

# Purchase Order Terms & Conditions

1. **Acknowledgements and Acceptance.** The terms of this purchase order shall control over conflicting Contractor's terms, unless the City of Goodyear ("City") accepts Contractor's terms in writing. The terms and conditions in a City-approved contract under which this purchase order is issued shall control in a conflict. No oral agreement or other understanding shall in any way modify this order or the terms or conditions hereon. Contractor's action in accepting this order, delivering materials, or performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions.
2. **Price.** Contractor shall charge the City the lowest and best price. All prices shall be FOB destination and include all freight, packing and handling charges, which shall be prepaid by Contractor. All goods delivered and services shall be free from all liens.
3. **Billing/Payment.** A separate invoice with the purchase order number shall be issued by Contractor, to the City Attn. Accounts Payable, for each shipment of material or service performed and mailed at the time of shipment or completion of service. If invoice is subject to a cash discount, the discount period will be calculated from the date of receipt of the invoice, material or service, whichever is later. Payment will not be issued prior to the City's receipt and acceptance of material or services.

4. **Federal Tax Exemption.** As a political subdivision of the State of Arizona, the City is exempt from federal excise tax.
5. **Packing.** No extra charges shall be made for packaging or packing material unless expressly authorized in this purchase order or contract. Contractor shall be responsible for safe packing which must conform to the requirement of carrier's tariffs. All shipments must carry the correct quantity, product identification, purchase order number, receiving address and product department plainly marked on all packages.
6. **Deliveries.** Time is of the essence in placing this order. City reserves the right to cancel and reject the goods upon default by Contractor in time, rate or manner of delivery. City reserves the right to refuse shipments made in advance of any scheduled delivery date appearing on the face of this purchase order.
7. **Title.** Title for materials shall pass when the materials are inspected and accepted by the City.
8. **Quantity.** The quantity of goods ordered must not be changed without the City Procurement Officer's prior permission in writing.
9. **Warranty.** Contractor shall warrant the goods and services for one (1) year from acceptance by the City to be free from defects in design, workmanship and materials.

10. **Inspection.** All articles are subject to inspection and testing at place of manufacture, the destination or at both places by the City's representative. Materials failing to meet the requirements of this order will be held at Contractor's risk with Contractor responsible for the costs of transportation, unpacking, inspection, repacking, reshipping or other like expenses.
11. **Changes.** The City shall have the right, by a written change order, to make changes in the work to be performed or the materials to be furnished or time of delivery by Contractor.
12. **Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the City, its agents, officers, and employees from any and against all claims, damages, losses, and expenses whatsoever (including but not limited to attorney fees and costs of litigation), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor agrees to indemnify and hold the City harmless for, from and against any loss, damage or expense whatsoever resulting from any and against all claims, damages, losses and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in this purchase order and, upon written request, Contractor will defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and will pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits.

13. **Waiver.** Waiver by the City of a condition in any shipment shall not be considered a waiver of any other terms of this purchase order or contract or that condition for subsequent shipments.
14. **E-verify.** Contractor, on behalf of itself and any subcontractors, warrants compliance with the e-verify statute, A.R.S. § 23-214(A). Breach of this warranty shall be deemed a material breach of this contract, and shall subject Contractor to penalties up to and including termination of the contract. City retains the right to inspect the papers and records of Contractor's and subcontractor's employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of contractor found in A.R.S. § 41-4401 and subcontractor has the same meaning found in A.R.S. § 41-4401.
15. **Independent Contractor.** Contractor shall be and act as an independent contractor, and under no circumstances shall this Contract be construed as one of agency, partnership, joint venture or employment between the Parties.
16. **Jurisdiction.** This Contract shall be governed, construed and interpreted by, through and under the laws of the State of Arizona. Any action arising out of or related to this contract shall be brought in the Superior Court, Maricopa County, Arizona.
17. **Cancellation.** This Contract is subject to cancellation pursuant to A.R.S. § 38-511.

18. **Severability.** If any part of this Contract is found by a court to be unenforceable, the remaining provisions shall, nonetheless be enforceable to the extent allowed by law.
19. **Compliance with laws.** Contractor shall comply with all applicable federal, state, and City regulations, codes, and laws; and be liable for all required insurance, licenses, permits and bonds; and pay all applicable federal, state, and city taxes.
20. **Default.** In case of default by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess cost and may seek other remedies under law or equity.
21. **Continuation of Services-Israel:** Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.