

Purchase Order Terms & Conditions (Rev. 7/2023)

1. **CONTRACT DOCUMENTS:** The purchase hereunder shall be governed by the Contract Documents of which this order is a part. The "Contract Documents" shall consist of: (a) Notice to Bidders; (b) Instructions to Bidders; (c) General Bidding Conditions; (d) Special Provision Sheet; (e) Specifications, Plans and Drawings, and any Special Terms and Conditions, if applicable; (f) Proposal; (g) Agreement Form; (h) Purchase Order Terms and Conditions; and (I) Any Amendments, Modifications, or Addenda issued by the District to the above-referenced documents. No such amendment, modifications, or addenda shall be valid unless in writing and signed by the District. The terms and conditions of sale, as stated in the Contract Documents, shall govern in the event of conflict with any terms or conditions set forth by the Vendor; and the Contract Documents, as defined herein, shall be deemed to contain the complete, final, and exclusive terms of agreement between the District and the Vendor.
2. **DELIVERY AND ACCEPTANCE:** Time is of the essence with regard to this contract. The District reserves the right to reject any goods and cancel all or any part of any order for which delivery is late. The District shall have the right to inspect the goods upon delivery. Goods not conforming to applicable descriptions, specifications, drawings, or other Contract Documents may be rejected by the District. Acceptance of any part of this order shall not bind the District to accept future shipments, nor deprive it of the right to reject nonconforming goods already accepted. The District shall also have the right to store, return, or re-sell nonconforming goods, in addition to all other remedies available under applicable law. The District may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

Should delivery of any part of this order be delayed beyond the time specified in the Contract Documents, or if no time is specified, then beyond a reasonable time, or if any goods should fail to comply with the Contract Documents, the District shall have the right to purchase such goods elsewhere at the market price for immediate delivery and any excess in the cost of same over the price shown herein shall, at the District's option, be paid by the Vendor under this order, or deducted from any monies now due or hereafter accruing to the Vendor from the District.

3. **PRICES:** Unless otherwise specified in writing by the District, goods shall be furnished at the prices indicated on this order only; invoices will be honored for purchase order prices only. Prices shall exclude all federal taxes.
4. **PATENT INFRINGEMENT:** The Vendor agrees to indemnify the District and hold it harmless from and against any and all claims, liability, loss, damage, and expense, including reasonable attorneys' fees, resulting from or in connection with any actual or claimed trademark, patent or copyright infringement, or any litigation based thereon, with respect to all or any part of the goods covered by this order, and such obligation shall survive acceptance of the goods and payment therefore by the District.
5. **PACKING:** All goods, wrappers and containers shall bear markings and labels as required by applicable federal, state, and local laws and regulations for the protection and safety of persons and property, and Vendor warrants that prices include all charges for packing, crating, and transportation to the f.o.b. point designated by the District in the Contract Documents. Vendor shall place this purchase order number on all freight bills, invoices, packages and packing lists.

The District encourages vendors to utilize packaging consisting of non-hazardous, recyclable materials, when reasonably possible.

6. **DATA:** The Vendor shall not use or disclose any data, designs or other information belonging to or supplied by or on behalf of the District, except in the performance of this or other orders for the District. Upon the District's request, such data, designs or other information, and any copies thereof, shall be returned to the District. Where the District's data, designs, or other information are furnished to the Vendor's supplier for procurement of supplies by the Vendor for use in the performance of the District's orders, the Vendor shall include the requirements of this provision in its orders for such supplies.
7. **LABOR DISPUTES:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this order, the Vendor shall immediately give written notice thereof to the District.
8. **MATERIAL SAFETY DATA SHEETS:** Vendor agrees to furnish to the District, with delivery of the goods hereunder, any and all Material Safety Data Sheets applicable to dangerous, hazardous, or potentially hazardous goods provided by the Vendor.
9. **ADVERTISING PROHIBITION:** Vendor agrees not to use the name of the District or to quote the opinion of any of the District's employees in any advertising without obtaining the prior written consent of the District.
10. **TITLE AND RISK OF LOSS:** The title and risk of loss of the goods purchased hereunder shall not pass to the District until the District accepts the goods as conforming in all material respects to the Contract Documents.

11. SHIPPING AND DELIVERY CHARGES: All shipping and delivery costs shall be borne by the Vendor. Delivery of materials, equipment, and/or supplies shall be made between the hours of 7:30 a.m. to 3:00 p.m. weekdays, except District holidays. The successful Vendor shall obtain from the District a current list of District holidays.
12. TERMINATION/CANCELLATION: The District shall have the right to terminate this contract or cancel for default all or any part of the undelivered portion of this order if the Vendor breaches any of the terms or conditions of this contract, including warranties of the Vendor, or if the Vendor becomes insolvent or files bankruptcy. Such right of termination and cancellation is in addition to and not in lieu of any other remedies which the District may have in law or equity.
13. PAYMENT: Pursuant to Washington State Law (RCW 54.24.010), all payment vouchers must be approved by the Commission of the District. Vouchers for payment of invoices will be submitted to the Commission at the first scheduled Commission meeting after inspection and final acceptance of the goods by the District.
14. WARRANTY: The Vendor expressly warrants that all goods, materials and work covered by this order shall conform to the requirements specified by the District in the Contract Documents, and shall be fit for the purpose intended, merchantable, of good material and workmanship and free from defects.
15. DISTRICT HELD HARMLESS: The Vendor agrees to indemnify, defend, release and hold harmless the District, its officers, agents and employees from and against actual claims, directly related, reasonable and verifiable damages, and expenses, including reasonable attorneys' fees, arising out of or in connection with the performance of this contract, to the extent such claim, damage, or expense is attributable to (i) failure of the Vendor (or anyone directly or indirectly employed by the Vendor, including subcontractors of the Vendor) duly to perform any term, provision, covenant, agreement or condition under this contract to be performed by or on behalf of the Vendor; or (ii) any negligent or willful act or omission of the Vendor, or anyone directly or indirectly employed by the Vendor, including subcontractors of the Vendor.
16. LAWS AND REGULATIONS/COMPLIANCE: The parties hereby incorporate 41 C.F.R. 60-1.4(a)(7); 29 C.F.R. Part 471, Appendix A to Subpart A; 41 C.F.R. 60-300.5(a)(11); and 41 C.F.R. 60-741.5(a)(6); if applicable. The Vendor and any subcontractors of Vendor shall abide by the requirements of 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a). **These regulations prohibit discrimination against qualified protected veterans, and qualified individuals on the basis of disability, respectively, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities, respectively.**
17. WRITTEN NOTICE: Any written notice given pursuant to this contract shall be deemed to have been duly served if delivered in person to the Office of the General Manager of the District, or the office of the Vendor as set forth in the Contract Documents, or sent by U.S. Mail to the last business address known to the sender. Notices delivered in person shall be effective upon delivery, and notices sent by mail shall be effective on the third day after deposit in the U.S. mail.
18. NONWAIVER: The failure of the District to insist upon or enforce strict performance by the Vendor of any provision of this contract, or to exercise any right under this contract, shall not be construed as a waiver or relinquishment to any extent of the District's right to assert or rely upon any such provision or right in that or any other instance; rather, the same shall be and remain in full force and effect.
19. GOVERNING LAW: This contract shall be governed by the laws of the State of Washington, with venue for any disputes in Snohomish County, Washington.