

**SEATTLE SCHOOL DISTRICT NO. 1
STANDARD TERMS AND CONDITIONS**

**INVITATION TO BID, REQUESTS FOR QUOTATION, PURCHASE ORDER
CONTRACTS**

The following provisions will be made a part of the Purchase Order contract, and Vendor by acceptance of an order agrees thereto:

1. Detailed invoices in duplicate, plainly marked with our purchase order number are to be mailed to: Seattle School District No. 1, Accounts Payable Department, Mail Stop 33-343, PO Box 34165, Seattle, WA 98124-1165. All accounts are paid by remittance by mail.
2. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of this order will be effective without prior consent of the Purchasing Department.
3. No charges will be allowed for packing, wrapping, bags, containers, reels, etc., unless otherwise specified.
4. The Seattle School District No. 1 reserves the right to cancel any unshipped portion of this order. Time of delivery is part of the essence of this contract and the order is subject to cancellation for failure to deliver on time.
5. For any exception to the delivery date as specified on the purchase order, the Vendor shall give prior notification and obtain approval thereto from the Purchasing Department.
6. Shipping Instructions: Unless otherwise specified please ship prepaid via most economical means, f.o.b. destination. Unit cost of items f.o.b. Seattle shall not include sales tax or cost of freight. Sales tax shall be added to the invoice as a separate charge. Freight charges will be added as a separate item. Sales tax on freight will be paid in accordance to the laws of Washington State.
7. Materials purchased are subject to the approval of Seattle School District No. 1 and if rejected are held subject to the Vendor's risk and expense incurred for their return as approved by the Purchasing Department.
8. Order number **MUST** appear on all invoices, packing lists, packages, shipping notices, instruction manuals and any correspondence.
9. Memorandum of contents shall be enclosed in each box or package.
10. The Vendor agrees to protect the Seattle School District No. 1 against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising for such claims.
11. If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or the prevailing market price, whichever is lower
12. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the Vendor of the responsibility hereunder for any prior or subsequent breach.
13. Attached lists of materials, specifications or drawings shall form a part of this purchase order where reference is made thereto.

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14. The Vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free of defect.
15. Cash discount period on all invoices shall commence on the date which the correctly completed vouchers or shipments are received by the Seattle Public Schools, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.
16. The Seattle School District No. 1 must pay State of Washington Sales Tax unless purchase order specifically indicates exemption.
17. The Seattle School District No. 1 is exempt from Federal Excise Taxes. Exemption certificate will be furnished upon request.
18. **Liens:** Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens of any nature whatsoever.
19. Neither party to this contract may assign any portion of this agreement without the prior written consent of the other party.
20. Special brands, when named, are to indicate the standard quality, performance of use desired. Bids on your equal will be considered provided you specify brand, model and the necessary descriptive literature. In the event the Seattle School District No. 1 elects to contract for an alternate purported to be an equal by the bidder, the acceptance of the item will be conditioned on the Buyer's inspection and testing after receipt. If, in the sole judgment of the Buyer, the item is determined not to be an equal, the material shall be returned at the seller's expense and the contract cancelled.
21. **Debarment:** Vendor, by accepting this purchase order, warrants that supplying or invoicing company "**are not**" presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (defined **as not** being eligible to receive federal funds) by any federal department or agency.
22. Shipments of hazardous materials shall comply with all Federal and State regulations. This includes that the shipment of any hazardous material be accompanied by a current Material Safety Data Sheet (MSDS) and be provided to an on-site Seattle School District representative
23. **Governing Law:** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflicts of laws rules.