



# Purchase Order Terms and Conditions

## IMPORTANT INSTRUCTIONS:

- Packing slips must be included in each package
- Any change affecting quantity, price or delivery must be approved by the purchasing office.
- This purchase order may be accepted only on the terms and conditions listed below.
- Please refer any inquiries concerning this order to:

**PURCHASING SERVICES** – (253)-931-4970 or [Purchasing@auburn.wednet.edu](mailto:Purchasing@auburn.wednet.edu)

**ACCOUNTS PAYABLE** – (253)-931-4935

## TERMS AND CONDITIONS

**Definitions:** Auburn School District: District, Buyer or Purchaser | These terms are interchangeable: Seller, Contractor, General Contractor, Consultant or Vendor | Subcontractor: Sub Tier Seller, Contractor or Vendor hired and managed by a General Contractor | These terms are interchangeable: Agreement, Contract or Purchase Order.

**Entire Agreement:** This purchase order, when properly signed and bearing a purchase order number, is the only form which will be recognized by District as authority for charging merchandise or services to its account and supersedes all prior negotiations and dealings between the parties. Seller has satisfied self as to the nature of the work, the character, quality and quantity of materials and equipment which will be required, and all matters which can in any way affect performance hereunder. The seller, without written consent of the Purchasing Department, shall not make any changes, alterations or variations in the terms of the purchase order. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the District shall be at the Seller's risk and without recourse to claim for reimbursement, unless such individual had been authorized during negotiations. Time is of the essence of this order.

**Invoice:** All purchase orders will be F.O.B. destination unless otherwise authorized. If not sold F.O.B. destination prepay shipping charges, if any, and add to invoice. Packing list must be enclosed with each shipment. Goods other than those specified on this purchase order must not be substituted without prior authorization from Purchaser. No C.O.D. shipments will be accepted. All items shall be packaged for ease of handling and in such a manner as to insure their protection during shipment and storage unless otherwise specified on the face of this order. Prices set forth in this order include all charges for packaging and transportation to F.O.B point.

**Payments:** The purchase order number must appear on all invoices and correspondence. This order is subject to Washington State sale tax, although the District is exempt from all federal excise tax. Unless otherwise noted, all acceptable vouchers for payment due shall be paid in terms NET 30 [Note, The 30 days begin upon receipt of the goods or services or a properly completed invoice, whichever is later] all expenses necessary to the contractor/vendor's performance of this Agreement shall be borne in full by the contractor/vendor.

**Works:** The District must comply with the State of Washington Public Works Law. The definition of public works for projects that include all work, construction, alteration, repair or improvement other than ordinary maintenance in accordance with RCW 39.04.010. Prevailing wages may be applicable. Insurance, payment and performance bonds are mandatory and cannot be waived.

### **Federal Employer Identification Number (FEIN) and State of Washington UBI#:**

The FEIN must be on file with the district in order to receive payment. Note for individuals, an IRS form W9 may be substituted for the FEIN. A UBI# can be obtained from the Department of Licensing and is required to do business in Washington State.

**Inspection:** All merchandise is subject to District's inspection within a reasonable time after arrival at the ultimate destination. If, upon inspection, any merchandise is found to be unsatisfactory, defective or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this order, District may return such merchandise to Seller at Seller's expense. Payment for merchandise prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective merchandise. Upon the return of any unsatisfactory or defective merchandise, Seller shall reimburse District for any amounts paid by District on account of the purchase price of such returned merchandise and any cost incurred by District in connection with delivery or return of such merchandise.

**Warranty:** Seller warrants that all articles furnished hereunder shall be free from all defects in material and workmanship and shall conform to any applicable specifications and for the purpose for which they are sold. Said warranties shall remain in effect for a period of one year after it is accepted at destination. This warranty is in addition to any standard warranty or service guarantees given by the Seller to the District and District may, at its discretion, accept Seller's standard warranty for such articles in lieu of the warranty provisions set forth herein. Seller, upon notice from District, shall at District's discretion, either repair or replace the defective article or merchandise or agree to an equitable adjustment in the order price.

**Warranty Price:** Seller warrants that the prices of the items set forth herein do not exceed those charged by Seller to any other customer purchasing the same items in like or similar quantities.

**Title:** Seller warrants that the merchandise it is selling to the District is free and clear of all liens and encumbrances and that Seller has a good marketable title to same. The District is the sole judge of quality. Goods not conforming to order requirements will be returned for credit to the Seller at Seller's expense.

**Assignment and Subcontracting:** Seller may not assign this order without District's prior consent. Seller shall not subcontract, without District's written consent, any portion of the work to perform under this order other than the amount and of the nature indicated on Seller's quotation.

**Nondiscrimination:** Auburn School District is an equal opportunity employer. The Seller agrees that it and its subcontractors will comply with all local, state and federal laws prohibiting discrimination with regards to race, creed, color, sexual orientation, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. The Seller understands that discrimination in public accommodation based solely on disability is prohibited. The Seller understands and agrees that its own compliance with nondiscrimination laws is a condition precedent to its right under this purchase order and that violation of said laws may result in cancellation of this order.

