



SEATTLE HOUSING AUTHORITY (SHA) GENERAL TERMS AND CONDITIONS FOR PURCHASE ORDERS

The following General Terms and Conditions for Purchase Orders ("General Term and Conditions") shall be applicable to all Purchase Orders issued by the Seattle Housing Authority ("SHA" or "Purchaser"): As used herein, "Vendor" or "Contractor" shall be the person or entity to whom the Purchase Order is issued, whether designated on any other documents as Supplier, Consultant, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

The General Terms and Conditions, additional SHA Contract Documents, if any, Solicitation, if any, SHA Purchase Orders, and Vendor's contracts, submittal, invoice, or terms and conditions, if provided, shall constitute the Contract between SHA and Vendor for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables described in the Purchase Order. The order of the documents listed above shall be the order of precedence for resolving any ambiguity, conflict, or inconsistency between the documents. Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Vendor invoices. No modification of the Contract shall be effective unless mutually agreed in writing. The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, SHA bid documents, or other form of solicitation issued by SHA including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

Purchase Order # _____ for

- ☐ Goods
- ☐ Services without Prevailing Wage requirements
- ☐ Services with Prevailing Wage requirements

The Purchase Order incorporates the following contract-specific requirements:

Sales Tax:

- ☐ SHA is exempt from Sales Tax, or
- ☐ Sales Tax on material only, or
- ☐ Sales Tax on labor and services

Prevailing Wage Determination:

- ☐ Prevailing Wages are not applicable to this Purchase Order
- ☐ WA State Prevailing Wage Rates, King County:
 - ☐ Commercial
 - ☐ Residential
- Effective Date: _____
SHA will mail a hard copy upon request
- ☐ HUD Routine Maintenance
- Effective Date: _____
- ☐ HUD Non-Routine Maintenance
- Effective Date: _____

Insurance:

- ☐ SHA waives the Insurance requirements
- ☐ Required as indicated on Contract Insurance Requirement Form in the Request for Proposal for Micro Purchases

Governing Contract, if applicable:

Piggyback Contract:

- ☐ Vendor is a party to RFP No. _____ Purchasing Bid and Contract dated _____ between Vendor and
- ☐ Department of Enterprise (DES), or
 - ☐ General Services Administration (GSA) County, or
 - ☐ City of Seattle, or
 - ☐ _____ Master Contract No. _____.

Purchaser is purchasing the goods or services described in this agreement from Vendor pursuant to the Piggyback Contract. Purchaser is paying for the goods or services and the terms and provisions in the Piggyback Contract apply to the goods and services to be provided under this agreement.

Existing Contract:

- ☐ Purchaser is purchasing the services described in this agreement pursuant to SHA's existing contract # _____. The terms and provisions established in the existing contract apply to the services to be provided under this agreement.

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 Purchaser.

2. ASSIGNMENTS: Provision of monies due under this contract shall only be assignable with prior written consent of Purchaser.

3. NONWAIVER BY ACCEPTANCE OF VARIATION: No provision of this order, or the right to receive seasonable 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.

4. 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 or services are received, whichever is later. Invoices must include the following information: SHA's Purchase Order number; title, the period of time for which services are being invoiced. Documentation must be attached for reimbursable expenses as follows: backup documentation for any reimbursable expense items being invoiced that total \$250.00 or more, and sub-consultant invoices, regardless of the amount. 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/Agency 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. The preferred method of payment is through an electronic payment via credit card using SHA's ePayables program. Vendors will receive an enrollment form from SHA and are strongly encouraged to enroll in the program. Alternatively, payments may be remitted by mail. Purchaser shall not honor drafts nor accept goods on a sight draft basis.

Invoices shall be submitted to [Login - SHA Invoice Center](#)

5. 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.

6. 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.

7. SPACE QUALITY STANDARDS: Special brands, when named, include the standard of quality, performance, or use desired. Bids on Vendor/Agency's equivalent goods may be considered provided Vendor/Agency 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/Agency's expense and the contract terminated.

