

**PURCHASE ORDER TERMS AND CONDITIONS
FOR GOODS AND SERVICES PURCHASED BY THE SKAGIT TRANSIT SYSTEM (AKA. SKAGIT TRANSIT)**

This Purchase Order contract incorporates the following terms and conditions and includes, but is not limited to, the terms and conditions contained in the Invitation to Bid; Request for Proposal; Request for Quotations; Assurances and Quotations provided by the vendor; specifications; plans; and published applicable rules and regulations of Skagit Transit, The Federal Transit Administration and the laws of the State of Washington, which are hereby incorporated by reference.

DEFINITIONS: PURCHASER is the Skagit Transit Contracts Administrator, or authorized designee. VENDOR is a company from which goods or services are purchased. FTA is the Federal Transit Administration. CFR is the Code of Federal Regulations. RCW is Revised Code of Washington.

- (1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of the order will be effective without written consent of the Purchaser.
- (2) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all costs, expenses expended or incurred by the Purchaser in connection therewith and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit and that venue shall be in Skagit County.
- (3) **DELIVERY:** For any exception to the delivery date as specified on the order, Vendor shall give prior notification and obtain written approval thereto from the Purchaser. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver as specified.
- (4) **FTA REQUIRED CONTRACT CLAUSES:** For federally funded purchases, as set forth in the FTA Master Agreement as authorized by 49 U.S.C., *the full text of all FTA required clauses will be provided to the Vendor upon request and is also available on-line at www.SkagitTransit.org. All FTA required clauses and the background law contained in the CFR are available on-line at www.fta.dot.gov.* Clause titles appear below:

All Contracts: Access to Records and Reports; Civil Rights & ADA Requirements; Disadvantaged Business Enterprises (DBE); Energy Conservation; Federal Changes; Incorporation of FTA Terms; No Federal Government Obligations to Third Parties; Program Fraud and False or Fraudulent Statements and Related Acts.

All Contracts, as applicable: Clauses applicable to this purchase will be checked.

Bus Testing; Cargo Preference; Charter Service Operations; Drug and Alcohol Testing; Fly America;
 Conformance with ITS National Architecture; Patent and Rights in Data; School Bus Operations;
 Pre-Award & Post Delivery Audits; Privacy Act; Transit Employee Protective Arrangements.

Construction Contracts over \$2,000: FTA requires federal rules to comply with CFR 29 provided in the following clauses: Contract Work Hours and Safety Standards Act; Copeland Anti-Kickback Act; Davis-Bacon Act; Seismic Safety. **NOTE:** WA State and/or Federal prevailing wage and public works rules may also apply to construction contracts.

Contracts over \$10,000: Recycled Products (material contracts); Termination Provisions.

Contracts over \$25,000: Debarment and Suspension.

Contracts over \$100,000, as applicable: Bonding Requirements; Breaches and Dispute Resolution; Buy America;
 Clean Air and Clean Water Requirements; Lobbying; Transit Vehicle Manufacturer (TVM) Certifications.

Contracts over \$500,000: Notification of Federal Participation.

- (5) **GIFTS AND GRATUITIES:** In accordance with RCW 43.19 and 42.52, it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with Skagit Transit business practices to another. Further RCW 43.19.1937, the Ethics in Public Service Law, Chapter 42.52 RCW, Skagit Transit Ethics Policy and Federal Law prohibits Skagit Transit employees or Board members from receiving, accepting, taking or seeking gifts from Vendors.
- (6) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims or encumbrances of any kind.
- (7) **PAYMENTS:** Invoices will not be processed for payment until receipt of a properly completed invoice and all invoiced items are received. Payment shall be made to Vendor within thirty (30) days of receipt and approval of invoice.
- (8) **REJECTION:** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order will be at Vendor's risk and expense.
- (9) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Burlington, WA. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier, and to bill for shipping as a separate item on the invoice for said charges. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
- (10) **TAXES:** Unless otherwise indicated, the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for Federal Excise Tax.

Attached Terms and Conditions (#1 through #10) to Skagit Transit Purchase Order