

STANDARD PURCHASE ORDER TERMS AND CONDITIONS

The materials, supplies or services covered by this Order shall be furnished subject to the following terms and conditions, which shall not be modified or rescinded except by written agreement of the parties and which Vendor agrees to be bound by and to comply within all particulars, and no other terms and conditions shall be binding upon the parties. By accepting the Order or any part thereof, the Vendor agrees to and accepts all terms, prices, delivery dates, specifications and other conditions of the procurement and these Terms and Conditions.

- 1. INVOICES:** Vendor shall certify that all invoices submitted relative to this Order will represent materials and/or services that have been actually delivered and/or performed to the Mohave County Community College District, ("College") that no member or other officer of the College Board of Governors or any person in the employ of the College will have been interested therein; that said claim will be just, due and unpaid and that there will have been no offsets against same; that the item and specifications will be correct, that the sums charged will be reasonable and just, that no payment will have been made on account thereof, except as included or referred to in such invoice or statement.
- 2. INSPECTION:** The materials, supplies or services furnished shall be exactly as specified in this Order, free from all defects in design, workmanship and materials, and except as otherwise provided in this order, shall be subject to inspection and test by College at all times and places. If prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, College may reject them and require Vendor to correct them without charge, or require delivery of such materials, supplies and services at a reduction in price which is equitable under the circumstances. Vendor shall bear all risks as to rejected materials, supplies and services and in addition to any costs for which Vendor may become liable to College under other provisions of this Order, shall reimburse College for all transportation costs, other related costs incurred, or payments to Vendor in accordance with the terms of this Order for rejected materials, supplies and services. Notwithstanding final acceptance and payment, Vendor shall be liable for latent defects; fraud; negligence or omission resulting in damage or loss to the College.
- 3. CHANGES:** College may make changes within the general scope of this Order in quantities, drawings, specifications, time for performance, place of delivery, method of shipment, or packaging of the Order by giving notice to Vendor and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of this Order, an equitable adjustment in the price or delivery or both shall be made. No change by Vendor shall be recognized without notification of such change unless College waives this condition. Nothing in this item 3 shall excuse Vendor from proceeding with performance of the Order as changed hereunder.
- 4. TERMINATION:**
 - A.** College may, by written notice stating the extent and effective date, terminate this Order for convenience, in whole or in part, at any time. College shall pay Vendor as full compensation for performance until such termination: (1) the unit or pro-rata Order price for the delivered and accepted portion and (2) a reasonable amount, not otherwise recoverable from other sources by Vendor as approved by College, with respect to the undelivered or unaccepted portion of this Order, provided compensation hereunder shall in no event exceed the total Order price.
 - B.** College may by written notice terminate this Order for Vendor's default, in whole or in part, at any time, if Vendor refuses or fails to comply with the provisions of this Order or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the materials or supplies or perform the services within the time specified or any written extension thereof. In such event, College may purchase or otherwise secure materials, supplies or services and except as otherwise provided herein, Vendor shall be liable to College for any excess costs incurred by the College.

If, after notice of termination for default, College determines that the failure to perform this Order is due to causes beyond the control and without the fault or negligence of Vendor (including, but not restricted to, acts of God or of the public enemy, acts of College, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of College, unless College shall determine that the materials, supplies, or services covered by this Order were obtainable from other sources in sufficient time to meet the required delivery schedule.

- C.** If College determines that Vendor has been delayed in complying with the requirements of this Order in the opinion of College due to causes beyond the control and without the fault or negligence of Vendor, College may extend the

time for performance, when promptly applied for in writing by Vendor, and if such delay is due to failure of College, not caused or contributed to by Vendor, to perform services or deliver goods in accordance with the terms of the Order, the time and price of the Order shall be subject to change under item 4. Sole remedy of Vendor in event of delay by failure of College to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of the delay. The rights and remedies of College provided in this section shall not be exclusive and are in addition to any other right and remedies provided by law or under this Order.

5. **COMPLIANCE WITH LEGAL REQUIREMENTS:** The Seller shall comply with all State and Federal Laws applicable to Vendor operations.
6. **TITLE:** Title to the materials and supplies purchased hereunder shall pass directly from Vendor to College at the f.o.b. point shown, subject to the right of College to reject upon inspection.
7. **VENDOR'S LIABILITY:** Vendor assumes the entire responsibility *and* liability for 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 to property sustained, or alleged to have been sustained, in connection with or to have arisen out of the performance of the requirements of this Order. Vendor, 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 College.
8. **INSURANCE:** Any vendor providing services to College on property owned, leased or being utilized by the College shall maintain during the term of this Order insurance described below issued by companies licensed to do business in Arizona with a current AM. Best rating of not less than B++ with no rating modifiers. Prior to commencing work under this Order, Vendor shall furnish to the address below certificates of insurance evidencing the coverage, conditions, and limits required herein.