8. ANTITRUST ASSIGNMENTS: Vendor/Agency and purchaser recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, Vendor/Agency 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.

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

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

11. TERMINATION: SHA may terminate this Purchase Order for SHA's convenience or for the failure of the Vendor/Agency to fulfill the obligations of this Purchase Order. SHA shall terminate by delivering to the Vendor/Agency a written Notice of Termination specifying the reason therefore and the effective date of termination. Upon receipt of the notice, the Vendor/Agency 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/Agency's failure to fulfill the obligations of this Purchase Order, the Vendor/Agency shall be liable for damage suffered by SHA, and SHA may withhold any payments to the Vendor/Agency for the purpose of a partial payment of amounts owed to SHA by the Vendor/Agency.

12. 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.

In providing the services under this Purchase Order, the Vendor shall comply with all applicable laws of the United States, the State of Washington; and the City of Seattle; and the applicable rules, regulations, orders and directives of their administrative agencies and officers thereof.

13. 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/Agency'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/Agency 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 \$3,000.
- 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.

14. NON-DISCRIMINATION: In accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C., sec. 2000d - 42 U.S.C. sec 2000d-7, the relevant federal regulation adopted pursuant to Title VI and RCW 49.60, the Vendor/Agency assures that it shall not discriminate against any company, subcontractor, employee, or other person on the grounds of race, creed, color, national origin, sex, age, marital status, the presence of any physical, sensory, or mental disability, sexual orientation, Vietnam-era veteran status, disabled veteran status or political affiliation, nor commit any unfair practices under this contract or under any project, program, or activity supported by this contract.

15. EEO REQUIREMENTS: For federally-funded Purchase Orders, the Vendor/Agency shall comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor.”. Vendor/Agency shall agree that the equal opportunity clause contained therein is incorporated in this contract by this reference.

16. INDIVIDUALS WITH DISABILITIES: Vendor/Agency 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/Agency agrees that the Affirmative Action Clause of section 503 of the Rehabilitation Act is incorporated herein by this reference.

17. OSHA/WISHA: Vendor/Agency 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/Agency further agrees to indemnify and hold harmless Purchaser from all damages assessed against Purchaser as a result of Vendor/Agency’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.

18. PREVAILING WAGES: If federal, state, local or any applicable law requires Vendor to pay prevailing wages in connection with a Contract, a Vendor is notified by SHA, then Vendor shall pay applicable prevailing wages. For Purchase Orders where the Vendor/Agency will be performing work subject to prevailing wage requirements, the Vendor/Agency shall pay its workers not less than the prevailing wage rates and shall comply with the following regulations:

If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination for the locality where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Vendor and its subcontractors shall:

- (i) Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act, and/or HUD Determined and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
- (ii) Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or HUD Determined or federal Davis-Bacon rate of wage must be paid) and additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
- (iii) A Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to SHA, in the manner requested by SHA, prior to any payment by the SHA hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by SHA prior to final Contract payment.

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- (a) The Copeland “Anti-Kickback” Act (40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). (All Purchase Orders for construction or repair). The Act provides that each vendor/agency or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. SHA must report all suspected or reported violations to the Federal awarding agency.
- (b) The Davis-Bacon Act (40 U.S.C.3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) (Required for construction Purchase Orders in excess of \$2,000 and...when required by Federal grant program legislation).
- (c) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): All Purchases Orders awarded by SHA in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

19. ENERGY EFFICIENCY: When applicable, the Vendor/Agency 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 (42 U.S.C. 6201) for the State in which the work under this Purchase Order is performed.

