



The University of Arizona
PURCHASE ORDER

PO Number: 96358
Contract Manager: Jeffrey Sembar

96358

Vendor VADATECH INC ATTN: Angela Martinez 11540 S EASTERN AVE HENDERSON, NV 89052		Shipping Address Vivian Jo Hsin Knight PHYSICS-ATMOSPHERIC SCIENCES ,Route Code :TA ,Room #444 1118 E 4 St TUCSON, AZ 85719 UNITED STATES			
Shipping Terms PREPAID AND ADD		Payment Terms Net 30 Days			
Delivery Required By					
Order Date 03-22-2013	Customer #	Billing Address The University of Arizona Accounts Payable P. O. Box 3607 Tucson, AZ 85722-3607 520-621-9097 Invoice status inquiry: accts_pay@fso.arizona.edu; fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu			
Delivery Instructions	Contract ID				
Vendor Note(s) 702-896-0332					
Quote # 12033 ATC807-000-000-000					
Vendor Stipulations and Information * VENDOR: PLEASE FILL ORDER AS FAXED. PAPER COPY WILL NOT BE MAILED. PLEASE CONFIRM RECEIPT VIA FAX 520-621-5179 THANKS * NOTE: THE UNIT PRICING STATED BELOW IS ESTIMATED. ITEM UNIT COST CANNOT EXCEED 25% OR \$25 MORE THAN THE AMOUNT STATED WITHOUT AUTHORIZATION FROM THIS OFFICE. *** T A X E X E M P T I O N *** THIS PURCHASE IS EXEMPT FROM ARIZONA SALES TAX AND APPLICABLE CITY PRIVILEGE TAX. **PLEASE SEE THE ATTACHED TAX EXEMPTION CERTIFICATE.**** * FEDERAL GRANT *					
Item No.	Quantity	UOM	Description	Unit Cost	Extended Cost
1	1.00	EA	Part # ATC807-000-000-000 Low Cost 26 Port 10 GbE and GbE ATCA Switch, No Fiber 10GBase SR, No Fiber 10 GBase-LR, No Copper 1000Base-TX, No Fiber 1Gbe SX, No Fiber 1Gbe LX. Department contact Vivian Jo Hsin Knight 520-626-9677	2500.0000	\$2,500.00
			FREIGHT - Shipping and insurance	135.0000	\$135.00
			Total order amount:		\$2,635.00

1 Vendor Instructions:

- Acceptance of this order includes acceptance of all conditions on face and back.
- Price increases will not be recognized without written notice and acceptance by Purchasing.
- Please itemize all charges on your invoice and reference the PO number.
- University is exempt from federal excise tax. Certificate of registry is A-184524.
- Transaction privilege tax no. 20221243.
- Out of state vendors charging Arizona sales tax must show permit number.
- For invoicing and payment information contact Accounts Payable at address above or at accts_pay@fso.arizona.edu. Fax invoices to 520-626-1243 or email invoices to invoices@fso.arizona.edu.

EDWARD D NASSER
DIRECTOR OF PURCHASING

Buyer Signature / Initials

Jeffrey Sembar 520-626-7439



The University of Arizona
PURCHASE ORDER

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TERMS AND CONDITIONS

The following terms and conditions of The University of Arizona ("University") are binding on this document, whether identified as Request For Bid ("RFB"), Request For Proposal ("RFP"), or Purchase Order ("PO").

