

Contract No                     

This is not an order

This Contract sets forth all the covenants, conditions, and promises between the following parties:

<p><span style="background-color: yellow;">[Supplier/Company Name]</span></p> <p><span style="background-color: yellow;">[Address]</span></p>	<p>Beaverton School District 16550 SW Merlo Road Beaverton, Oregon 97003</p> <p>Attn: Business Services Purchasing</p>
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**STATEMENT OF WORK:**                     

**SUPERSEDING EFFECT.**

There are no covenants, promises, Contracts, conditions or understandings between the Parties, either oral or written, other than those contained in this Contract. This Contract and all exhibits and attachments hereto together constitute the entire Contract between the Parties (listed in order of precedence): (1) Amendments to This Contract; (2) This Contract; (3) Exhibit A - Terms and Conditions; (4) Exhibit B ) District Solicitation, including issued Addenda, Specifications and Drawings (if any);and (5) Supplier Offer/Response.

Any Supplier Response (bid/proposal) attached to this Contract is incorporated solely for: (i) any statement of fees and schedule that is consistent with the entire Contract as defined above; and (ii) any statement of Supplier’s and its sub-Suppliers’ scope of services that is consistent with the remainder of this Contract or that provides basic services in addition to those stated in this Contract. No other provisions of any proposal are part of this Contract, including without limitation any purported limitation on liability. To the extent that a proposal term otherwise conflicts with the terms of this Contract or is not included in this Contract, such proposed terms are void and are expressly and wholly subject to the terms of this Contract. In the event of overlap or inconsistency between the provisions of such proposals and the other terms of this Contract, the provision that provides a better quality or quantity of service to the District shall control.

**CONSIDERATION:**

Contractor shall perform/deliver the Work required, on an as needed basis, in consideration for which the District agrees to pay for the Work in a manner further described in the contract and pursuant to the proposal pricing. Individual Purchase Order are required prior to any change in price or added products will be issued by the District on a requirements basis. The District is not required to make any purchases under this Contract.

**CONTRACT PERIOD.**

The contract period shall be upon contract execution through                     .

**RENEWAL OPTION:**

The contract may be renewed upon mutual Contract of the Parties for four (4) additional one (1) year periods.

In consideration of the mutual covenants, stipulations and agreements, the Parties hereto do agree and acknowledge that they have read and understand this Contract and agree to be bound by its terms and conditions:

<p><b>Beaverton School District</b></p> <hr/> <p>District Representative <span style="float: right;">Date</span></p> <hr/> <p>Cost Center Authority <span style="float: right;">Date</span></p> <hr/> <p>Business Services Purchasing <span style="float: right;">Date</span></p> <hr/> <p><b>Not a valid Contract until all signatories are complete</b></p>	<p><b>Contractor/Company Name</b></p> <hr/> <p>(typed or printed name of officer)</p> <hr/> <p>Signature <span style="float: right;">Date</span></p> <hr/> <p>Title: _____</p> <hr/> <p>Phone/Fax: _____</p> <hr/> <p>Email: _____</p> <hr/> <p>CCB Number</p>
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This contract is pursuant to Oregon Revised Statutes (ORS 279 A, B and C) and Beaverton School District Public Contracting Rules.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

All applicable portions of the Oregon Revised Statutes shall govern contracts with the District.

**1. Acceptance.** This Purchase Order (Order or Contract) is the District's offer to purchase the goods and/or services described on the Purchase Order from the Supplier. The District's placement of this Order is expressly conditioned upon Supplier's acceptance of all these terms and conditions.

**2. Assignment.** Supplier must not subcontract, assign, or transfer any of its interest in this Contract without the District's prior written consent.

**3. Cancellation.** The District reserves the right to cancel all or any part of the undelivered portion of this order if Supplier does not make deliveries as specified, time being of the essence of this Contract, or if Supplier breaches any of the terms hereof including, without limitation, the warranties of Supplier.

**4. Changes.** No agreement or understanding to modify this contract shall be binding upon the District unless in writing and signed by the District's authorized agent. All specifications, drawings, and data submitted by the Supplier are hereby incorporated and made a part of the Order.

**5. Compliance with Laws.** Supplier certifies that in performing this Contract they will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders. Supplier expressly agrees to comply with: (i) Title VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended, and ORS 659.425; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) ORS Chapter 659, as amended; (viii) all regulations administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products, if applicable. All laws, regulations and executive orders applicable to the Contract are incorporated by reference where so required by law.

**6. Confidential information.** Supplier acknowledges that it or its employees, sub-contractors, or agents may, in the course of performing their responsibilities under this Contract, be exposed to or acquire information that is the confidential information of District or District's clients. Any and all information provided by District and marked confidential, or identified as confidential in a separate writing, that becomes available to Supplier or its employees, sub-contractors, or agents in the performance of this Contract shall be deemed to be confidential information of District ("Confidential Information"). Supplier agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Supplier uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to the District under this Contract, and that upon termination of this Contract or at the District's request, Supplier will turn over to the District all documents, papers, and other matter in Supplier's possession that embody Confidential Information.

**7. Consideration.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order and/or accomplishment of the work for the total sum listed on the Purchase Order. The Purchase Order number above must be included on all invoices and correspondence relating to this Contract.

**8. Delivery.** All prices must be FOB destination, freight prepaid. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, the District reserves the right to cancel or purchase elsewhere and hold Supplier accountable. If delivery dates cannot be met, Supplier agrees to advise the District, in writing of the earliest possible shipping date for acceptance or rejection by the District.

**9. Extra Charges.** No additional charges of any kind, including charges for boxing, packing, cartage, late fees or other extras will be allowed unless specifically agreed to in writing by the District.

