# BETHEL SCHOOL DISTRICT (BSD) – PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. **ENTIRE AGREEMENT -** This written contract constitutes the mutual agreement of the Contractor and Bethel School District (BSD) in whole. No alteration or variation of the terms of this contract and no oral understandings or agreements not incorporated herein shall be binding. This agreement may be amended only by mutual agreement of all parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties. Any work performed or other action taken under this purchase order in accordance with instructions of any individual other than the Purchaser 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; the venue of any action brought hereunder shall be in the Superior Court of Pierce County.
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 requirement 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 an amount 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. The invoice must show the Purchase Order number, item description, quantity, unit price, and amount for each item. c) Upon the submission of proper invoice, Seller shall be paid the prices stipulated herein for supplies delivered and accepted or services rendered and accepted. d) This order is subject to Washington State Sales Tax. e) School Districts are exempt from federal taxes; BSD exemption No. 91-800048K. f) Separate invoices are required for each purchase order. g) **Send original invoice to: Bethel School District, Accounts Payable, 516 176th Street East, Spanaway WA 98387.**
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 Purchaser 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 Purchaser 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** - BSD is an equal opportunity employer and many vendors and suppliers are covered by the 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 BSD that they will comply with aforementioned statutory provisions as required by law.
7. **EMPLOYEE ACCESS TO CHILDREN** - Any employee or agents of either party providing services who will also have access to children shall be required to have successful completion of a background record check through the WA State Patrol criminal identification system and through the Federal Bureau of Investigation, pursuant to RCW 28A.400.303. The record check will include a fingerprint check using a complete Washington state criminal identification fingerprint card and a disclosure statement regarding any other criminal involvement. Each party shall be responsible for their costs associated with the background checks. Contractor must 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 Purchaser.
9. **WARRANTY PRODUCT** - 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 of 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 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 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 Purchaser in writing of the existence of such cause within ten days from the 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 Bethel School District, Attn: District Safety Officer, 516 176th Street East, Spanaway WA 98387.
14. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND 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 department or agency
15. **INSURANCE -**
    a. **Commercial General Liability**. The contractor shall provide Commercial General Liability insurance written on an occurrence basis with a limit no less than $1,000,000 combined single limit per occurrence for personal injury, bodily injury and property damage. Coverage shall include, but not be limited to: blanket contractual; products/completed operations; broad form property damage; and employer's liability.
    b. **Proof of Insurance.** Certificates and or evidence satisfactory to BSD confirming the existence, terms and conditions of all insurance required above shall be delivered to BSD within five (5) days of the Contractor's receipt of a request for proof. The policy(ies) of insurance required to be maintained in accordance with this contract shall not be cancelled or given notice of non-renewal nor shall the terms and conditions thereof be altered or amended without thirty (30) days written notice being given to BSD.

    BSD shall be named as an additional insured on the Contractor's policies as set forth above, and a copy of the endorsement naming BSD as additional insured shall be attached to the Certificate of Insurance. BSD reserves the right to receive a certified copy of all required insurance policies.
16. **INDEMNIFICATION/HOLD HARMLESS -** Each party shall defend, indemnify and hold the other party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of injuries and damages caused by each party's own negligence. ----------REVISED 02-2020