20. CLEAN AIR AND WATER: On federally-funded Purchase Orders in excess of \$150,000, the Vendor/Agency shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

21. CERTIFICATION OF ELIGIBILITY: By entering into this Purchase Order with SHA, the Vendor/Agency certifies that to the best of its knowledge and belief, neither it, nor any principal/person or firm which has an interest in the Vendor/Agency's firm is ineligible to:

- (i) Be awarded contracts by any agency of the U.S. Government, HUD, or the State in which this Contract work is to be performed; or,
- (ii) Participate in HUD programs pursuant to 2 CFR 200

NOTE: For purposes of this Paragraph, the term "Person" is synonymous with the term "Principal" as defined in 2 CFR 180 and means:

- (a) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (b) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who-
 - (1) Is in a position to handle Federal funds;
 - (2) Is in a position to influence or control the use of those funds; or,
 - (3) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

For compliance with the Certification of Eligibility provision, the Vendor/Agency agrees to conduct Suspension and Debarment checks on any of its principals/persons as described above. The websites to verify eligibility are: <https://sam.gov/content/exclusions> and [http://portal.hud.gov/hudportal/HUD?src=/topics/limited denials of participation](http://portal.hud.gov/hudportal/HUD?src=/topics/limited%20denials%20of%20participation). Upon request, SHA will provide the Vendor/Agency with forms necessary to conduct these reviews.

This certification of eligibility is a material representation of fact upon which reliance was placed when SHA awarded the Purchase Order. If it is later determined that the Vendor/Agency knowingly provided an erroneous certification, the Purchase Order may be terminated and the Vendor/Agency may be debarred or suspended from participation in HUD programs and other Federal contract programs. SHA advises the Vendor/Agency to become familiar with the federal regulations, 2 CFR 180, and to conduct required eligibility checks prior to the acceptance of any Purchase Order. Upon SHA's request, the Vendor/Agency will submit a signed certification of compliance with this section.

22. Anti-lobbying Certification: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Vendor, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the Vendor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions. The Vendor further agrees to include the language of this certification in the award documents for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements, which may take the form of an addendum or side letter to such subcontracts) and that all subrecipients, subconsultants and subcontractors shall certify and disclose accordingly.

FOR MATERIALS PURCHASES:

23. PACKING: No charges will be allowed for special handling, packing, wrapping, bags, containers, reels, etc., unless otherwise specified herein.

24. DELIVERY: For any exception to the delivery date as specified on this order, Vendor/Agency 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/Agency.

25. 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/Agency 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.

26. 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/Agency's risk and expense.

27. 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.

28. INFRINGEMENTS: Vendor/Agency 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.

29. WARRANTIES: Vendor/Agency 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.

30. LIENS, CLAIMS, AND ENCUMBRANCES: Vendor/Agency warrants and represents that all the goods and materials delivered herein are free and clear of all liens, claims or encumbrances of any kind.

31. RISK OF LOSS: Regardless of FOB Point, Vendor/Agency 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/Agency from any obligation hereunder.

32. SAVE HARMLESS: Vendor/Agency 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.

FOR SERVICES PURCHASES:

33. SUBMITTAL CLARIFICATION: Vendors may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Vendor must respond to such requests within three business days or the timeframe set forth by SHA in its request for clarification. Vendors' failure to respond to such a request may result in rejection of its Submittal.

34. EVALUATION OF SUBMITTALS SHA reserves the right to award to the best responsible Vendor(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of SHA to accept. SHA may use a number of criteria for determining award. The final award decision will be based on the best interest of SHA.

35. INDEMNIFICATION: Vendor/Agency shall defend, indemnify and hold SHA, its agents, employees and commissioners harmless from and against any and all suits, claims, demand, losses, judgments, costs, including attorney fees, taxes, liabilities of any sort, and damages (including any damages arising out of bodily injury or death or property damage), caused by or arising out of (1) the sole negligence or willful misconduct of Vendor/Agency, its officers, employees, agents, or sub-consultants, (2) the concurrent negligence of Vendor/Agency, its officers, employees, agents, or sub-consultants but only to the extent of the negligence of Vendor/Agency, its officers, employees, agents, or sub-consultants; or (3) any breach or default in the terms of this agreement by Vendor/Agency or its officers, employees, agents, or sub-consultants.

