

**RENTON TECHNICAL COLLEGE  
STANDARD TERMS & CONDITIONS – PURCHASE ORDER CONTRACTS**

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND THE WASHINGTON STATE AND FEDERAL LAWS WHICH ARE HEREBY INCORPORATED BY REFERENCE.

- 1) **CHANGES:** No alteration of any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without the written or oral consent of the College's Authorized Agent.
- 2) **HANDLING:** No charges will be allowed for handling which includes, but is 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 or oral approval thereto from the College's Authorized Agent. 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. The acceptance of the College 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, 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. Under chapter 39.76 RCW, if College fails to make timely payment, vendor may invoice for a minimum of one dollar or one percent per month on the amount overdue. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified, within thirty days. Normally, payments to vendors will be remitted by mail. The College shall not honor drafts, nor accept goods on a sight draft basis.
- 5) **SHIPPING INSTRUCTIONS:** Unless otherwise specified, all goods are to be shipped prepaid, FOB 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 the cheapest common carrier and to bill to the College 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 payment for shipping has been made. It is also agreed that the College reserves the right to refuse COD shipments.
- 6) **REJECTION:** All goods or materials purchased herein are subject to approval by the College. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the College 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 purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order, indicating the contents therein.
- 8) **INFRINGEMENTS:** Vendor agrees to protect and save harmless the College 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.
- 9) **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 waived by a waiver by the College of a breach thereof as to any particular transaction or occurrence.
- 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 provision or monies due under this contract shall only be assignable with prior written consent of the College's Authorized Agent.
- 12) **TAXES:** Unless otherwise indicated, the College agrees to pay all State of Washington sales or use tax. No charge by the Vendor shall be made for federal excise taxes, and the College agrees to furnish Vendor, upon acceptance of articles stipulated under this order, with an exemption certificate.
- 13) **LIENS, CLAIMS AND ENCUMBRANCES:** Vendor warrants and represents that all 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 College 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 the 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 College reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the College resulting from Vendor's breach of contract.
- 18) **FEDERAL AWARD PURCHASES:** For purchases identified as funded by a federal grant, the College complies with Procurement Standards as defined in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", Subpart D, Sections 200.318 - 200.326. **Such purchases shall be governed by applicable provisions of Appendix II to Part 200, available here: [https://www.ecfr.gov/cgi-bin/text-idx?SID=920388831f61f6a881c9ae0051687924&mc=true&node=ap2.1.200\\_1521.ii&rqn=div9](https://www.ecfr.gov/cgi-bin/text-idx?SID=920388831f61f6a881c9ae0051687924&mc=true&node=ap2.1.200_1521.ii&rqn=div9).**
- 19) **NONDISCRIMINATION AND AFFIRMATIVE ACTION:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age 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; 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 State 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.
- 20) **ANTI-TRUST:** Vendor and the College recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact borne by the College. Therefore, Vendor hereby assigns to the College any and all claims for such overcharges.
- 21) **DEFAULT:** The Vendor covenants and agrees that in the event suit is instituted by the College 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 College all costs, expenses expended or incurred by the College 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 King County.
- 22) **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 HEREBY REJECTED, UNLESS OTHERWISE PROVIDED IN WRITING BY THE COLLEGE'S AUTHORIZED AGENT.