

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

This Purchase Order contract ("PO") contains the following terms and conditions, and also incorporates by reference all terms and conditions contained in any written Agreement between the Parties; solicitation documents; assurances and quotations provided by the Vendor; Specifications; Plans; and published applicable rules and regulations of Skagit Transit, the federal government, and the laws of the State of Washington. The PO may be supplemented with additional terms and conditions at the discretion of Skagit Transit.

DEFINITIONS: PURCHASER is the Skagit Transit Contracts Administrator, or designee. VENDOR is a company or individual from which goods or services are purchased. FTA is the Federal Transit Administration. U.S.C. is United States Code. RCW is Revised Code of Washington.

ACCEPTANCE OF TERMS: Performance of any work by Vendor will constitute acceptance to all terms and conditions listed which are a condition of Skagit Transit's obligation to pay. Vendor shall not include in any invoice any term or condition that conflicts with this PO, and to the extent of any conflict, the PO shall prevail. If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the Parties remain in effect.

- (1) **CHANGES:** No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without mutual written consent of the Parties through a PO, Contract Amendment, or Change Order issued by Purchaser.
- (2) **COMPLIANCE WITH APPLICABLE LAWS:** Vendor shall comply with applicable federal, State, and local laws and regulations. Purchaser may terminate this order for Vendor's non-compliance thereto and further determine the Vendor to be a non-responsible Contractor.
- (3) **DEFAULT:** Vendor covenants and agrees that in the event suit is instituted by Purchaser for any default on the part of Vendor, and Vendor is adjudged by the court to be in default, Vendor shall pay all of Purchaser's costs expended or incurred in connection therewith, including reasonable attorney's fees. Vendor agrees that venue for any action shall be brought in Skagit County Superior Court in the State of Washington.
- (4) **DELIVERY:** Receiving hours are 8:00 a.m. to 5:00 p.m. Monday – Friday. Safety Data Sheets (SDS) must be included with shipments of any material requiring this documentation per OSHA and WSHA regulations. Vendor must obtain a signature from Purchaser's Receiving Clerk, or designee, to verify proof of delivery. Delivery shall not be complete until the goods or services have been received, inspected, and accepted by Purchaser. Vendor shall give Purchaser prior notification and obtain written approval for late deliveries. Order is subject to termination for failure to deliver as specified.
- (5) **FTA REQUIREMENTS:** 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 under "About Us" in the Procurement section. These clauses and the background law contained in the CFR are available at www.fta.dot.gov. All mandatory requirements and other items as checked below are applicable to this purchase:*

 - a) All Contracts – Mandatory: Access to Records and Reports; Civil Rights Requirements; Disadvantaged Business Enterprises (DBE); Federal Changes; Incorporation of FTA Terms; No Federal Government Obligations to Third Parties; Program Fraud and False or Fraudulent Statements and Related Acts.
 - b) Conditional Provisions: ___ADA Access; ___Cargo Preference; ___Charter Service Operations; ___Drug and Alcohol Testing; ___Energy Conservation; ___Fly America; ___Patent Rights ___Rights in Data & Copyrights; ___Privacy Act; ___Transit Employee Protective Arrangements.
 - c) Construction Contracts over \$2,000: ___Copeland Anti-Kickback Act; ___Davis-Bacon Act; ___Seismic Safety (new buildings & additions). NOTE: WA State prevailing wage and public works requirements also apply to construction contracts.
 - d) Contracts over \$10,000: ___Recycled Products (material contracts); ___Termination
 - e) Contracts over \$25,000: ___Debarment and Suspension
 - f) Contracts over \$100,000, as applicable: ___Bonding; ___Breaches and Dispute Resolution; ___Clean Air and Clean Water Requirements; ___Contract Work Hours and Safety Standards Act; ___Lobbying.
 - g) Contracts over \$150,000, as applicable: ___Buy America; ___Contract Work Hours and Safety Standards Act

- (6) **GIFTS AND GRATUITIES:** In accordance with Chapter 43.19 RCW, 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 or personal value in conjunction with Purchaser's business practices. Purchaser's employees and Board members may not receive, accept, take, or seek gifts from Vendors.
- (7) **INDEMNIFICATION:** Vendor shall indemnify, defend, and hold harmless Purchaser and its officers, agents, and employees from and against all claims, suits, or actions of any nature arising out of, or related to: a) the acts or omissions of Vendor, its officers, agents, employees, or subcontractors; b) use of the goods or services provided; and c) the infringement of a third party's patent, trademark, copyright, or other intellectual property right. Neither party assumes any responsibility to the other party for the consequence of any act or omission of any person, firm or corporation not a party to this Contract.
- (8) **INSPECTION AND REJECTION:** All goods or materials purchased herein are subject to inspection and approval by Purchaser. Any rejection resulting out of non-conformity to the terms and specifications of this order, or latent defects discovered after delivery, will be at Vendor's risk and expense. All UCC implied and expressed warranties are incorporated herein; Vendor shall transfer all warranties to Purchaser.
- (9) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all goods and materials furnished are new, current, and free and clear of all liens, claims, or encumbrances of any kind.
- (10) **PAYMENTS:** Pre-payments are not permitted. Payment terms are Net 30, unless otherwise agreed to by the Parties, and upon Purchaser's approval of a satisfactory invoice for goods delivered and work completed and accepted.
- (11) **SHIPPING AND HANDLING:** All shipments are **FOB Destination, Prepaid and Allowed**, unless otherwise agreed to by Purchaser. Vendor agrees to prepay all shipping charges and route as instructed. If instructions are not provided, Vendor shall route by cheapest common carrier and bill for shipping as a separate item on the invoice for said charges. C.O.D. or collect shipments will not be accepted. Unless otherwise stated, no charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers, reels, etc.
- (12) **TAXES:** Purchaser agrees to pay all State of Washington sales or use tax which shall be reflected on the final invoice, as applicable. Purchaser is exempt from Federal Excise Tax and shall furnish Vendor an exemption certificate where appropriate.