Mohave County Community College District
1971 Jagerson Ave.
Kingman, AZ86409
Attn: Purchasing

The insurance policies, except Workers' Compensation and Professional Liability, **shall be endorsed** to name as additional insured **Mohave County Community College District**, its agents, officers, officials, employees, and volunteers with evidence of said endorsement provided to the address herein. The Vendor's insurance shall be primary and any insurance maintained by the College shall be non-contributory. If any part of this Order is sub-contracted, the insurance requirements herein shall apply to any tier or sub-tier of Vendor.

If any insurance policies are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the goods or services and must be evidenced by annual certificates of insurance. The insurance policies shall be endorsed stating they shall not expire, be cancelled, suspended, voided or materially changed without 30 days-written notice to the Purchasing Director via certified mail.

The following insurance coverage and limits are required:

- A. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products and completed operations including but not limited to the liability assumed under the indemnification provision of this Agreement.
 - B. Automobile Liability insurance with a combined single limit for bodily injury *and* property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's owned, hired, and non-owned vehicles.
 - C. Workers' Compensation insurance with limits statutorily required by state law and Employer's Liability insurance of not less than \$100,000 for each accident. \$100,000 disease for each employee, and \$500,000 disease policy limit.
9. **INDEMNITY:** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless College, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including but not limited to attorney fees and court costs arising from the acts, errors, mistakes, omissions, work or

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service of the Vendor, its agents, employees, or any tier of Vendor's subcontractors in the performance of this Order. Any insurance required herein will not be construed as limiting the scope of this indemnification.

10. **DISCOUNT PERIOD:** The cash discount period available to College shall commence on the date of the receipt of the merchandise or on the date of receipt of the invoice, whichever may be the later.
11. **PAYMENT:** Vendor shall be paid, upon submission of acceptable invoices, as follows:
 - A. Under \$500.00 - 100% completion of order delivered and accepted;
 - B. Over \$500.00 - materials, supplies or services delivered. accepted and invoiced.

In the event any article sold and delivered hereunder shall be covered by any patent, copyright, or application therefore, Seller will indemnify and **save** harmless College from any and all loss, cost or expense on account of any and all claims, suits or judgments on account of the use or sale of such article in violation of rights under such patent, copyright or application.

Vendor agrees not to use the name of College or to quote the opinion of any College employee in any advertising without obtaining the prior written consent of College.

12. **NON-DISCRIMINATION:** During the performance of this Order, the Vendor agrees as follows:
 - A. The Vendor will comply with all provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965, as amended, and relevant orders of the Secretary of Labor and all applicable Municipal, State and Federal laws.
 - B. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, physical handicap not related to job performance, and Vietnam era veterans. The Vendor will take affirmative action to ensure that applicants are employed **and** that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer. recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.
13. **IMMIGRATION LAW COMPLIANCE:** The Vendor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State immigration laws and regulations related to the immigration status of its employees. Vendor shall obtain statements from its subcontractors of every tier certifying compliance and shall furnish the statements to the College upon request. These warranties shall remain in effect through the term of this Order, and the Vendor and its subcontractors of every tier shall also maintain Employment Eligibility Verification forms (1-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work pursuant to this Order. 1-9 forms are available for download at USCIS .GOV. The College may request, and the Vendor agrees to furnish, verification of compliance from the Vendor or its subcontractors of any tier performing work pursuant to this Order. Should the College reasonably believe or discover that the Vendor or its subcontractors of any tier are not in compliance, the College may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Order for default, and suspension and/or debarment of the Vendor or its subcontractors. All costs necessary to verify compliance are the responsibility of the Vendor.
14. **COMPLIANCE WITH A.R.S. §§ 35-391.06 AND 35-393.06:** Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, the Vendor shall certify that it does not have a scrutinized business operation in either Sudan or Iran.
15. **CANCELLATION:** This Order is subject to cancellation by the College for violation of the provisions of A.R.S. § 38-511.

College may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous custom, practice or course of dealing to the contrary.

Affirmative Action/Equal Opportunity College