

PURCHASE ORDER TERMS AND CONDITIONS

General Instructions of the Sumner-Bonney Lake School District:

- Purchase order number must be listed on all invoices, correspondence, packages, bill of lading, etc.
- Packing slips are required on all shipments
- No C.O.D shipments will be accepted.
- Prepay all shipping charges and attach copy of freight bill to invoice, if F.O.B Origin.
- District purchases are subject to Washington State retail sales tax but not to any federal tax.
- Payment terms are "Net 45" unless otherwise specified.

Definitions: The term "Purchaser" and "District" means Sumner-Bonney Lake School District and the term "Contractor", "Seller" and "Vendor" mean the person, firm or corporation from who the merchandise or work has been ordered.

Acceptance: Acceptance occurs when the Seller commences the work or ships the goods. The Seller may not alter any terms on the face or back of this document. However, proposals to modify the offer shall not constitute a rejection unless the proposals would alter the description, price, quantity or delivery schedule.

Applicable Law: Where applicable, the laws, rules and policies of the U.S. Federal Government, the State of Washington, the city of Sumner and Bonney Lake, Washington and the Sumner-Bonney Lake School District shall govern this agreement.

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 and 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 subcontractors is debarred, suspended, declared ineligible, or voluntarily excluded.

Compliance: Vendor agrees that goods delivered shall comply with all ordinances, laws and lawful regulations applicable to the purchase, manufacture, processing and delivery of the merchandise and shall obtain and pay for all required licenses and permits.

Compliance with the Americans with Disabilities Act and Washington Law Against Discrimination: The Contractor shall be responsible for compliance with the Americans with Disabilities Act of 1990, as now in effect or hereafter amended, and all rules and regulations issued thereunder (herein collectively referred to as the "ADA") and compliance with ADA Accessibility Guidelines when carrying out the duties of this agreement. The Contractor shall indemnify the District against any and all complaints and defend the District from all actions arising from the Contractor's negligence of compliance during the term of this agreement. The Contractor shall also be responsible for compliance with the Washington Law Against Discrimination, chapter 49.60 RCW, as now in effect or hereafter amended, and all rules and regulations issued thereunder.

Conduct: Contractor agrees to comply with District policies 3207, 3211 and 5012 regarding harassment. Violators shall be subject to consequences. Any form of harassment is prohibited and shall not be tolerated.

Confidentiality of Information: Contractor may be exposed to confidential information. Information declared confidential by the District shall not be disclosed unless authorized in writing by the District. It is agreed that this obligation of confidentiality shall survive the termination of this agreement.

Contract: This agreement and any other applicable Sumner-Bonney Lake School District contract or Professional Services Agreement, pursuant to this Purchase Order constitutes the entire agreement between the District and the Vendor and supersedes any prior oral or written statements or agreements. This form, when properly signed and bearing a Purchase Order Number, is the only form, which will be recognized by the Purchaser as authority for charging merchandise to its account. The Vendor shall not make any changes, alterations or variations for the term of the Purchase Order without written consent. No terms stated by the Vendor in accepting or acknowledging this order shall be binding upon the Purchaser unless accepted in writing by the Purchaser. The Vendor shall not assign this order without the Purchaser's prior consent. No waiver by the Purchaser of a breach of any provision of this order shall constitute as waiver of any other breach or of any other provision. When a Bid or Contract Number is cited on the face of this form, the terms, conditions and specifications governing that Bid or Contract shall be governed by and construed according to the policies of the District and laws of the State of Washington. Any claim or suit concerning this Contract shall be in Superior Court for Pierce County. In the event that action is removed to U.S. District Court, venue shall be in the Western District of Washington.

Crimes Against Students: The Contractor shall prohibit any employee of the contractor, including subcontractors, from working at a public school who has contact with children at said school during the course of his or her employment and who has plead guilty to or been convicted of any felony crime involving the physical neglect of a child under RCW 9A.42, the physical injury or death of a child under RCW 9A.32 or 9A.367 (except motor vehicle violations under RCW 46.61), sexual exploitation of a minor under RCW 9.68, several offenses under RCW 9A.44 where a minor is the victim, promoting prostitution of a minor under RCW 9A.88, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure to comply with this section shall be grounds for the School District to immediately terminate the contract.

