

## Standard Terms and Conditions



**Spokane Public Schools  
STANDARD TERMS AND CONDITIONS  
INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT**

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED POLICIES AND PROCEDURES OF SPOKANE PUBLIC SCHOOLS AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES:** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Manager or appropriate Buyer.
2. **HANDLING:** For Purchase Orders referencing a bid or quote contract no charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY:** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, and LATE PAYMENT CHARGES:** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **INVOICES/PACKING SLIPS:** All invoices shall be delivered to the accounting department, 200 North Bernard, Spokane, WA 99201 and shall include all costs associated with delivery. SPS shall provide payment within 30 days receipt of an approved, acceptable invoice providing services/goods have been received by the District. Packing list(s) shall be enclosed with each and every shipment pursuant to this purchase order, indicating the content therein.
6. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments. At no time will fuel surcharges be allowed.
7. **REJECTION:** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
8. **IDENTIFICATION:** All invoices, packing lists, each package, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.

9. **INFRINGEMENTS:** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
10. **WARRANTIES:** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
11. **ASSIGNMENTS:** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Executive Director of Finance.
12. **TAXES:** Unless otherwise indicated the Purchaser agrees to pay all sales or use tax in accordance with the Washington State Department of Revenue Sales Tax Rules at the time of delivery. Note that Spokane Public Schools is a political subdivision of the State of Washington and is thereby exempt from federal excise tax.
13. **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
14. **RISK OF LOSS:** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
15. **SAVE HARMLESS:** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
16. **PRICES:** 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 prevailing market price whichever is lower.
17. **TERMINATION:** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral notice followed up in writing, or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
18. **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** In providing the District with product and/or services, the vendor assures compliance with Washington State and federal guidelines regarding nondiscrimination and harassment and agrees not to discriminate against or harass any client, employee or applicant for employment or services because of race, creed, color, national origin, gender, sex, marital status, age, sexual orientation including gender identity, Vietnam-era veteran or disabled veteran status, pregnancy or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services. It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the District unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
19. **LABOR AND INDUSTRIES:** Vendor is required to abide by all District policies and procedures and Washington State Labor and Industries rules, regulations and laws including, but not limited to, filing "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" with the Department of Labor and Industries. All fees associated with the filing of these forms are the sole responsibility of the vendor. Vendor will provide the District with copies of "APPROVED" forms.
20. **ANTI-TRUST:** Vendor and the Purchaser recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.

21. **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Spokane County.
22. **BRANDS:** When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature when available. Any Vendor submittal bid containing a brand which is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid. This does not apply if "Do Not Substitute" is indicated by the stated make and model.
23. **TOBACCO/DRUG/WEAPON PROHIBITION:** Spokane Public Schools' property is a tobacco free, drug free, and weapon free environment. Vendor personnel shall conform to this policy at all times while on District premises.
24. **CONFLICT OF INTEREST:** District officers and employees may not accept or receive, directly or indirectly, a personal financial benefit; or accept any gift, token, membership, or service, as a result of a District purchase entered into, or anticipated in the future, from any person, firm, or corporation. District employees within the course of their employment, are prohibited from accepting any gratuity (including food or beverages) from a supplier of goods or services to the District.
25. **EMPLOYMENT PROHIBITION:** In accordance with Title 28A RCW: Contractor shall prohibit any employee of contractor from working at a public school who has contact with children at the school during the course of his or her employment and who has pled guilty to or been convicted of any felony crime involving the physical neglect of a child under Chapter 9A.42 RCW, the physical injury or death of a child under Chapter 9A.32 or 9A.36 RCW (except motor vehicle violations under Chapter 46.61 RCW), sexual exploitation of a child under Chapter 9A.44 RCW where a minor is the victim, promoting prostitution of a minor under Chapter 9A.88 RCW, the sale or purchase of a minor child under RCW 9A.64.030, or violation of similar laws of another jurisdiction. Any failure by contractor to comply with this section shall be grounds for the school district's immediate termination of this contract.
26. **MINORITY OWNED AND WOMEN OWNED BUSINESS ENTERPRISES:** Spokane Public Schools encourages the participation of Minority Owned and Women Owned Business Enterprises.
27. **DEBARMENT:** In providing the District with products and/or services, Vendor certifies that they have not been suspended or are in any way excluded from Federal procurement actions by any Federal agency.
28. **ACCEPTANCE:** BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.