HOOD RIVER COUNTY SCHOOL DISTRICT'S GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF SUPPLIES AND/OR SERVICES

THE FOLLOWING GENERAL TERMS AND CONDITIONS SHALL APPLY TO ALL PURCHASES BY OR ON BEHALF OF THE DISTRICT UNLESS SPECIFICALLY PROVIDED OTHERWISE ON THE FRONT OF THIS PURCHASE ORDER:

Revised 12.31.25

1. DEFINITIONS:

"Contract" means the entire written agreement between the parties including, but not limited to: the Request for Quotation; the Invitation to Bid or Request for Proposal and its specifications, terms and conditions, solicitation instructions, solicitation addenda and contract amendments, if any; the purchase order or price agreement document and its insurance and supplementary contract conditions.

"Contractor" means a person or organization with which the District has contracted for the purchase of goods and/or services; the terms "Contractor" and "Seller" as used in the Uniform Commercial Code (ORS chapter 72) are synonymous; "ORS" means the Oregon Revised Statutes.

"District" means Hood River County School District

2. STANDARD AND SUPPLEMENTARY CONTRACT TERMS AND CONDITIONS:

The terms and conditions contained herein are standard to District contracts for the purchase of goods and/or services. There may also be special terms and conditions in an Invitation to Bid or Request for Proposal which apply only to this contract.

3. TAX EXEMPTION:

Hood River County School District's "Registration for Tax-Free Transactions Under Chapter 32 of the Internal Revenue Code" is ID #93-6000502. The state of Oregon does not have a general sales or use/transaction tax and thus no exemption certificate is provided.

4. ACCEPTANCE OF CONTRACT:

This order is the District's offer to purchase the goods and/or services described on the reverse side from the Contractor. the District's placement of this order is expressly conditioned upon Contractor's acceptance of all the terms and conditions of purchase contained on or attached to this purchase order.

5. HOLD HARMLESS:

The Contractor shall indemnify, defend, and hold harmless the District's officers, agents, and employees from any claims, actions, liability or cost, including attorneys' fees and/or cost of defense arising out of or in any way relating to the work performed under this agreement, and arising from the sole or joint negligence of the Contractor.

6. BREACH OF CONTRACT:

In the event of a breach by the Contractor of any of the provisions of this Contract, the District reserves the right to cancel and terminate this Contract forthwith upon giving oral or written notice to the Contractor. Contractor shall be liable for any and all damages suffered by the District as a result of Contractor's breach of contract including, but not limited to, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170; in the event of repeated breach of public and/or private contracts, Contractor shall be subject to disqualification on District contracts, as provided in ORS Public Contracting Code (279A, 279B, and 279C, and OAR as applicable).

7. TERMINATION:

This contract may be terminated by mutual consent of both parties or by the District at its discretion. the District may cancel an order for goods and/or services at any time with written notice to Contractor, stating the extent and effective date of termination. Upon receipt of this written notice, Contractor shall stop performance under this Contract as directed by the District. If this Contract is so terminated, Contractor shall be paid in accordance with the terms of the Contract for goods and/or services delivered and accepted if Contractor's damages arising out of return of the goods cannot be mitigated by the resale as provided in the Uniform Commercial Code (ORS 72.7060).

8. AMENDMENTS:

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 to the Contractor with this order are hereby incorporated and made a part hereof. No alternation in any of the terms and conditions will be effective without the prior written consent of the District's Purchasing Department.

9. UNIFORM COMMERCIAL CODE:

All applicable portions of the Uniform Commercial Code-Sales (Oregon Revised Statute 72 et al), shall govern contracts with the District.

10. DELIVERY:

All goods are to be priced and shipped *"prepaid, F.O.B. destination"* (Contractor pays freight charges, Contractor bears freight charges, Contractor owns goods in transit, Contractor files any claims), unless otherwise specified. Where specific authorization is granted to ship goods F.O.B. shipping point, Contractor agrees to prepay all shipping charges, route cheapest common carrier, insure goods for the entire value of replacement cost, and to bill the District as a separate item on the invoice for said charges. Each invoice for shipping shall include the original or a copy of the bill indicating that the payment for shipping has been made.

TIME IS OF THE ESSENCE in this contract. If completed deliveries are not made at the time agreed in the Purchase Order, the District reserves the right to cancel the Purchase Order and/or purchase elsewhere and hold Contractor responsible for damages. If delivery dates cannot be met, Contractor agrees to advise the District, in writing, of the earliest possible shipping date for acceptance by the District. Contractor assumes responsibility of delay notwithstanding the cause.

11. RISK OF LOSS:

Regardless of F.O.B. point, Contractor 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 Contractor from any obligations hereunder.