**Certification Regarding Debarment, Suspension, Ineligibility and Lobbying:**

If federal funds are expended under this Agreement (purchase order) the contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by and federal department or agency. Standard expenditures the contractor certifies that neither it nor its principals are presently debarred, declared ineligible or voluntarily/involuntarily excluded from participation in transactions by the State of Washington. All contractors/vendors are required to disclose any lobbying in accordance with 2 U.S.C § 1601 the Lobbying and Disclosure Act. Lobbying is a person or entity that employs or retains another person for financial or other compensation to conduct lobbying activities on behalf of that person or entity. A person or entity whose employees act as lobbyists on its own behalf is both a client and an employer of such employees

**Termination for Default.** The District may terminate this Agreement for default, in whole or in part, by written notice to the Contractor if the District has a reasonable basis to believe the contractor has (1) Failed to meet or maintain any requirements for Contracting with the District (2) Failed to ensure the health or safety of any client for whom services are being provided under this Agreement (3) Failed to perform under, or otherwise breached, any term or condition of this Agreement; and/or (4) Violated any applicable law or regulation. In such event, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Agreement and the replacement Agreement, e.g. cost of the competitive bidding, mailing, advertising and staff time; provided that if (a) it is determined for any reason the Contractor was not in default, or (b) the Contractor's failure to perform is without Contractor's and/or subcontractor's control, fault or negligence, then the termination shall be deemed a "Termination for Convenience"

**Applicable Law:** This agreement shall be governed by the laws of the State of Washington.

**Safety Data Sheets:** Seller must provide SDS documentation for any hazardous materials in compliance with the Globally Harmonized System of Classification and labelling of Chemicals (GHC). Seller will mail SDS sheets to Auburn School District, Attn: Support Services, 1302 4<sup>th</sup> Street SW, Auburn, WA 98001.

**Indemnification:** Any and all claims which hereafter arise on the part of any and all persons as direct or indirect result of Seller or its employee's(s') or agent's(s') performance or failure to perform duties pursuant to this agreement/purchase order, shall be the Seller's/Contractor's sole obligation an the Seller/Contractor shall indemnify and hold harmless Auburn School District in full for any and all such acts or failure to act on the part of the Seller/Contractor or its employee(s) or agent(s)

**Insurance:** As required by District, and including:

**Commercial General Liability.** The Contractor must carry commercial general liability insurance. The minimum limit for liability is \$1,000,000 per occurrence.

**Sexual Misconduct Liability Endorsement:**

For any Contractor whose services involve unsupervised access to students, the Contractor must provide a Sexual Misconduct Liability Endorsement as part of the General Liability coverage. This endorsement must meet the following requirements:

- Coverage Limits: Minimum of \$1,000,000 per occurrence.
- Scope of Coverage: Applies to all employees, subcontractors, agents, or representatives who may have unsupervised access to students.
- Additional Insured Requirement: The district must be named as an additional insured under this endorsement.
- Claims-Made Policy Provision: If issued on a claims-made basis, the Contractor must maintain this coverage, or an extended reporting period, for at least three years after contract completion.

**Automobile Liability.** In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or un-owned by the Contractor, automobile liability insurance shall be required. The minimum limit for automobile liability is \$500,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

**Workers Compensation Coverage.** The Contractor shall at all times comply with applicable worker's compensation, occupation disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable.

**Safety Conditions;** All materials or equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act (OSHA) and/or the Washington Industrial Safety and Health Act (WISHA) in effect at the time of delivery. It shall be the responsibility of the Seller to comply with this requirement insofar as compliance is within its control.

**Crimes against Children – Contractor employees – Termination of Contract** – Contractor to prohibit any employee of the contractor from working at a public school who has contact with children at a public school during his or her employment and who has pled guilty to or been convicted of crimes as listed in RCW 26A.400.330. Failure to comply with this section shall be grounds for immediate termination of contract.

**Remedies:** The rights and remedies set forth above shall be cumulative and in addition to any other remedies provided by law. Waiver by Buyer of a breach of any provision of this order by Seller shall not be deemed a waiver of future compliance therewith and such provision, as well as other provisions herein, shall remain in full force and effect.

**Confidentiality: Proprietary Information and Intellectual Property:** The Contractor acknowledges that certain data, material or information which originates from this Contract regarding Students, may consist of confidential records owned by the District or confidential personally identifiable information subject to the federal Family Educational Rights and Privacy Act or other privacy laws, and that disclosure to use by third parties would be damaging. The Contractor, therefore, agrees to hold all such material and information in strictest confidence, not to make use thereof other than for the performance of this contract, to release it only to authorized employees and agents requiring such information and not release or disclose it to any other party. The Contractor agrees to release such information or material only to employees and agent who have signed a written agreement expressly prohibiting disclosure. The District falls under the Freedom of Information act; therefore all proprietary information given to the District must be clearly stated – Trade Secret, Confidential, or Proprietary.