1. **CHANGES:** No alteration in any of the PO terms, conditions, delivery, price, quality, or specifications will be effective without written consent of the University's Purchasing Department.
2. **REJECTIONS:** All goods or materials purchased on this PO are subject to approval by the University. Any rejection of goods or material resulting because of non-conformity to the terms, conditions and specifications, whether held by University or returned, will be at the Vendor's risk and expense.
3. **WARRANTIES:** Vendor warrants articles purchased on this PO conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed; except if stated in a Special Condition, the material must then fit that particular purpose.
4. **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials purchased on this PO are free and clear of all liens, claims or encumbrances of any kind.
5. **QUALITY STANDARDS:** Specific brands, when named herein, include the standard of quality, performance, or use desired. RFB response on Vendor's equal may be considered provided Vendor specifies brands, model, and necessary descriptive literature. In the event University elects to purchase a brand purported to be an equal by the Vendor, the acceptance of such item will be conditioned on University's inspection and testing after receipt. If, in the sole judgment of the University, the item is determined not to be an equal, the item shall be returned at Vendor's expense and the PO terminated.
6. **QUANTITY:** The University reserves the right to increase or decrease the quantity of listed items, or may purchase all or any part of the listed items, as may be determined by the University.
7. **SOLICITATION OBJECTIONS:** Any Vendor objections to RFB/RFP specifications must be made in writing to the University's Purchasing Department prior to the date and time scheduled to receive the RFB/RFP or said objections will be waived.
8. **PRICE:** In the event of an increase, decrease, or error in calculation, the unit price shall prevail.
9. **TERMINATION:** In the event of breach by Vendor of any of the provisions of the PO, the University reserves the right to cancel and terminate the PO forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by University resulting from Vendor breach of contract.
10. **SHIPPING INFORMATION:** Unless otherwise specified, all goods purchased by University must be shipped freight prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route by cheapest common carrier, and to bill University as a separate item on the invoice for such charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It must also be agreed that University reserves the right to refuse COD shipments.
11. **TITLE:** Title to the materials and/or supplies purchased by University shall pass directly from Vendor (seller) to the University at the FOB point shown subject to the right of the University to reject upon inspection.
12. **DELIVERY:** For any exception to the PO delivery date as specified, Vendor shall give prior notification and obtain approval for such exception from the University's Purchasing Department. With respect to delivery, time is of the essence and the PO is subject to termination for failure to deliver on time. The acceptance by University of later performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
13. **PAYMENTS AND ASSIGNMENTS:** All PO payments to Vendor shall be remitted by mail. University shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provision of monies due under this PO shall only be assigned with prior written consent of the University.
14. **TAXES:** The University is exempt from Federal Excise Tax. Certificate of Registry Number is A-184524. The University will be responsible for all Use Tax under License Number 20221243. SHOW SALES TAX WHEN APPLICABLE. IF NOT SHOWN AS A SEPARATE ITEM, IT WILL BE ASSUMED TO BE INCLUDED IN THE UNIT PRICE.
15. **INDEMNIFICATION/HOLD HARMLESS:** Vendor (Contractor) shall indemnify, defend, and hold harmless to the fullest extent allowed by law, the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (Indemnitees) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorneys fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor (Contractor), its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor (Contractor) and/or its subcontractors of claims under similar such laws and obligations. Vendors (Contractors) obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by Vendor (Contractor) and third party infringement under the Agreement.
16. **IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this PO shall contain the applicable PO number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this PO, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received and accepted by University.
17. **INFRINGEMENTS:** Vendor agrees to protect and save harmless the University against all claims for patent, trademark, copyright, or franchising infringement arising from the purchase, installation, or use of material specified in this PO, and to assume all expense and damage arising from such claims.
18. **DISCOUNTS AND PAYMENT PERIODS:** In the event the University is entitled to a cash discount, the period of computation for said discount or for other specified payment periods shall commence on the date of receipt of the merchandise or service or receipt of a corrected completed invoice, whichever is later. If an adjustment in payment is necessary, due to damage or other fault of the Vendor (seller), the cash discount or payment period shall commence on the date final approval for payment is authorized by the University (buyer). The cash discount or payment period stated on the PO shall apply and govern regardless of cash discount or payment terms, or the lack thereof, on any invoice submitted by the Vendor (seller).
19. **CONFLICT OF INTEREST:** This PO shall be subject to the terms of A.R.S. #38-511 and may be canceled by the Governor in accordance with the terms of said statute.
20. **NON-DISCRIMINATION:** The Vendor agrees to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.
21. **INSPECTION AND AUDIT:** Vendor agrees to keep all books, accounts, reports files and other records relating to this Agreement for five (5) years after completion or termination of the Agreement. In addition, the Vendor agrees that such books, accounts, reports, files and other records shall be subject to audit pursuant to A.R.S. #35-214.
22. **ADMINISTRATIVE REMEDIES:** The Arizona Board of Regents has promulgated administrative remedies for alleged breaches or disputes arising under this PO. These remedies are exclusive and must be exhausted before the filing of any legal action.
23. **SUDAN OR IRAN SCRUTINIZED BUSINESS:** Pursuant to A.R.S. §35-391.06(A) and §35-393.06(B), Vendor certifies that it does not have a "scrutinized" business operation in either Sudan or Iran, as that term is defined in ARS §35-391(15) and §35-393(12), respectively.

