Mifflinburg Area School District
178 Maple St.
Mifflinburg, PA 17844
570-966-8200

VENDOR APPLICATION

Vendor Name: _____ TIN: ☐ EIN ☐ SSN# _____
DBA: _____ Website: _____
Type of Organization: ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ LLC
If applicable please select: ☐ Women-Owned Business ☐ Minority-Owned Business

IRS FORM W-9 IS REQUIRED WITH VENDOR APPLICATION SUBMISSION. FORM W-9 AND INSTRUCTIONS, PLEASE VISIT: WWW.IRS.GOV/FORMW9

Order Information
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ Phone: _____

Contact: _____ Contact Email: _____
☐ Check if there are multiple email addresses for purchase orders. Fax #: _____-_____-_____

Direct Deposit Information *Please include a voided check or letter from financial institution.*
Bank: _____ Account #: _____
Account Type: ☐ Checking ☐ Savings Routing #: _____
Accounts Receivable Email: _____

Remit Information
Address 1: _____
Address 2: _____
City: _____ State: _____ Zip: _____ Phone: _____
1099 Address ☐ Yes ☐ No

Contact: _____
☐ Check if there are multiple email addresses for purchase orders. Fax #: _____-_____-_____
1099 Address ☐ Yes ☐ No

I certify that the information supplied herein is correct and neither the applicant nor any person in any connection with the applicant as a principal or officer, so far as known, now debarred, suspended or otherwise declared ineligible by any agency of Federal Government, agencies of the State of Pennsylvania or by Mifflinburg Area School District.

_____ _____ _____
Person Authorized to Sign this Application Title Date

SUBMIT VENDOR APPLICATION, FORM W-9 AND DIRECT DEPOSIT INFORMATION TO AP@MIFFLINBURG.ORG

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TERMS AND CONDITIONS

1. **Purchase Order Number -** The Purchase Order Number must appear on packages, packing slips, invoices and all other correspondence relating to the Order. The Mifflinburg Area School District will not be responsible for goods or service delivered without a valid Purchase Order.

2. **Entire Agreement –** The Contract Documents consist of the Purchase Order including all attachments and any Bid/Request for Proposals/Invitations to negotiate competitive packages referenced thereon and constitute the entire agreement between the Mifflinburg Area School District and the Vendor. The Contract Documents supersede all prior negotiations, correspondence, conversations, agreements, and understandings applicable to these matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Contract that are not contained in this document. Any changes, additions or modifications, including freight charges, to the original Purchase Order must be brought to the attention of the Business Office and corrected through the issuance of new Purchase Order prior to shipment(s). Additional costs that were not brought to the district's attention and did not result in a new Purchase Order approved by the Business Office will not be honored.

3. **Prices -** All prices are FOB Destination, transportation charges prepaid, include inside delivery, with no additional charges for boxing, crating, packing, insurance or transportation unless otherwise indicated.

4. **Invoices -** Invoice copy and/or packing slip must be presented at time of delivery. Original invoice must be sent to: Mifflinburg Area School District, Attention: Accounts Payable, 178 Maple Street, Mifflinburg, PA 17844, or submitted electronically to ap@mifflinburg.org.

Invoices MUST include the following to permit verification of prices and expedite payment to vendors:
1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number

Failure to timely submit invoices(s) to the Business Office as set forth above may significantly delay processing and payment of the invoice. The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Business Office. Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Business Office within 120 Days of the delivery. Prior approval by the Business Office is required if invoicing will extend past 120 days.

5. **Discounts -** Discounts are encouraged and should be included on any invoice when available to reduce the price from the one indicated on the purchase order itself.

6. **Payment/Payment Terms -** Payment will be made after the goods/services from the vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Business Office.

The District's payment terms are Net 30 days; however, the District will accept terms for early payment. Payment will not be processed until the following occurs:
a. The complete and satisfactory receipt of all items ordered. All pricing must be in accordance with the purchase order/bid.
b. The receipt of a properly billed invoice in the Business Office.

