and hold harmless YESD, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any alleged personal injury or damage and shall pay any damage and expenses including attorney's fees, in connection with or resulting from such suit or action.

Conflict of Interest: All parties hereby are put on notice that this order is subject to cancellation if any YESD employee or Governing Board Member has substantial interest in the firm and/ or materials as listed and has not followed State and district rules governing orders in such interest. Vendor must further certify that they have not paid or agreed to pay any person, other than a bona fide employee a fee or a brokerage resulting from the award of the Purchase Order.

Non- Discrimination: During Performance of the Purchase Order the Seller agrees not to discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, sexual orientation, disability, age or national origin. Seller agrees that all individuals eligible to receive services under this Purchase Order will have equal access to those services regardless of race, religion, color, sex, sexual orientation, disability, age or national origin.

Remedies and Applicable Law: This Contract shall be governed by YESD, and Vendor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This Contract shall be governed by the law of the State of Arizona, and suits pertaining to this Contract may be brought only in the courts of the State of Arizona.

Registered Sex Offender Prohibition: Pursuant to this purchase 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.

Registered Scrutinized Business Operations: By acceptance of this purchase order in accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Iran or Sudan.

Contractor's Employment Eligibility: By acceptance of this purchase order, vendor agrees to comply and maintain compliance with FINA, A.R.S. 41-4401 and 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.

Fingerprint and Background Checks: By acceptance of this purchase order, vendor agrees to comply with fingerprinting requirements in accordance with A.R.S. 15-512 unless otherwise exempted.