

## Coupeville School District #204 Purchase Order - General Terms and Conditions

NOTICE TO VENDOR - AS PART OF THIS CONTRACT OF SALE BETWEEN COUPEVILLE SCHOOL DISTRICT AND THE VENDOR, IT IS SPECIFICALLY AGREED THAT PAYMENT FOR ALL GOODS AND SERVICES SATISFACTORILY RENDERED SHALL BE MAILED TO THE VENDOR OR MADE AVAILABLE TO THE VENDOR WITHIN SIXTY (60) DAYS OF RECEIPT OF GOODS AND SERVICES OR A PROPERLY COMPLETED INVOICE, WHICHEVER IS LATER.

1. **ENTIRE AGREEMENT** - The provisions of this order are the result of negotiations between the parties. Such provisions, therefore, supersede any prior dealings between Buyer and Seller, and the rights and remedies contained here shall be governed without regard to any such course of prior dealings. Seller has satisfied himself 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. Purchasing personnel are the only persons authorized to negotiate procurement contracts or commit funds for the District. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Buyer shall be at Seller's risk and without recourse to claim for reimbursement, unless such individual had been authorized during negotiations. This agreement shall be governed by the laws of the State of Washington.
2. **INSPECTION** - All merchandise is subject to Purchaser'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 specification or any other requirements of this order. Purchaser 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 Purchaser for any amounts paid by Purchaser on account of the purchase price of such returned merchandise and any costs incurred by Purchaser in connection with the delivery or return of such merchandise.
3. **PAYMENTS** - a) The purchase order number must appear on all invoices and correspondence. b) Payment will be made on original invoices only. c) **The invoice must show the Purchase Order number, item description, quantity, unit price, and amount for each item.** d) Upon the submission of proper invoice Seller shall be paid the prices stipulated herein for supplies delivered and accepted or services rendered and accepted. e) This order is subject to Washington State Sales Tax. f) School Districts are exempt from federal taxes. g) Separate invoices are required for each purchase order. h) Send original invoice to Coupeville School District Accounts Payable, 501 South Main, Coupeville, WA 98239, or email [ap@coupeville.k12.wa.us](mailto:ap@coupeville.k12.wa.us)
4. **PACKAGING AND TRANSPORTATION** - a) All items shall be packaged for ease of handling and in such a manner as to ensure their protection during shipment and storage unless otherwise specified on the face of this order. b) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. destination. Where specific authorization is granted to ship goods F.O.B. shipping point, Seller agrees to prepay all shipping charges, to route cheapest common carrier, and to bill Buyer as a separate item on the invoice for said charges, less federal transportation tax. Each invoice shall contain a copy of the Bill of Lading indicating that the payment for shipping has been made. It is also agreed that Buyer reserves the right to refuse C.O.D. shipments. c) All shipments must be accompanied by a packing slip. The purchase order number must appear on all invoices, packages, packing slips, and correspondence.
5. **ASSIGNMENT AND SUBCONTRACTING** - Seller may not assign this order without Purchaser's prior consent. Seller shall not subcontract, without Purchaser's written consent, any portion of the work to be performed under this order other than the amount and of the nature indicated on Seller's quotation.
6. **EQUAL EMPLOYMENT** - Coupeville School District is an equal opportunity employer and many vendors and suppliers are covered by Title VII of the Civil Rights Act of 1964, as amended, the Washington State Law against discrimination and Presidential Executive Order #11246. In entering this contract, vendors and suppliers assure Coupeville School District that they will comply with the aforementioned statutory provisions as required by law.
7. **EMPLOYEES CONVICTED OF CRIMES INVOLVING CHILDREN** - Contractor to prohibit any employee 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 28A.400.330. Failure to comply with this section shall be grounds for immediate termination of contract.
8. **SUBSTITUTIONS** - Seller agrees not to furnish any substitutions for the items described herein without consent of the Buyer.
9. **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 Purchaser, and Purchaser 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 Purchaser, shall at Purchaser's discretion, either repair or replace the defective article or merchandise or agree to an equitable adjustment in the order price.
10. **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.
11. **DEFAULT** - Purchaser may, by written notice of default to Seller, terminate this order or any part thereof if Seller (1) fails to deliver the articles or perform the services in accordance with the delivery schedule specified herein, or any extension thereof; or (2) fails to comply with any of the provisions of this order and does not cure such failure within a period of ten (10) days after receipt of notice from Purchaser specifying such failure. In the event of termination due to default and failure to cure, Purchaser may purchase similar articles or services elsewhere. Seller may be liable to Purchaser for any excess cost to Purchaser, provided however, that Seller shall not be liable for such excess cost when the delay of Seller in making deliveries is due to causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to acts of God, acts of the Government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. No cause shall constitute a basis for excusable delay unless Seller has notified Buyer in writing of the existence of such cause within ten (10) days from event.
12. **SAFETY CONDITIONS** - All equipment furnished will be required to satisfy any applicable requirements of the Occupational Safety and Health Act and/or the Washington Industrial Safety and Health Act 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 his control.
13. **MATERIAL SAFETY DATA SHEETS** - Seller must provide MSDS documentation for any hazardous materials. Seller will mail MSD sheets to Coupeville School District, Attn: Maintenance Supervisor, Coupeville, WA 98239.
14. **DEBARMENT AND SUSPENSION** - The Seller assures that neither it nor any affiliate or subcontractor to this contract appears on the List of Parties Excluded from Federal Procurement and Non-procurement Programs maintained by the GSA of the USA Government because of suspension or debarment and assures that neither it nor any affiliate or subcontractor to this contract is ineligible, debarred, or suspended from contracting with the State of Washington.