36. OWNERSHIP: All records, reports, documents and other materials produced in connection with or provided to SHA under the terms of this Contract shall become the exclusive property of SHA, and shall not be reproduced by or used by the Vendor without the express written consent of SHA. Prior and other software, intellectual proprietary interests, including copyright, trademark, and trade secret, remain the property of the Vendor.

37. CONFIDENTIAL INFORMATION AND PROPRIETARY INFORMATION: During the term of this Contract, Vendor may grant to SHA a nonexclusive right to access certain proprietary materials of Vendor, including software, software-as-a-service, or other licensed IP (each owned by or licensed to Vendor), and similar items regularly used in Vendor's business operations ("Proprietary Materials"). In addition, SHA may have access to certain non-public information of Vendor, including, but not limited to, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, surveys and studies, and similar compilations regularly used in Vendor's business operations ("Confidential Information"). Confidential Information shall not include (i) any information which at the time of disclosure or discovery or thereafter is generally available to and known by the public or the relevant industry (other than as a result of a disclosure directly or indirectly by SHA), or (ii) any information which was available to SHA on a non-confidential basis from a source other than Vendor, provided that such source was not bound by an agreement prohibiting the transmission of such information, or (iii) any information independently developed or previously known without reference to any information provided by Vendor.

Except as required by law or otherwise in this Purchase Order, SHA shall not disseminate any Proprietary Materials or disclose any of Vendor's Confidential Information, directly or indirectly, during or after the term of this Contract. Except as required by law or otherwise in this Purchase Order, SHA shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All Proprietary Materials and Confidential Information shall remain the exclusive property of Vendor and shall be destroyed or returned to Vendor immediately upon termination of the Contract. Without limiting the foregoing, SHA specifically agrees that all software associated with the Contract are owned by or licensed to Vendor, and not SHA. Furthermore, SHA's access or use of such software shall not create any right, title interest, or copyright in such software, and SHA shall not retain such software beyond the termination of this Contract. Any signage, service mark, or trademark proprietary to Vendor shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of this Contract. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available under this Contract. This provision shall survive termination of this Purchase Order.

Except as required by law or otherwise in this Contract, the terms and conditions of this Purchase Order are confidential. SHA and Vendor represent and warrant to each other that each Party shall maintain the confidentiality of the terms and conditions of this Purchase Order other than as required by law, however, such restriction shall not prohibit either Party from disclosing the existence of the relationship, Term of this Contract, or the projected sales volume related to the terms of the Contract.

38. ROYALTIES AND PATENTS: The Vendor shall pay all royalties and license fees, if any. It shall defend all suits or claims for infringement of any patent rights and shall save SHA harmless from loss on account thereof; except that SHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Vendor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Vendor has reason to believe that any design, process or product specified is an infringement of a patent, the Vendor shall promptly notify the Project Manager. Failure to give such notice shall make the Vendor responsible for resultant loss.

39. STATUS OF VENDOR AND EMPLOYEES:

- (a) Non-Representation. Neither the Vendor, its subcontractor, subconsultants, employees, agents, or volunteers of all tiers, shall be deemed or represent themselves as employees of SHA or the grantor funding this project on account of the services performed in connection with this Contract.
- (b) Involvement of Former SHA Employees. The Vendor agrees to inform SHA of any former SHA employee who terminated SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who will be working on or subcontracting for any of the work. The Vendor further agrees that no work will be done by a former SHA employee who terminated their SHA employment in the last twelve (12) months prior to execution of any project specific contract, and who, in the course of official SHA duties, was involved in, participated in or acted on any matter related to this Contract.
- (c) No Conflict of Interest. The Vendor confirms that the Vendor does not have a business interest or a close family relationship with any SHA employee who was, is, or will be involved in the Vendor selection, negotiation, drafting, signing, administration, or evaluating the Vendor's performance. As used in this section, the term "Vendor" shall include any employee of the Vendor who was, is, or will be involved in the negotiation, drafting, signing, administration, or performance of the Contract. As used in this section, the term "close family relationship" refers to the following: spouse or domestic partner; any dependent parent, parent-in-law, child, son-in-law, or daughter-in-law; or any parent, parent-in-law, sibling, uncle, aunt, cousin, niece or nephew residing in the household of an SHA employee described above.

