

TERMS AND CONDITIONS APPLICABLE TO AWARD

INDEMNITY/HOLD HARMLESS: To the fullest extent permitted by law, the undersigned contractor agrees to indemnify and hold the Salem-Keizer School District 24J, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses, and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the contractor's organization which may arise during the course of this agreement. Also, the Salem-Keizer School District 24J agrees to indemnify and hold the contractor, its employees, agents, representatives, volunteers, and others harmless for any incidents, accidents, losses, expenses and/or liabilities for which negligence can be attributed directly or indirectly in whole or in part to the District during the course of this agreement.

PAYMENT FOR SERVICES: The contractor must submit an invoice to Salem-Keizer Public Schools, Disbursements, 3630 State Street, Salem, Oregon 97301. All invoices must reference the District purchase order issued to the contractor. All materials furnished must be accepted by the District before payment will be approved. Payments will usually be made within 30 days of completion of service or delivery, or receipt of invoice, whichever is later.

NON-ASSIGNABILITY: The successful bidder shall not assign any portion of the Contract. The successful bidder may not confer an assignment on any third person by any other means without prior written consent of the District. This provision shall apply to all transfers by operation of law, and transfers to and by trustees in bankruptcy, receivers, personal representatives, and legatees.

TERMINATION FOR DEFAULT OF CONTRACTOR: Time and the strict and literal performance on the part of the contractor of every term and condition of the contract as specified in the contract documents are of the essence. Upon the willful failure or refusal on the part of the contractor to perform on such term or condition, the District at its election, without prejudice to any other right or remedy, may cause the same to be performed by others, and any additional cost on account thereof shall be reimbursed forthwith by the contractor.

TERMINATION OF CONTRACT FOR CAUSE: If, the Contractor fails to fulfill in timely and proper manner his obligations under this contract or if the Contractor violates any of the covenants, agreements, or stipulations of the contract, the District shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of the contract by the Contractor, and the District may withhold any payments to the Contractor until such time as the exact amount of damages due the District from the Contractor is determined.

In addition the District may terminate this agreement, in whole or in part, for its convenience by giving vendor sixty (60) days written notice of intent to terminate.

DEPARTURES FROM TERMS OF CONTRACT: No direction or approval given by the District or any representative of the District which deviates in any respect from the specifications or other contract documents shall be valid or recognized unless and until the same is reduced to writing and issued in the form of a written order over the signature of an authorized representative of the District so as to become a contract document as herein before defined.

INSPECTION: All articles supplied shall be subject to inspection and rejection by the purchaser or any department official charged with such duty.

CHANGES IN SPECIFICATIONS AND QUANTITIES: The District reserves the right to make such changes or corrections in specifications or quantities as it may deem necessary or desirable prior to the bid opening. Bidders will be notified of such changes in writing mailed to the address on file in the District Purchasing Department. The District will not be responsible for the failure of bidders to receive notice of changes as stated. All proposals, when opened, will be understood to be based on the changed or corrected specifications or quantities and all bidders will be bound thereby.

Prices quoted must be firm except as otherwise specified in this bid. Any vendor's bid requiring receipt of initial order in less than sixty (60) days will be unacceptable unless otherwise specified by the Purchaser herein.

DELIVERY AND COMPLETION: Unless otherwise specified herein, goods ordered or services contracted in response to bids must be delivered or completed within 45 days after receipt of order. Vendors not completing contracts within the period specified shall be considered in breach of contract, and the District shall be entitled to just legal and financial remedies.

PURCHASE ORDER CONTRACTS: Purchase order contracts, when issued, will be subject to all terms and conditions of these specifications and the laws of the State of Oregon. Time of delivery is of the essence. No exception to delivery dates shall be allowed without written approval from the Purchasing Department. All goods or materials purchased are subject to the approval of the District. Any rejections of goods or materials, whether held by the District or returned will be at the vendor's risk and expense.

All invoices, packing lists, packages, shipping notices, and any other written document affecting the contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to the contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.

In the event of a breach by the vendor of any of the provisions of the contract including delivery, the District reserves the right to cancel and terminate the contract forthwith upon giving oral or written notice to the vendor.

Vendor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the specified warranty period and to be responsible for ALL transportation costs for return thereof to the vendor and when repaired or replaced the return thereof to the District.

AFFIRMATIVE EMPLOYMENT PRACTICES: Bidders certify conformance to the applicable Federal Acts, Executive Orders and Oregon Statutes and Administrative Rules concerning Affirmative Action toward equal employment opportunities. Furthermore, bidders agree to include a similar Affirmative Action Provision in every sub-contract negotiated pursuant to their contracts with the District.

All information and reports required by Federal or state agencies, having responsibility for enforcement of such laws, shall be supplied to the District upon request for the purpose of investigation to ascertain compliance with such acts, regulations and orders. In the event of the

determination of non-compliance with the Affirmative Action Provision, the District may cancel, terminate or suspend the contract in whole or in part, and declare the contractor ineligible for further District contracts; or take such other action as it deems appropriate to bring about compliance.