



GENERAL TERMS AND CONDITIONS For Purchase Orders

The following General Terms and Conditions shall be applicable to all Purchase Orders issued by the Seattle Housing Authority (SHA), also referred to as "Purchaser":

- 1. CHANGES:** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specifications of this order will be effective without written consent of the SHA Purchasing Division.
- 2. PACKING:** No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.
- 3. DELIVERY:** For any exception to the delivery date as specified on this order, Vendor shall give prior notification and obtain approval thereto from SHA's Purchasing Division. With respect to delivery under this order, time is of the essence and the order is subject to termination for failure to deliver on time. The acceptance by 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. ASSIGNMENTS:** Provision of monies due under this contract shall only be assignable with prior written consent of Purchaser.
- 5. SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where specific authorization is granted to ship goods FOB Shipping Point, Vendor agrees to prepay all shipping charges, to route through the cheapest common carrier, and to bill Purchaser as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. Purchaser reserves the right to refuse COD shipments.
- 6. REJECTION:** All goods or materials purchased herein are subject to approval by Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms, conditions, and specifications of this order, whether held by Purchaser or returned, will be at Vendor's risk and expense.
- 7. IDENTIFICATION:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the content therein. Invoices will not be processed for payment until all items invoiced are received.
- 8. INFRINGEMENTS:** Vendor agrees to, identify, defend and save harmless SHA against all claims for patent, trademark, copyright, or franchising infringements arising from the purchase, installation, or use of material ordered on this Purchase Order, and to assume all expense and damage arising from such claims.

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9. NONWAIVER BY ACCEPTANCE OF VARIATION: No provision of this order, or the right to receive reasonable performance of any act called for by the terms, shall be deemed a waiver by Purchaser of a breach thereof as to any particular transaction or occurrence.

10. WARRANTIES: Vendor warrants articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except if stated in a Special Condition, the material must then fit that particular purpose.

11. PAYMENT, CASH DISCOUNT, 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 of 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. If Purchaser fails to make timely payment, Vendor may invoice for \$1, or 1% per month on the amount overdue, whichever is greater. Payment shall not be considered late if a check or warrant is available or mailed within the time specified; or if no items are specified, within 30 days from date of receipt of a properly completed invoice or goods, whichever is later. Normally payments to Vendor shall be remitted by mail. Purchaser shall not honor drafts nor accept goods on a sight draft basis.

12. TAXES: Per RCW 35.82.210, the property of a housing authority is declared to be public property used for essential public and governmental purposes, and such property and an authority shall be exempt from all taxes and special assessments of the city, the county, the state, or any other political subdivision thereof. Additionally, under WAC 458-20-189, an authority is exempt from excise taxes. SHA's Federal ID 91-6000977-W.

13. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor warrants and represents that all the goods and materials delivered 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 risk of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery, and such loss, injury, or destruction shall not release Vendor from any obligation hereunder.

15. SAVE HARMLESS: Vendor shall indemnify, defend, and save Purchaser harmless from and against any damage, cost or liability for any or all injuries to persons or property arising from acts or omissions of Vendor its 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 the prevailing market price, whichever is lower.

17. SPACE QUALITY STANDARDS: Special brands, when named, include the standard of quality, performance, or use desired. Bids on Vendor's equivalent goods may be considered provided Vendor specifies brands, model, and necessary descriptive literature. In the event Purchaser elects to contract for a brand purported to be an equal by the bidder, the acceptance of the item will be conditioned on Purchaser's inspection and testing after receipt. If, in the sole judgment of Purchaser, the item is determined not to be an equal, the material shall be returned at Vendor's expense and the contract terminated.

18. ANTITRUST ASSIGNMENTS: Vendor and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Vendor hereby assigns to purchaser any and all claims for such overcharges as to goods and materials purchased in connection with this order or contract, except as to overcharges which result from antitrust violations commencing after the price is established under this order or contract and which are not passed on to the Purchaser under an escalation clause.

19. PRICE WARRANTY FOR COMMERCIAL ITEMS: Vendor warrants that prices charged to Purchaser are based on Vendor's current catalog or published price list of commercial items sold in substantial quantities to the general public.

20. ACCEPTANCE: This order expressly limits acceptance to the Terms and Conditions stated herein. All additional or different terms proposed by Vendor are objected to and are hereby rejected, unless otherwise provided in writing by Purchaser's Purchasing Division.