The Vendor hereby acknowledges the requirements of RCW 42.23.030, which prohibits anyone in the Vendor's organization who has an official relationship with SHA, to receive compensation in excess of \$1,500 per month from this Contract.

40. WAIVER OF WORKERS' COMPENSATION IMMUNITY: Solely for the purpose of effectuating Vendor/Agency's indemnification obligations under this order, and not for the benefit of any third parties (including but not limited to employees of Vendor/Agency), Vendor/Agency specifically and expressly waives any immunity that may be granted it under the Washington State Industrial Insurance Act, Title 51 RCW. Furthermore, the indemnification obligations under this order shall not be limited in any way by any applicable limitation on the amount or type of damages, compensation or benefits payable to or for any third party under worker compensation acts, disability benefit acts or other employee benefit acts now or hereafter in effect in the State of Washington. The parties acknowledge that the foregoing provisions of this paragraph have been specifically and mutually negotiated between the parties.

41. INSURANCE:

A. General Requirements:

1. Prior to undertaking any work under this order and for the duration of this order, Vendor/Agency shall procure and continuously maintain at its own expense, insurance coverage as specified below, covering performance of the work under this order by Vendor/Agency and its agents, representatives, employees and/or subcontractors if applicable.
2. Vendor/Agency's insurance shall be primary and non-contributory as respects any insurance or self-insurance maintained by SHA, and shall include a severability of interests clause.
3. Failure of Vendor/Agency to fully comply with the insurance requirements of this order will be considered a material breach of order and, at the option of SHA, will be cause for such action as may be available to SHA under other provisions of this order or otherwise in law, including immediate termination of the order.
4. SHA reserves the right to waive any of the insurance requirements of this order at its sole discretion.
5. Coverage shall be placed with financially sound and responsible companies acceptable to SHA which are authorized to do business in the State of Washington.

B. Required Insurance Coverage: The following types and amounts of insurance coverage must be maintained by Vendor/Agency. Vendor/Agency must provide acceptable evidence of such coverage prior to beginning work under this order.

Commercial General Liability Insurance. A policy of Commercial General Liability insurance including bodily injury, property damage, and products/completed operations, written on an industry standard form (GC 0001 or equivalent) occurrence form, with limits of at least \$1,000,000 each occurrence, and \$2,000,000 in the aggregate.

Coverage shall extend to cover the use of all mobile equipment on the site or sites of the work of this order. In the event that the services to be provided under this order involve Vendor/Agency's unsupervised access to by minor children, and/or elderly, disabled or vulnerable adults as defined in RCW 74.34.020, Vendor/Agency may be asked to provide evidence that sexual misconduct coverage has not been excluded from the policy. Acceptable evidence of sexual misconduct coverage is subject to approval by SHA's Risk Manager.

Employers Liability or Washington Stop Gap Liability. A policy of Employers Liability or a Washington Stop Gap Liability insurance endorsement with limits of at least \$1,000,000 each accident/occupational disease.

Commercial Business Auto Coverage. A policy of Commercial Business Auto Coverage, including coverage for owned, non-owned, leased or hired vehicles written on an insurance industry standard form (CA 00 01) or equivalent, with limits of at least \$1,000,000 per accident.

Workers Compensation. Vendor/Agency shall provide coverage in accordance with the provisions of Title 51 of the Revised Code of Washington (RCW).

