

**South Dakota Science and Technology Authority  
630 East Summit Street  
Lead, South Dakota, 57754**

**PURCHASE ORDER TERMS AND CONDITIONS**

*These terms and conditions will be included on the purchase order to the selected vendor(s).*

**I. PURCHASE ORDER AS AGREEMENT**

This Purchase Order constitutes the SDSTA's acceptance of the Bid of \_\_\_\_\_ (Vendor) dated \_\_\_\_\_, attached hereto as Exhibit B, to furnish the items or commodities specified in the Bid, but subject to the terms and conditions stated in this Purchase Order and the attachments, including, if applicable, the Specifications for Materials shown on Exhibit A. Upon written acceptance by the Vendor, this Purchase Order and the attachments hereto shall constitute a legally-binding agreement between the SDSTA and the Vendor. The SDSTA agrees that the items or articles specified in the Bid are identical to those specified in the SDSTA's solicitation, or are acceptable on an "as equal" basis.

**II. DELIVERY TIME AND PLACE**

All deliveries are to be made to:

Attn: **Name**  
Sanford Underground Laboratory / SDSTA  
100 Ross Street - Ross Warehouse  
Lead, SD 57754  
Main phone number: (605) 722-8650

Vendor will coordinate delivery requirements with SDSTA's Procurement Representative (Pam Millard, [pmillard@sanfordlab.org](mailto:pmillard@sanfordlab.org), (605) 722-4056, and will confirm delivery arrangements with this Representative at least one week prior to delivery.

**III. INVOICES AND STATEMENTS**

All delivery tickets, invoices and statements shall reference the number of this Purchase Order. Invoices must be submitted electronically to SDSTA at this address: [ap@sanfordlab.org](mailto:ap@sanfordlab.org), by the 3rd of the month for payment to be made by the 20<sup>th</sup> of the month.

**IV. SDSTA REPRESENTATIVE**

The SDSTA shall designate in writing a SDSTA Project Representative. The SDSTA Project Representative shall be responsible for providing SDSTA-supplied information and approvals in a timely manner to permit Vendor to fulfill its obligations pursuant to this Agreement. The SDSTA Project Representative shall also provide Vendor with prompt notice if it observes any failure on the part of the Vendor to fulfill its contractual obligations, including any errors,



thereupon the SDSTA shall be entitled to recover all deposits and advances made. Upon termination for the convenience of the SDSTA, the SDSTA shall pay the Vendor's reasonable expenses incurred in connection with this Purchase Order, including a commercially-reasonable restocking fee, if applicable. If, however, termination is occasioned by Vendor's breach of any condition hereof, including breach of warranty, or by Vendor's delay, Vendor shall not be entitled to any such payment, and the SDSTA shall have against Vendor all remedies provided by law and equity.

#### X. TITLE AND RISK OF LOSS

The risk of loss shall remain with the Vendor until upon completion of Vendor's obligations with respect to delivery or installation, as required, at which time title and the risk of loss shall be deemed transferred to the SDSTA.

#### XI. NOTICES

Questions concerning shipping dates, pricing structures, invoices, and technical questions and notices which may be or are required to be given under this Purchase Order must be given writing to the contacts listed below. The failure to return calls, faxes or emails in a timely manner shall constitute a breach of this Purchase Order.

#### XII. NON-DISCRIMINATION STATEMENT - DEBARMENT

The SDSTA requires that all contractors, vendors, and suppliers employing fifteen or more persons and doing business with the SDSTA provide a statement of non-discrimination. By submitting the attached Vendor's Bid, the Vendor certifies they do not discriminate in its employment practices with regard to race, religion, age, sex, national origin or disability. By executing this Purchase Order, the Vendor certifies that it is not ineligible, debarred or suspended from participating in agreements involving the expenditure of federal funds and that it is eligible to participate in federally-funded contracts. Vendor further agrees that Vendor will not employ, hire, contract with or engage any designer, consultants, subconsultants, contractors, subcontractors or other person to perform work in connection with this Purchase Order which is ineligible, debarred or suspended from participating in such agreements.

#### XIII. MISCELLANEOUS

This Purchase Order and the attachments specifically referred to herein constitute the entire agreement of the parties concerning its subject matter. In the event these terms conflict with the Federal Requirements, the Federal Requirements take precedence. The terms of this Purchase Order may only be amended by a written document, executed with the same formalities as this Purchase Order. Time is of the essence in the performance of the covenants, terms and conditions of this Purchase Order. If the Vendor attempts to alter these terms and conditions or substitute any terms and conditions of its own that are contrary, its Bid will be considered unresponsive. The terms of this Purchase Order are to be construed under and governed by the laws of South Dakota. Any lawsuit arising out of or related to this Purchase Order must be brought in the state courts of South Dakota.

SDSTA:

SOUTH DAKOTA SCIENCE AND  
TECHNOLOGY AUTHORITY

By: \_\_\_\_\_

Executive Director

VENDOR:

\_\_\_\_\_

By: \_\_\_\_\_

Title : \_\_\_\_\_

VENDOR:

By: \_\_\_\_\_

Date

Its \_\_\_\_\_

Fed. Emp. Tax ID#: \_\_\_\_\_

Shipping Contact: Pam Millard  
Email: pmillard@sanfordlab.org  
Phone: (605) 722-4056

Cell: (605) 920-0080

Exhibit A  
Bid Requirements

Exhibit B  
Bid