21. TERMINATION: SHA may terminate this Purchase Order for SHA's convenience or for the failure of the Vendor to fulfill the obligations of this Purchase Order. SHA shall terminate by delivering to the Vendor a written Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of the notice, the Vendor shall immediately discontinue all services affected and deliver to SHA all information, reports, papers, or other materials accumulated or generated in performing this Purchase Order, whether completed or in process. If the termination is for convenience of SHA, SHA shall be liable only for payment for services rendered or goods received before the effective date of termination. If the termination results from the Vendor's failure to fulfill the obligations of this Purchase Order, the Vendor shall be liable for damage suffered by SHA, and SHA may withhold any payments to the Vendor for the purpose of a partial payment of amounts owed to SHA by the Vendor.

22. LAW: The laws of the State of Washington shall govern this order and the venue of any action brought hereunder shall be in the Federal District Court for the Western District of Washington in Seattle, or the Superior Court, County of King in Seattle, State of Washington.

23. AUDITS AND RECORDS RETENTION:

- a.) SHA, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this Purchase Order, have access to and the right to examine any of the Vendor's directly pertinent books, documents, papers, or other records involving transactions related to this Purchase Order for the purpose of making audit, examination, excerpts, and transcriptions.
- b.) The Vendor agrees to include in first-tier subcontracts under this Purchase Order a clause substantially the same as in paragraph a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- c.) The periods of access and examination in paragraphs (a) and (b) above for records relating to litigation or settlement of claims arising from the performance of this Purchase Order, or costs and expenses of this Purchase Order to which SHA, HUD, or Comptroller General or any of their

duly authorized representatives has taken exception shall continue until disposition of such litigation, claims, or exceptions.

24. NON-DISCRIMINATION: In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec. 200d - 42 U.S.C. sec 20000d-4, and the relevant federal regulation adopted pursuant to Title VI, the Vendor assures that it shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, color, sex, or national origin under this contract or under any project, program, or activity supported by this contract.

25. EEO REQUIREMENTS: For federally-funded Purchase Orders in excess of \$10,000, the Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled 'Equal Employment Opportunity,' as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and agrees that the equal opportunity clause contained therein is incorporated in this contract by this reference.

26. INDIVIDUALS WITH DISABILITIES: Vendor certifies that it will comply with Sections 503 and 504 of the Rehabilitation Act, of 1973, 29 U.S.C. sections. 793 and 794, as amended, and with the Americans with Disabilities Act of 1990, 42 U.S.C. sec. 12101 et seq., regarding its programs, services, activities, and employment practices. The Vendor agrees that the Affirmative Action Clause of section 503 of the Rehabilitation Act is incorporated herein by this reference.

27. OSHA/WISHA: Vendor agrees to comply with the conditions of all applicable federal and state occupational and/or industrial safety and health acts, such as the Federal Occupational Safety and Health Act of 1970 (OSHA), the Washington Industrial Safety and Health Act of 1973 (WISHA), and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Vendor further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser as a result of Vendor'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.

28. PREVAILING WAGES: For federally-funded Purchase Orders where the Vendor will be performing work subject to prevailing wage requirements, the Vendor shall pay its workers not less than the prevailing wage rates and shall comply with the following regulations:

- a.) The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All Purchase Orders for construction or repair).
- b.) The Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5)." (Required for construction Purchase Orders in excess of \$2,000 and...when required by Federal grant program legislation).
- c.) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5)." (Required for construction Purchase Orders in excess of \$2,000).

29. ENERGY EFFICIENCY: When applicable, the Vendor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in

compliance with the Energy Policy and Conservation Act (Pub. L. 94-163) for the State in which the work under this Purchase Order is performed.

30. CLEAN AIR AND WATER: On federally-funded Purchase Orders in excess of \$100,000, consistent with the provisions of 24 CFR 85.36(i)(12), the Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). These provisions shall also apply to any subcontract of the Vendor in excess of \$100,000.

Contact Information for the Seattle Housing Authority		
Mailing Address: P.O. Box 19028 Seattle, WA 98109-1028	Street Address: 120 Sixth Avenue North Seattle, WA 98109-5002	Telephone: (206) 615-3379 Fax: (206) 615-3410