Unsupervised Access to Students. Any employee or agents of either party providing services who will also have unsupervised access to children shall be required to have successful completion of a background record check through the WA State Patrol and a

disclosure statement regarding any other criminal involvement. Each party shall be responsible for their costs associated with the background checks.

Force Majeure: The District may delay delivery or performance for causes beyond its control such as labor dispute, severe weather, governmental actions, etc. In such case, the District shall be responsible to the vendor only for additional costs of holding the goods. If the vendor is unable to perform due to force majeure, the District may exercise any remedy otherwise provided for this contract, including termination for default.

Hazard Communication: Vendor shall label all containers of toxic and hazardous materials as required by WAC 296-62-054-05425 and the same information shall be provided to the Purchaser prior to shipment. Vendor must provide Safety Data Sheets (SDS) documentation for any hazardous materials.

Indemnification: The Contractor and District shall indemnify, hold harmless, and defend each other, its elected and appointed officials, employees, agents and staff from any and all claims, liabilities, damages, expenses, rights of action, directly or indirectly arising as a result of error, omission, or negligent act of the Contractor, subcontractors, or anyone directly or indirectly employed by them in the performance of this agreement.

Independent Contractor Status: It is specifically understood that Contractor, its employees, and agents, are contracting with the District as an independent contractor and act in an independent capacity and are not officers, employees, or agents of the District. The District shall not be responsible for fringe benefits, withholding, paying of any taxes on behalf of Contractor or Contractor employees or agents, or remuneration above the amount stipulated in this agreement. This agreement does not preclude the Contractor from undertaking work or assignments from other school district, agencies or individuals.

Inspection/Testing: Payment for the goods delivered hereunder shall constitute acceptance thereof. Purchaser shall have the right to inspect such goods or services and to reject any or all of said goods or services which are in Purchaser's judgment defective or nonconforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Seller at its expense. Purchaser may charge Seller all expenses of unpacking, examining, repacking and reshipping such goods. In the event Purchaser received goods whose defects or nonconformity is not apparent on examination, Purchaser reserves the right to require replacement upon discovery.

Insurance. Commercial General Liability. The contractor shall provide Commercial General Liability insurance written on an occurrence basis with 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. If provider shall be in contact with minor children, provider shall provide evidence that sexual misconduct coverage has not been excluded from the policy and is covered under this policy.

Proof of Insurance. Certificates and or evidence satisfactory to Sumner-Bonney Lake School District confirming the existence, terms and conditions of all insurance required above shall be delivered to Sumner-Bonney Lake School District within five (5) days of the Contractor's receipt of a request for proof. The policy(s) 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 Sumner-Bonney Lake School District.

Professional Liability. Limits of one million dollars (\$1,000,000) per occurrence and an aggregate limit of two million dollars (\$2,000,000).

Cyber Liability. Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

Sumner-Bonney Lake School District shall be named as an additional insured on the Contractor's policies as set forth above, and a copy of the endorsement naming Sumner-Bonney Lake School District as additional insured shall be attached to the Certificate of Insurance. Sumner-Bonney Lake School District reserves the right to receive a certified copy of all required insurance policies.

Liens, Claims, and Encumbrances: Seller warrants and represents that all goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

Limitation on Purchaser's Liability-Statute of Limitations: In no event shall Purchaser be liable for anticipated profits or for incidental or consequential damages. Purchaser's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this agreement or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Purchaser shall not be liable for penalties of any description. Any action resulting from any breach on the part of Purchaser as to the goods or services delivered hereunder must be commenced within one year after the cause of action has accrued.

Modifications: Either party may request changes in the scope of services or performance standards. Any and all modifications shall be in writing, signed and dated by each of the parties. Such modifications shall be incorporated into this agreement by way of an addendum.

