

## Buyer's Addendum

### Standard terms and conditions as required by the Fairbanks North Star Borough School District

1. **SUPERSEDING EFFECT:** This Contract, with Addendum, supersedes all prior oral or written agreements, if any, between the parties, and constitutes the entire agreement between the parties. This Contract may be amended or modified in writing as mutually agreed upon by Contractor and Buyer. If there is a conflict between the Buyer's terms and the Contractor's terms, the Buyer's terms shall prevail.
2. **GENERAL RELATIONSHIP:** In all matters relating to this Contract, the Contractor shall be acting as an independent contractor. The Contractor shall assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if any, in the performance of this Contract. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the Buyer and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of the Buyer.
3. **ASSIGNMENT:** This Contract is for services and shall not be subcontracted, transferred, or assigned by the Contractor without prior written consent of the Buyer.
4. **CONFIDENTIAL MATTERS:** The Contractor shall keep in strictest confidence all information relating to this Contract which may be acquired in connection with or as a result of this Contract. During the term of this Contract and at any time thereafter, without the prior written consent of the Buyer, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated as Buyer proprietary or which from the surrounding circumstances in good conscience ought to be treated as Buyer documents and all copies thereof to the Buyer and such shall remain the property of the Buyer.
5. **DEBARMENT:** By signing this Contract, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the contract by any governmental department or agency. This certification represents a recurring certification made at the time any order is placed under this Service Contract.
6. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the FNSB School District, its Board, officers, and employees from and against any and all loss, expense, damage, claim, demand, judgment, fine, charge, lien, liability, action, cause of action, or proceedings of any kind whatsoever (whether arising on account of damage to or loss of property, or personal injury, emotional distress, or death) arising directly or indirectly in connection with the performance or activities of the Contractor, whether the same arises before or after completion of the Contractor's operations or expiration of this Contract, except for damage, loss, or injury resulting from the FNSB School District's gross negligence or willful misconduct.
7. **INSURANCE:** Before services commence, and during the term of the contract, the Contractor shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated "Excellent" or "Superior" by A. M. Best Company or as specifically approved by Risk Management.  
Commercial General Liability Coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence. The Fairbanks North Star Borough & School District must be listed as an additional insured in the contractor's General Commercial Liability policy, if such coverage is required.  
Automobile Liability Coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.  
Workers' Compensation Coverage including Employer's Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee. Contractor's Workers' Comp. policy shall contain a waiver of subrogation in favor of the FNSB School District.

The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.

8. **NON-DISCRIMINATION:** **The Fairbanks North Star Borough School District and all covered subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 29 CFR Part 741, Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**  
The Contractor shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto, and the Equal Employment Opportunity Act and all amendments thereto, the FNSB School Board Policy, article 441, and all regulations issued thereunder by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.
9. **SAFETY AND SECURITY REGULATIONS:** Student safety is of the utmost importance to the District. When reporting to a school, all representatives of the Contractor are required to make their presence known by reporting to a School's Principal's Office upon arrival and departure. The Contractor shall comply with all Federal and State Laws, Municipal Codes and Ordinances, and all Buyer's safety and security policies, guidelines, and regulations. If the Contractor renders services at the Buyer's facility, Contractor shall not remove any Buyer proprietary information therefrom. Contractors who will be performing services near children outside the sight and sound of a FNSB School District employee are required to adhere to the rules and regulations set forth in the FNSB School District Volunteer Packet.
10. **TERMINATION:** Funds for payment by the School District under this contract are subject to the availability of annual appropriations for this purpose by the state legislature and the Fairbanks North Star Borough Assembly. In the event of non-appropriation of funds by the above governing bodies for the services provided under the contract, or due to a facility closure, or denial or reduction of funding committed by Universal Service Administrative Co. (USAC), or other circumstances beyond the control of the District, the School District may terminate or modify the contract without penalty or other liability. Termination for non-appropriation shall occur on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, the District will provide thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the School District shall not be obligated under this contract beyond the date of termination.
11. **WARRANTY:** Notwithstanding inspection and acceptance by the Buyer, the Contractor warrants that all services performed under this Contract shall conform to the Statement of Work. The Buyer shall give written notice of any such defect or nonconformance to the Contractor within thirty (30) days after the date of acceptance by Buyer. Such notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming service, or (2) that the Buyer does not require correction or re-performance. If the Contractor is required to correct or re-perform, it shall be at no cost to the Buyer, and any services corrected or re-performed by the Contractor pursuant to this clause shall be subject to all provisions of this contract. If the Contractor fails or refuses to correct or re-perform, the Buyer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred to the Buyer thereby or obtain an equitable adjustment in the contract price. If the Buyer does not require correction or re-performance, the Buyer may make an equitable adjustment to the price. Except as otherwise provided herein, the Contractor warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The District requires that Contractors honor all guarantees and warranties offered by the manufacturer. The Buyer's failure to insist upon strict compliance shall not be deemed to be a waiver of any right, and waiver of a right under this Order shall not constitute a waiver of any other right or waiver of any other default under this Order.