C. Proof of Insurance and Insurance Expiration: The Vendor/Agency shall furnish certificates of insurance (and policy endorsements if needed) as evidence of compliance with the insurance requirements of the order.

1. The Seattle Housing Authority, and any limited liability partnership for which SHA serves as managing agent, shall be named as an Additional Insureds on all liability policies of the Vendor/Agency.
2. SHA reserves the right to request complete copies of all required insurance policies at any time during the term of the order.
3. If subcontractors will perform work under this order, Vendor/Agency shall

- a) include all subcontractors at any tier as insureds, and ensure that the Vendor/Agency's coverage of subcontractors under the Vendor/Agency's policies is not excluded by any policy provision or endorsement, or alternatively,
 - b)
 - i. Obtain from each subcontractor not insured under the Vendor/Agency's policy or policies of insurance, evidence of insurance meeting all the requirements of this order, and
 - ii. Maintain such evidence on file for a period of one year after the completion of this order and, upon request, submit such evidence to SHA for examination.
4. The Vendor/Agency's insurance shall not be reduced or canceled without forty-five (45) days prior written notice to SHA.

42. CRIMINAL BACKGROUND INVESTIGATION: The Vendor/Agency shall conduct a criminal background investigation of all employees, volunteers, subcontractors and sub-consultants performing any work who may reasonably be expected to have direct or incidental contact with SHA residents, SHA staff members, or vulnerable population. In addition, a criminal background investigation shall be performed for any person performing work under this Contract who needs special entry into SHA buildings, is given temporary use of an SHA building-access card or who collects payments of any kind. The criminal background investigation shall include, but not necessarily be limited to, a Washington State Patrol background report or if the employee, volunteer, subcontractor or subconsultant resides in a state other than Washington, the background report should be obtained from the state patrol office where the employee, subcontractor or subconsultant has resided for the last 3 years. In the event a background check provides evidence of a felony conviction within the past seven years, the results of that investigation shall be disclosed to the SHA Project Manager. If any person performing work under this Contract is charged with a felony, the Vendor/Agency agrees to remove that person from performing any further work on the project unless and until SHA agrees in writing to allow the person to continue.

43. DISPUTES: Any disputes or misunderstandings that may arise under this order concerning the Vendor/Agency's performance shall first be resolved through amicable negotiations, if possible, between the Vendor/Agency's Project Manager and SHA's Project Manager indicated in Attachment A-1, or if necessary, shall be referred to SHA's Executive Director and the Vendor/Agency's senior executive(s). If such parties do not agree upon a decision within a reasonable period of time, the parties may pursue other legal means to resolve such disputes, including but not limited to, alternate dispute resolution processes.

This order shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

44. NOTICE REQUIREMENTS: Any and all notices required under this order (each, a "Notice") shall be in writing to the addresses specified in Attachment A-1 to this order or to such subsequent respective addresses as either party may hereafter designate in writing and shall be deemed delivered as follows:

- (a) Three (3) Business Days after being posted by certified or registered mail to the other party's contact person;
- (b) One (1) Business Day after being sent by recognized national overnight courier service to the other party's contact person;
- (c) On the same Day when delivered in person to the other party's contact person;
- (d) On the same Day when sent by email to the contact person at the designated email address of the party with confirmed receipt, provided the email is sent on a Business Day and prior to 3:00 pm on that Business Day, and otherwise, the Notice shall be deemed delivered one (1) Business Day after being sent by e-mail with confirmed receipt; or

45. EXECUTION AND ACCEPTANCE: This order may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The Vendor/Agency does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in this.

Contact Information for the Seattle Housing Authority

Mailing Address:
PO Box 79015
Seattle, WA 98119

Street Address:
101 Elliott Avenue W,
Suite 100
Seattle, WA 98119

Telephone:
(206) 615-3381

**Seattle Housing Authority
General Terms and Conditions for Purchase Orders**