7. **Delivery -** Delivery shall be made within 10 days after receipt of Purchase Order or as otherwise specified on the Purchase Order and within the normal working hours of the School District. Normal working hours are Monday through Friday, excluding holidays when School is in regular session and Monday through Thursday, excluding holidays during the summer unless otherwise specified on the Purchase Order.

8. **New -** All goods shall be new, currently manufactured products unless otherwise stipulated on the purchase order.

9. **Inspection and Rejection -** All goods or services received are subject to inspection and to rejection by The Mifflinburg Area School District if the goods or services are defective or do not meet the specifications. The Mifflinburg Area School District reserves the right to have rejected goods replaced by the Vendor at the purchase price stipulated in this order or in the contract; or to return the rejected goods for full credit at the price charged; to have rejected service re-done by Vendor or to purchase these goods or services on the open market. Transportation

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costs and any additional costs will be borne by the Vendor in each instance. Mifflinburg Area School Districts rights with respect to rejection of material or services are not waived by failure to notify the Vendor promptly upon receipt of delivery.

10. **Warranty -** By accepting this Purchase Order the Vendor warrants, in addition to implied warranties, that the material furnished hereunder shall be shall be free from latent and patent defects and in full conformity with the specifications, drawing, and/or samples.

11. **Indemnification/Hold Harmless –** Vendor shall, in addition to any other obligation to indemnify Mifflinburg Area School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
b. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
c. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
d. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.
The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
Vendor recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Pennsylvania. This article will survive the termination of this Contract.

12. **Insurance Requirements –** Vendor shall maintain insurance acceptable to The Mifflinburg Area School District in full force and effect throughout the term of this Purchase Order.

15. **Legal Requirements -** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor.

18. **Right-to-Know Law -** The recipient of this Purchase Order shall:

a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of the Mifflinburg Area School District in order to perform the service to the Board under this agreement.

b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable cost.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.

d. Upon completion of the Contract, transfer, at no cost, to the Board all public records in possession of the Vendor or keep and maintain public records required by the Board to perform the service. If the Vendor transfers all public records to the Board upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

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e. Failure of Vendor to abide by the terms of this provision shall be deemed a material breach of this Contract. This provision shall survive any termination or expiration of this Contract. In the event of a dispute regarding the enforcement of this provision where the Vendor has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the Vendor.

19. **Assignment -** The Vendor shall not assign, sub-contract, transfer, convey, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm or corporation without prior written consent of The School Board of Mifflinburg Area School District.

20. **Termination -** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

This Agreement may be terminated for convenience at any time by either party without prior notice. In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The Mifflinburg Area School District, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The Mifflinburg Area School District right to terminate this Agreement for convenience.

24. **Advertising -** The Vendor agrees not to use the results of this Purchase Order as a part of any commercial advertising without prior approval of The Mifflinburg Area School District.

25. **Severability -** If any section, subsection, sentence, clause, phrase, or portion of this contract is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portion thereof.

26. **Tax Exemption -** Mifflinburg Area School District is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. is 76605000.

27. **Governing Law and Venue -** The Contract Documents shall be construed in accordance with the laws of the State of Pennsylvania, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of Union County.

28. **Independent Contractor -** Vendor is an independent contractor under this Agreement. Services provided by Vendor pursuant to this Agreement shall be subject to the supervision of Vendor. In providing such services, neither Vendor nor its agents shall act as officers, employees, or agents of the School Board of Mifflinburg Area School District. No partnership, joint venture, or other joint relationship is created hereby. The School Board of Mifflinburg Area School District does not extend to Vendor or Vendor's agents any authority of any kind to bind School Board of the Mifflinburg Area School District in any respect whatsoever.

29. **Third Party Beneficiaries -** Neither Vendor nor School Board of the Mifflinburg Area School District intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

30. **Confidential Student Information -** In the event that Vendor receives any confidential student information, Vendor is subject to all School Board obligations relating to compliance with student records confidentiality laws. Vendor acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

31. **Disputes -** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the School Board shall be final and binding on both parties.