Non-Discrimination: Sumner-Bonney Lake School District is an equal opportunity employer and strongly committed to its nondiscrimination policies. Contractors, sellers, and vendors agree not to discriminate against any person or exclude from participation in or deny benefits to any person related to any activity performed pursuant to this agreement on the basis of sex,

race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability, or the use of a trained dog guide or service animal by a person with a disability and provides equal access to the Boy Scouts and other designated youth groups. Contractors, sellers, and vendors must also comply with any applicable affirmative action programs. This provision is a material part of any contract or agreement and shall be grounds, if violated, for termination of the contractual relationship at the discretion of the Sumner-Bonney Lake School District. The following employees have been designated to handle questions and complaints of alleged discrimination:

Human Resources:		253-891-6025
Title IX Coordinator:	Adrienne Chacon	253-891-6000
Equity and Achievement:	Josh Agpalza	253-891-6000
Section 504 Coordinator:	Karen Finigan	253-891-6000
ADA Coordinator:	Robert Gallagher	253-891-6000

Ownership of Work Products and Restriction Against Dissemination: All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the District and may be used by the District for any purpose without additional compensation to the Contractor. The Contractor agrees not to assert any rights and not to establish any claim under design or copyright laws. The Contractor agrees to provide the District access to all retained materials for a period of three years after final payment under this agreement. Unless otherwise directed by the District, the Contractor may retain copies of all materials.

Payment: The District shall not make payment in advance or in anticipation of services or supplies to be provided under this agreement. All payments to the Contractor are conditioned upon (1) Contractor's submission of a properly executed and supported voucher for payment, including such supporting documentation of performance, of costs incurred or paid, or as otherwise provided for in the body of this Agreement, and (2) acceptance and certification by the District if satisfactory performance by the Contractor. Unless otherwise noted in the Agreement, (1) all acceptable vouchers for payment due to the Contractor shall be paid within forty-five (45) days after receipt and inspection by the District, and (2) all expenses necessary to the Contractor's performance of this Agreement shall be borne in full by the Contractor.

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

Restrictions:

- **Alcohol/Controlled Substances/Paraphernalia:** Use, distribution, showing evidence of having consumed, selling, soliciting or facilitating the sale of alcohol, illegal drugs or other controlled substances, including marijuana, by any contractor, seller, or vendor on school district property or in connection with any duties performed under this agreement is strictly prohibited. Possession of paraphernalia associated with drugs or other controlled substances, including marijuana, or any item purported to be such is also prohibited on school district property or in connection with any duties performed under this agreement.
- **Tobacco:** Consistent with state law and District policy, the use of any tobacco products by contractors, sellers, vendors, 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 other 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.

Safety Requirements: All items furnished under this order where applicable must comply with all OSHA, WISHA, UL Approval, and any other safety requirements imposed by the Purchaser, State or Federal agency. Seller further agrees to indemnity and hold harmless Purchaser from all damages assessed against Purchaser as a result of Seller's failure to comply with the acts and the standards issued thereunder and for the failure of the items furnished under this order to so comply.

Termination for Convenience: The Purchaser reserves the right to cancel this order at any time. The Seller shall immediately stop work upon notice of cancellation. Payment shall be based on the percentage of the work completed prior to notification.

Termination for Cause: The Purchaser may cancel this order upon any material default of the Seller including failure to perform on time; delivery of nonconforming goods; delivery of defective goods or unacceptable performance of services. In this case, the Purchaser shall not be liable to the Seller for any payment or damages.

Warranty: The Seller specifically warrants to the Purchaser and to the Purchaser's successors and users that the goods and services (a) meet the specifications and standards agreed to; (b) are free from defect and conform to labels; and (c) are merchantable, safe, and appropriate for the intended use. After being notified, the Seller agrees to replace or correct defects without expense to the Purchaser and to reimburse the Purchaser for any costs incurred in replacing or repairing if the Seller fails to do so.