If this order is a subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated, into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and conditions of Section 2 and any other provisions of this order, the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Procurement Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "seller" and the term "Government" and "Contracting Officer" shall mean "University of Arizona" and the "Director of Purchasing", respectively. If this Order is pursuant to a Federal Grant, the applicable OMB Circular Regulations are incorporated into and form a part of the Terms & Conditions of this order.

SECTION 2. GOVERNMENT SUBCONTRACT PROVISIONS

A. The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of the Subcontract:

- FAR 52.225-13 Restrictions on Certain Foreign Purchases
- FAR 52.222-1 Notice to the Government of Labor Disputes
- FAR 52.247-63 Preference for US Flag, Air Carriers (international travel only)
- FAR 52.222-41 Service Contract Act of 1965
- FAR 52.249-5 (a)-(f) Termination for Convenience of Government
- FAR 52.227-1 Authorization and Consent
- FAR 52.247-64 Preference for Privately Owned US Flag Commercial Vessels

B. The following provisions of FAR apply if the amount of the Subcontract exceeds \$10,000:

- FAR 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era
- FAR 52.215-14 Integrity of Unit Prices
- FAR 52.222-26 Equal Employment Opportunity
- FAR 52.222-36 Affirmative Action for Handicapped Workers
- FAR 52.222-35 Vietnam Era Veterans
- FAR 52.222-20 Walsh-Healey Contracts Act

C. The following provisions of FAR apply if the amount of the Subcontract exceeds \$100,000:

- FAR 52.203-7 Anti-Kickback Procedures (except subparagraph c-11)
- FAR 52.222-4 Contract Work Hours and Safety Standards Act
- FAR 52.203-6 Restrictions on Subcontract Sales to the Government
- FAR 52.215-2 Audit Negotiation
- FAR 52.219-8 Utilization of Small Business Concerns
- FAR 52.227-2 Notice and Assistance Regarding Patent & Copyright Infringement
- FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions
- FAR 52.223-2 Clean Air and Water (applicable to awards issued under prime contracts solicited and issued before February 25, 2000)
- FAR 52.215-12 Price Reduction for Defective Cost or Pricing Data-Subcontract Data-Modification (\$500,000 for DOD and NASA, \$100,000 all others)

D. The following provisions of FAR apply if the amount of the Subcontract exceeds \$650,000:

- FAR 52.219-9 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan

E. The following provisions of FAR apply whenever noted:

- FAR 52.227-10 Filing of Patent Applications--Classified Subject Matter
- FAR 52.223-3 Hazardous Material Identification and Material Safety Data
- FAR 52.227-11,12 Patents Rights Clauses (also required is OMB Circular A-110, Appendix A(V))
- FAR 52.227-7019 Rights in Technical Data and Computer Software (DOD only)
- FAR 52.227-7018 Restrictive Markings on Technical Data (DOD only)
- FAR 52.204-2 Security Requirements (when Subcontract involves access to classified information)
- FAR 52.203-7001 Special Prohibition on Equipment (DOD only, if subcontract over \$100,000)
- FAR 52.227-7037 Validation of Restrictive Markings on Technical Data (DOD only)

The University reserves all administrative, contractual, and legal remedies against the contractor or vendor who breaches any of the applicable FAR and/or OMB provisions referenced above.