**10. FERPA.** Supplier agrees to comply with both FERPA and corresponding Oregon law respecting student education records. Personally identifiable information obtained from the District by the Supplier in the performance of their services: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.31, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians and (ii) will be used only to fulfill the Supplier's responsibilities under this Agreement.

**11. Force Majeure.** Neither the District nor Supplier shall be held responsible for delay or default caused by any contingency beyond their control, including, but not limited to war or insurrection, strikes or lockouts by the parties' own employees, walkouts by the parties' own employees, fires, natural calamities, riots, or demands or requirements of governmental agencies other than the District.

**12. Governing Law/Venue.** The laws of the State of Oregon shall govern this Contract. Any action or suit commenced in connection with this Contract shall be in the Circuit Court of Washington District or the Federal District Court for Oregon. The prevailing party shall be entitled to reasonable attorney fees and costs as awarded by the Court, including any appeal. All rights and remedies of District and Consultant shall be cumulative and may be exercised successively or concurrently.

**13. Inspection.** Goods and materials must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of delivery, the goods shall be returned at no cost to the District. The District reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**14. Indemnification and Hold Harmless.** Except for claims arising out of acts caused by the sole negligence of the District, its Administrators or employees, the Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from acts or omissions of any nature whatsoever of the Supplier, its agents, servants and employees, causing injury to, or death of person(s) or damage to property during the term of this contract, and from any expense incident to the defense of the District therefrom. The Supplier agrees to indemnify and hold harmless the District and its board members, administrators, teachers, employees and agents, from and to defend it against, any and all claims arising from the purchase, installation, and/or use of the equipment, articles and/or materials which are the subject of this Contract.

## EXHIBIT A - BEAVERTON SCHOOL DISTRICT PURCHASE ORDER GENERAL TERMS AND CONDITIONS

**15. Independent Contractor.** The services provided under this Contract are those of an independent contractor. Supplier is not an officer, employee or agent of the District. Although the District reserves the right (i) to determine (and modify) the delivery schedule for the Work to be performed and (ii) to evaluate the quality of the completed performance, the District cannot and will not control the means or manner of Supplier's performance.

**16. Insurance.** Supplier must purchase and maintain:

- WORKER'S COMPENSATION as required by law.
- EMPLOYER'S LIABILITY in the minimum amount of \$500,000 when the Supplier has one (1) or more employees performing services under the contract.
- COMPREHENSIVE AUTOMOBILE LIABILITY including owned, non-owned and hired vehicles: \$1,000,000 Combined Single Limit Bodily Injury and Property Damage any one occurrence and in the aggregate. May be waived if Supplier has no vehicle while providing work under the contract.
- COMPREHENSIVE GENERAL LIABILITY to include premises operations, independent Suppliers, products/completed operations, and blanket contractual: \$1,000,000 Combined Single Limit Bodily Injury, Property Damage, and personal injury any one occurrence and in the aggregate. May be waived only by the District Risk Management Department.
- CERTIFICATES OF INSURANCE. The District, its employees, officials, and agents must be named as an Additional Insured on general liability and automobile policies and must be provided a copy of the additional insured endorsement. Such insurance must be primary. Certificates of Insurance must be issued, prior to the commencement of the contract, to Risk@beaverton.k12.or.us or Beaverton School District, Attn: Risk Department, 16550 SW Merlo Rd, Beaverton, OR 97003. The Supplier agrees to pay for the insurance specified and agrees to provide the District with a 30 days' notice of cancellation if non-renewal occurs during the contract period. Insurance companies must have an A rating.
- The District reserves the right to require additional insurance which will be delineated in an attachment to this agreement.

**17. Invoicing and Payment.** Supplier must furnish all goods, materials, and services necessary for fulfillment of the order for the total sum listed on the Purchase Order. All invoices shall be addressed to Accounts Payable as indicated on the front of this Purchase Order and must include Supplier's name and phone number, and clearly list quantities, item descriptions, and units of measure. Payment will be made within thirty (30) days after acceptance of a proper invoice. Invoice(s) must be submitted not later than the last day of the fiscal year in which the order was placed (June 30).

**18. Material Safety Data Sheets (MSDS).** Proper MSDS, in compliance with OSHA's Hazard Communication Standard, must be provided by the Supplier to the District at the time of delivery.

**19. Patents and Copyrights.** If an article sold and delivered to the District shall be protected by any applicable patent or copyright, the Supplier agrees to indemnify and save harmless the District, from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the District in violation or right under such patent or copyright.

**20. Risk of Loss.** Regardless of FOB point, Supplier agrees to bear all risk of loss, injury or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the District. No such loss, injury or destruction shall release Supplier from any obligations.

**21. Severability.** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions must be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

**22. Waiver.** No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and not custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

**23. Warranty.** The Supplier warrants to the District that all goods and services furnished will; conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated; and, be free from defects in materials, design and workmanship. In addition, Supplier warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

**24. Suspension of Services.** The District may suspend Supplier's right/obligation to provide goods/services without prior notice to the Supplier, and at the sole discretion of District, in the event of a declared or de-facto condition which makes continued provision of the goods/services to be not in the best interests of the District. The District will not be obligated to pay for goods/services not provided.

**25. Public Health Requirements.** The Supplier shall comply with any federal, state, county, District, and/or other public health authorities' rules, requirements, procedures, and guidelines that are in effect during the term of the Contract. This requirement shall survive the Contract to the extent applicable.

\*District Public Contracting Rules can be found on the following [website:](https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx)  
<https://www.beaverton.k12.or.us/depts/business/purchasing/Pages/default.aspx>

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