

# FLAGSTAFF UNIFIED SCHOOL DISTRICT TERMS, CONDITIONS AND INSTRUCTIONS

## GENERAL

1. Definitions: The term Purchaser means Flagstaff Unified School District No. 1 (FUSD) and the term Seller means the persons, firm or corporations from whom the merchandise or service has been ordered.
2. Buyer means a person who buys or contracts to buy goods and services on behalf of FUSD (Purchaser).
3. No items 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 prior written consent.
5. Time is of the essence of this order.

## COMPLIANCE

6. This order and all rights and obligations hereunder shall in all respects be governed by and construed in accordance with the laws of the State of Arizona.
7. No waiver of a breach of any provisions or any part of any provision of this order shall constitute a waiver of any other breach of such provision or any other provision.
8. 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.
9. 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.
10. By accepting this purchase order, seller agrees to comply and maintain compliance with FINA, ARS § 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.
11. By accepting this purchase order, seller agrees to comply with fingerprinting requirements in accordance with ARS § 15-512 unless otherwise exempted.
12. Pursuant to this order, seller agrees by acceptance of this order that no employee of the seller or a subcontractor of the seller, 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 seller 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.
13. All contract claims and controversies under this Contract shall be resolved according to ARS §15-213 and rules adopted thereunder including AAC R7-2- 1155 through 1185.
14. Seller understands and agrees that it shall be solely responsible for compliance with the Patient Protection and Affordable Care Act, Public Law 111-148 and the

Health Care Education Reconciliation Act, Public Law 111-152 (collectively the Affordable Care Act "ACA"). Contractor shall bear sole responsibility for providing health care benefits for its employees who provide services to FUSD as required by state or federal law.

15. By accepting this Purchase Order, seller acknowledges ARS § 35-392 which prohibits the State and its political subdivisions from purchasing from companies that are in violation of the Export Administration Act.
16. By accepting this Purchase Order and in accordance with ARS § 35-393, the Seller certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
17. By accepting this Purchase Order and in accordance with ARS § 35-394, the Seller certifies that they are not currently engaged in, and agrees for the duration of the contract to not engage in the forced labor of ethnic Uyghurs in the People's Republic of China.

## CONSULTANT AND PROFESSIONAL CONTRACT SERVICES

17. THOSE SELLERS WHO ARE HIRED BY FUSD TO PERFORM SERVICES SHALL AGREE TO THE FOLLOWING:  
Certify that I am an independent contractor as defined in ARS § 23-902 (C) and that I do not require Worker's Compensation coverage. I hold the Flagstaff Unified School District No. 1 harmless and waive any rights or claims against the FUSD.

## INVOICES, PACKING SLIPS

18. Invoices must be itemized, showing quantity, unit price, line item number, labor, material and state and/or local taxes.
19. Purchase Order number must appear on all invoices, packing slips, packages and correspondence.
20. Seller shall send separate duplicate invoices for each purchase order number.
21. Seller shall enclose one packing slip and mark the package in which the packing slip is enclosed.

## SHIPPING AND DELIVERY

22. All items shown on this Purchase Order shall be shipped F.O.B. destination unless otherwise noted on the Purchase Order.
23. If Seller cannot ship order without delay, Seller shall immediately notify the Buyer of that fact and of the probable date of delivery.
24. Goods must be shipped as per instructions; otherwise any extra handling charge will be bill back to Seller.
25. Purchase will not be responsible for any goods delivered or services rendered without a Purchase Order.
26. In the event of Seller's failure to deliver as and when specified, Purchaser reserves the right to cancel this order or any part or all of any part thereof without prejudice to its other rights, and 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.

#### **PRICE**

27. Price deviations and substitutions in kind are permitted ONLY with authorization of the Buyer.
28. No boxing, packing or cartage charges will be paid by Purchaser unless specifically authorized in writing by the Buyer.
29. It shall be understood that the cash discount price period to date of the invoice or the date of the receipt of goods whichever the later date is.

#### **INSPECTIONS**

30. 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 of this order, Purchaser may return such goods to Seller at Seller's expense. Payment for goods prior to inspections 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.

#### **WARRANTIES**

31. 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 serve guarantee given by Seller to Purchaser.
32. 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.

33. 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 and services. 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.
34. 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 such goods in violation of rights under such patent, copyright application or other right-claim of any third person.

#### **LIABILITY OF SELLER**

35. 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.
36. Seller will hold Purchaser harmless from any or all damages or liability arising out of death or injuries to persons or damage to property proximity caused by the negligence of Seller or his agents, servants or employees.
37. Seller shall be responsible for any and all loss or damage to the goods until delivered to Purchaser at F.O.B. designation point that is specified on the face of the Purchase Order.
38. The Purchaser shall endeavor to pay all invoices no later than 30 days from date of product/service charge.
39. This agreement is subject to cancellation pursuant to ARS § 38-511.