Arizona Department of Revenue

Transaction Privilege Tax Exemption Certificate

ARIZONA FORM
5000

This form replaces earlier forms: 5000, 5001, 5002.

This exemption Certificate is prescribed by the Department of Revenue pursuant to ARS § 42-5009. The purpose of the certificate is to document tax-exempt sales to qualified purchasers. It is to be filled out completely by the purchaser and furnished to the vendor. The vendor shall retain this Certificate for single transactions or for specified periods as indicated below. Incomplete Certificates are not considered to be accepted in good faith. Only one form of exemption can be claimed on a certificate.

Purchaser's Name and Address <u>University of Arizona</u> <u>Procurement & Contracting Services</u> <u>USA Bldg., 300A Tucson, AZ 85721</u> Vendor's Name <u>Vadatech Inc</u>	Check Applicable Box: <input checked="" type="checkbox"/> Single Transaction Certificate <input type="checkbox"/> Period From: _____ Through: _____ (You must choose specific dates for which certificate will be valid)
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Choose one transaction type per Certificate

<input checked="" type="checkbox"/> Transactions with a Business <small>(Please check appropriate item from numbers 1 - 19)</small> Arizona Transaction Privilege Tax License Number <u>20221243</u> SSN/EIN <u>74-2652689</u> Other Tax License Number _____ Tax number for another tax agency _____ If no license number, provide reason: _____ Precise Nature of Purchaser's Business <p style="text-align: center;">Public Research University</p>	<input type="checkbox"/> Transactions with Native Americans & Native American Businesses <small>(Please check item number 24 or 24a)</small> Tribal Business License # _____ OR Tribal ID# _____ Name of Tribe _____ <input type="checkbox"/> Transactions with a Government entity or certain Health Care Institutions <small>(Please check appropriate item from numbers 1 - 23)</small>	<input type="checkbox"/> Transactions with nonresidents <small>(Please check appropriate item from numbers 25 - 26)</small> State of residence _____ Driver's License# _____ Driver's License State _____ SSN/ID# _____ 30 day Drive out permit # _____
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Reason for Exemption - check as applicable

- 1. Tangible personal property to be resold in the ordinary course of business.
- 2. Tangible personal property to be leased or rented in the ordinary course of business.
- 3. Tangible personal property to be incorporated into a taxable contracting project.
- 4. Food, drink, or condiments purchased by a restaurant business.
- 5. Motor vehicle fuel and use fuel subject to tax under ARS § 28-5606 or 5708.
- 6. Use fuel to a holder of a valid single trip use fuel tax permit issued under ARS § 28-5739.
- 7. Aviation fuel subject to the tax imposed under ARS § 28-8344.
- 8. Pipes or valves four inches in diameter or greater to be used for transportation of oil, natural gas, artificial gas, water or coal slurry.
- 9. Neat animals, horses, asses, sheep, ratites, swine or goats used as breeding or production stock (including ownership shares in such animals).
- 10. Aircraft, navigational and communication instruments and related accessories sold to:
 - Airlines holding a federal certificate of public convenience and necessity; or Airlines holding a foreign air carrier permit for air transportation; or Any foreign government or nonresidents of Arizona who will not use such property in Arizona other than in removing such property from this state.
- 11. Railroad rolling stock, rails, ties and signal control equipment used directly to transport persons or property for hire.
- 12. Buses or urban mass transit vehicles used directly to transport persons or property for hire or pursuant to a government mass transit program.
- 13. Central office switching equipment, switchboards, private branch exchange equipment, microwave radio equipment and carrier equipment including optical fiber, coaxial cable and other transmission media which are components of carrier systems sold to persons engaged in the telecommunications business.
- 14. New machinery and equipment, used for commercial production of agricultural, horticultural, viticultural and floricultural crops and products in this state, consisting of tractors, tractor-drawn implements, self-powered implements, drip irrigation lines, and machinery and equipment necessary for extracting milk and for cooling milk and livestock.

