

# Kennewick School District #17

## Purchasing Department

### Purchase Order Terms and Conditions:

#### 1. GENERAL INSTRUCTIONS FOR Kennewick SCHOOL DISTRICT -

- A. Show purchase order number on all invoices, correspondence, packages, bills of lading, etc.
- B. Prepay all shipping charges and attach copy of freight bill to invoice, if F.O.B. Origin.
- C. No C.O.D. shipments will be accepted.
- D. No railway express agency shipments will be accepted without prior approval.
- E. Packing slips are required on all shipments.
- F. District purchases are subject to Washington state retail sales tax but not to any federal tax.
- G. Payment terms are "Net 30" unless otherwise specified.

2. **INSPECTION AND ACCEPTANCE** - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Contractor, unless loss results from negligence of the Kennewick School District. Notwithstanding the requirements for any District inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the District, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturer's part numbers specified herein.

3. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION ON INELIGIBILITY:** The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any Federal and/or department or agency. The Contractor certifies that it shall not knowingly enter into an agreement with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency, for the performance of this agreement. The Contractor shall provide immediate written notice to the District, if at any time, the Contractor or any subcontractor is debarred, suspended, declared ineligible, or voluntarily excluded.

4. **VARIATION IN QUANTITY** - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

5. **PAYMENTS** - Invoices shall be submitted in duplicate (one copy shall be marked "Original") unless otherwise specified and shall contain the following information: Purchase Order number, Item number, contract description of supplies or services, sizes, quantities, unit prices and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the District when the amount due on such deliveries so warrants.

6. **DISCOUNTS** - In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when acceptance is at the point of origin, or from date of delivery at destination when delivery and acceptance are at either of these points or from the date of the correct invoice or voucher is received in the office specified by the District, if the latter is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

7. **DISPUTES** - (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Agent, who shall mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Business Manager a written appeal addressed to the Board of Directors. The decision of the Board of Directors or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in (a) above, provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

8. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employee or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. **CHANGES** - The Purchasing Agent may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in (I) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the District in accordance therewith; (II) method of shipment or packing; and (III) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made by written modification of this contract. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change provided that the Purchasing Agent, if he decides that the facts justify such action, may receive and act upon any such claim if asserted prior to final payment, under this contract. Failure to agree to any adjustments shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

10. **CONDITION FOR ASSIGNMENT** - This Purchase Order may not be assigned unless or until approval has been granted by the District Purchasing Agent.

11. **TERMINATION FOR DEFAULT** - The Purchasing Agent, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages, including the excess cost of reproducing similar supplies or services; provided that, if (I) it is determined for any reason that the Contractor was not in default or (II) the Contractor's failure to perform is without his and his subcontractor's control, fault, or negligence, the termination shall be deemed to be a termination for convenience under paragraph 10. As used in this provision the term "subcontractor" and "subcontractors" means subcontractors at any tier.

12. **TERMINATION FOR CONVENIENCE** - The Purchasing Agent, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the District. If this contract is for supplies and is so terminated, the District shall be liable only for payment in accordance with the payment provisions of this contract for services rendered prior to the effective date of termination.

13. **INDEMNIFICATION** - Contractor shall protect, indemnify, and save the District harmless from and against any and all claims, damage, cost, or liability for any or all injuries to persons or property arising from acts or omissions of contractor, its employees, agents or subcontractors. Contractor's employees must drive cautiously on school property and peripheral roads, and carry automobile and full liability insurance. The District requires a Certificate of Insurance on file for contractor, naming Kennewick School District as additional insured, with endorsement, when applicable.

14. **HAZARDOUS MATERIALS** – Sellers are required to comply with all federal, state, and local laws relating to hazardous materials. Materials which may be classified as hazardous shall require that a Material Safety Data Sheet (MSDS) be furnished to the district at the time of delivery. No payment shall be made on any hazardous material until the required MSDS has been received (at the discretion of the District, deliveries made without MSDS' may be rejected).

15. **AFFIRMATIVE ACTION PROGRAM** - During the performance of this contract, the contractor is required to follow the policy of the District's Affirmative Action Program, which is to promote the objectives of the Equal Employment Opportunity Commissions Guidelines, as set forth in the Equal Employment Opportunity Act of 1972, Washington State Laws, legal mandates, and Presidential Executive Order 11246, of September 24, 1965. The goal of this program is to ensure equal employment opportunities for all persons without regard to race, color, age creed, national origin, religion, sex, or physical requirements not constituting a bona fide occupational qualification. It shall be the Contractor's responsibility to obtain the specific requirements of this program and implement them accordingly, or be subject to contract termination and suspension from future District contracts.

16. **EMPLOYEES** - All contractors and subcontractors shall prohibit any employees who have been convicted or pled guilty to any child related felonies from working in any areas where they would have contact with public school children, or be subject to immediate contract termination.

17. **RELATIONSHIP WITH THE DISTRICT:** Contractor agrees they have not been assisted or coerced by any current or former employee of the District whose duties relate (or did relate) to the District solicitation, or prospective Contract, and who was assisting in other than his or her official, public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Response. In addition, you agree to abide by the District Policy 7324 on Relations with Vendors and the Public.

18. **RESTRICTIONS:** Alcohol/Chemical Substances: Use, distribution, showing evidence of having consumed, selling, soliciting or facilitating the sale of alcohol or illegal drugs is prohibited. Possession of drug paraphernalia or any item purported to be such is also prohibited.

- Tobacco: The use of any tobacco products by contractors or visitors shall be prohibited on school district property. This shall include all district buildings, grounds, and district-owned vehicles.
- Firearms: It is a violation of district policy and state law for any person to carry a firearm or dangerous weapon on school premises, school-provided transportation or areas of other facilities being used exclusively for school activities.
- Gifts/Gratuities: District employees may not accept gifts or favors of value in their business relations with commercial firms or persons with whom the district does business unless they are recognized under procedural guidelines or subject to the judgment of the superintendent. No management employee shall request or receive, directly or indirectly, anything of value for or on account of his/her influence with respect to any act or proceeding of the school district, when such act or proceeding shall inure to the benefit of those offering the thing of value.