

PURCHASE ORDER CONTRACT

TERMS AND CONDITIONS

ACCEPTANCE OF THIS PURCHASE ORDER BINDS THE VENDOR TO ALL THESE TERMS AND CONDITIONS AND ALL THE TERMS, CONDITIONS AND PROVISIONS INCLUDED IN THE SOLICITATION OF THE PURCHASING DEPARTMENT OFFERED RELATING TO THIS PURCHASE ORDER.

1. **AUTHORITY:** Provisions of this purchase order are pursuant to the authority set forth in the Uintah County purchasing policy, as amended, and the procurement rules and regulations of Uintah County.
2. **CONTRACT JURISDICTION:** The terms, conditions and provisions of purchase orders shall be governed by the laws of the state of Utah.
3. **PRICING AND INVOICING:** Prices to be paid for item(s) ordered are the prices listed on this purchase order, which include all shipping and delivery charges, unless otherwise described on this order. VENDOR will, after delivery, promptly submit a correct invoice to the ordering department. VENDOR agrees that the County has a right to adjust any invoice that reflects incorrect pricing. Unless otherwise specified, payment terms shall be net 30 days. Where cash discounts apply, the period for computing cash discount shall begin on the date a correct invoice, including any adjustment for damage or incomplete shipment, is received by the County. Discount will be taken on the total amount of the invoice.
4. **DELIVERY:** Orders must be shipped directly to the ordering department at the address specified. Shipments must be made in accordance with the item(s) as described and priced on this order. Also, orders must be shipped F.O.B. destination, unless other shipping instructions are described in this order. Unless indicated otherwise, all orders must be shipped promptly (within 3 working days) upon receipt of order. All items on this purchase order are subject to the approval of the Ordering department. Items rejected by the Ordering department for not conforming to specifications in this order shall be at the VENDOR'S risk.
5. **PURCHASE ORDER NUMBER:** Purchase order number must be clearly shown on shipping labels, packing slips, invoices and correspondence related to this purchase.
6. **WARRANTY:** VENDOR warrants that each item delivered in response to this purchase order will conform to the description and specifications detailed by this purchase order and will be free from defects in material, workmanship and design, and be of good and merchantable quality for the intended purpose for which it is sold. Any inspection or acceptance of these items by the Ordering Department shall not waive any obligation by the VENDOR or right of the BUYER under this warranty.
7. **INDEMNITY:** VENDOR agrees to indemnify, save harmless and release Uintah County including all County officers, agents and employees from and against any and all loss, damages, injury, liability, suits and proceedings arising out of the performance of this contract by the VENDOR, its officers, agents, volunteers, employees or subcontractors.
8. **INDEPENDENT CONTRACTOR:** VENDOR shall be an independent contractor, and as such shall have no authorization, expressed or implied to bind Uintah County to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for Uintah County, except as expressly set forth herein.
9. **CONFLICT OF INTEREST:** VENDOR represents that none of its officers or employees are officers or employees of Uintah County unless disclosure has been made in accordance with 67-16-8, U. C. A., 1953, as amended. Further, VENDOR certifies that it has not offered or given any gift or compensation prohibited by 67-16-5, U. C. A., 1953, as amended. Further, VENDOR certifies that it has not offered or given any gift

or compensation prohibited by 67-16-5 U. C. A., 1953, as amended to any officer or employee of Uintah County to secure favorable treatment with respect to being awarded this purchase order.

10. **ANTIDISCRIMINATION ACT:** VENDOR agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34, Chapter 35, U. C. A., 1953, as amended, and Title VI and Title VII of the Civil Right Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. Also, VENDOR agrees to abide by Utah's Executive Order, dated June 30, 1989, which prohibits sexual harassment in the workplace.

11. **CANCELLATION OR REVISION:** This purchase order may be changed, revised or cancelled only by the purchasing department by giving written notice to the VENDOR.