- 15. Machinery, equipment or transmission lines used directly in producing or transmitting electrical power, but not including distribution.
- 16. Groundwater measuring devices required under ARS § 45-604.
- 17. Machinery or equipment used directly in the following processes:
 - Manufacturing, processing or fabricating. Job printing. Refining or metallurgical operations. Extraction of ores or minerals from the earth for commercial purposes. Extraction of, or drilling for, oil or gas from the earth for commercial purposes.
- 18. Printed, photographic, electronic media or digital media materials purchased by or for publicly funded libraries including school district libraries, charter school libraries, community college libraries, state university libraries or federal, state, county or municipal libraries for use by the public.
- 19. Other: Cite specific statutory authority for the exemption of the tangible personal property. _____
 - ARS 42-5061 (B)(14) Equipment used in Research and Development
 - ARS 42-5061 (A)(34) & 42-5159 (A)(34) Disabled
 - ARS 42-5061 (A)(43) House bill 2011 Feed
 - ARS 42-5061 (B)(5) Animals
 - ARS 42-5061 (A)(39) & 42-5159 (A)(35) Chemicals used in Research and Development
 - Other _____
- 20. Food, drink or condiments for consumptions within the premises of any prison, jail or other institution under the jurisdiction of the state department of corrections, the department of public safety, the department of juvenile corrections or a county sheriff. Food, drink, condiments or accessories purchased by a school district for consumption at a public school within the district during school hours.
- 21. Tangible personal property sold or leased directly to the United States Government or its departments or agencies by a manufacturer, modifier, assembler or repairer.
- 22. Fifty percent of the gross proceeds or gross income from the sale of tangible personal property directly to the United States Government or its departments or agencies, which is not deducted under number 21 above. This exemption does not apply to leases.
- 23. Tangible personal property sold or leased directly to a qualifying non profit hospital, health care organization, community health center, or rehabilitation program for mentally or physically handicapped persons (an exemption letter for these entities must accompany this form).

Transactions with Native Americans & Native American Businesses

- 24. Sales or lease of tangible personal property including Motor Vehicles to affiliated Native Americans if the solicitation for the sale, signing of the contract, delivery of goods and payment for the goods all occur on the reservation.
- 24.a Sales of Motor Vehicles to an enrolled member of a tribe who resides on the reservation established for the tribe.

Transactions with nonresidents

- 25. Sales of tangible personal property to nonresidents of Arizona who are temporarily within Arizona, for their use outside of Arizona, when the vendor ships the property out of Arizona by common carrier or United States mail or delivers such property out of Arizona via the vendor's own conveyance.
NOTE: The vendor shall retain adequate documentation substantiating the shipment of the property out of Arizona.
- 26. Sale of a motor vehicle (vehicle must be self-propelled) to a nonresident of Arizona whose state of residence does not allow a use tax exemption for transaction privilege taxes paid to Arizona and who has secured a special 30-day nonresident registration for the vehicle. (please see Arizona Form 5010)

Describe the tangible personal property or service purchased and its use below. (Use additional pages if needed)

Certification

A vendor that has reason to believe that the certificate is not accurate or complete will not be relieved of the burden of proving entitlement to the exemption. A vendor that accepts a certificate in good faith will be relieved of the burden of proof and the purchaser may be required to establish the accuracy of the claimed exemption. If the purchaser cannot establish the accuracy and completeness of the information provided in the certificate, the purchaser is liable for an amount equal to the transaction privilege tax, penalty and interest which the vendor would have been required to pay if the vendor had not accepted the certificate. Misuse of this Certificate will subject the purchaser to payment of the ARS § 42-5009 amount equal to any tax, penalty or interest. Willful misuse of this Certificate will subject the purchaser to criminal penalties of a felony pursuant to ARS § 42-1127.B.2.

I, (print full name) Jeff Sembar, hereby certify that these transactions are exempt from Arizona transaction privilege tax and that the information on this Certificate is true, accurate and complete. Further, if purchasing or leasing as an agent or officer, I certify that I am authorized to execute this Certificate on behalf of the purchaser named above.

Signature of purchaser _____ Date 3/27/13

Title Buyer Associate