12. 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. If Contractor is unable or

refuses to cure any defects within a time deemed reasonable by the District, the District may reject the goods and cancel the contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the District's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

PATENTS, COPYRIGHTS, TRADEMARKS, OR FRANCHISE INFRINGEMENTS:

If an article sold and delivered to the District hereunder shall be protected by any applicable patent, copyright, trademark, or franchise the Contractor 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.

13. NON-WAIVER OF RIGHTS:

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 no 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.

14. SEVERABILITY:

If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with the law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held invalid.

15. MATERIAL SAFETY DATA SHEETS:

Proper Material Safety Data Sheets, in compliance with Occupational Safety and Health Administration's (OSHA's) Hazard Communication Standard, must be provided by the Contractor to the District at the time of purchase.

16. COMPLIANCE WITH LAWS:

The Contractor certifies that in performing this contract it will comply with all applicable provisions of the federal, state and local laws, regulations, rules, orders, codes, and ordinances applicable to the provision of goods and/or services under this Contract, including, without limitation, the provisions of ORS 279C.505, 279C.515, and 279B.235, as set forth below and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No. 101- 336), ORS 659.800 et al, and all amendments of regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

17. PAYMENTS REQUIRED BY ORS 279B.220, 279C.230, 297C.505, and 279C530:

For all goods and/or services provided under this Contract, Contractor shall: (1) pay promptly, as due, all persons supplying labor and/or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof; (iv) pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; (v) promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services; and (vi) provide and maintain workers' compensation coverage for its employees, officers, agents or partners, or for any subject worker and all subject employers working under the contract are either employers that will comply with ORS 656.017 or are employers that are exempt under ORS 656.126.

18. CONDITION FOR LAWN AND LANDSCAPE MAINTENANCE CONTRACT AS REQUIRED BY ORS 279B.225:

Contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

19. DISTRICT PAYMENT OF CONTRACTOR CLAIMS AS REQUIRED BY ORS 279C.515:

If Contractor fails, neglects, or refuses to pay promptly as due, any claim for labor or services furnished to the Contractor or any subcontractor by any person in connection with the goods provided under this contract, the District may pay such claim and charge the amount of the payment against funds due or to become due the Contractor under this contract. The payment of a claim by the District pursuant to ORS 279C.515 shall not relieve the Contractor or its surety, if any, from obligation with respect to any unpaid claims.

20. HOURS OF LABOR:

When applicable, no person shall be employed by the Contractor for more than eight hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of eight hours a day and for work performed on Saturday and on any legal holiday specified in ORS 279B.020 and 279C.540.

21. SAFETY AND HEALTH REQUIREMENTS:

Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division.

22. AWARD TO FOREIGN CONTRACTOR:

If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this contract. the District may withhold final payment under this contract until Contractor has met this requirement.

23. LAWS GOVERNING:

This contract shall be governed by and construed according to the laws of the State of Oregon. Venue for any action related to this agreement shall be in the Circuit Court for the County of Hood River, Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Contractor hereby consents to the in personam jurisdiction of said courts.

24. PREVAILING WAGE:

It shall be the responsibility of the Contractor to comply, when applicable, with prevailing wage rates if the contract is for a public work subject to Oregon Revised Statutes (ORS)

279C.800 to 279C.870, or the Davis-Bacon Act (40 U.S.C. 3141 to 3148), and to pay workers not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838, 279C.840 or U.S.C. 3141 to 3148, and to pay the higher of the applicable state or federal prevailing rate of wage to workers on public works projects, if the public works project is subject to both state and federal prevailing wage laws. Prevailing rates of wage are available electronically on the Internet from the State of Oregon Bureau of Labor and Industries' website http://www.oregon.gov/BOLI/WHD/PWR/index.shtml and shall be incorporated herein by reference. (Hard copies of the applicable Prevailing Wage Rates may also be obtained by calling 971-673-0839 and requesting a copy.) Rates shall be those in effect when the public contract was first advertised, but if not advertised, then the earliest date appearing on the face of this Purchase Order. It shall be the responsibility of the Contractor to monitor the prevailing wage rates during the project for any increase in rates and to adjust wage rates accordingly.

26. PUBLIC WORKS BOND AS REQUIRED BY ORS 279C.830:

If the contract is for a public work, Contractor must have a public works bond filed with the State of Oregon Construction Contractors Board before starting work on the project subject to Oregon Revised Statute (ORS), 279C.830, unless exempt under ORS 279C.836(7) or (8), and Contractor must include in every subcontract, a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836(7) or (8).

27. PAYMENT TERMS:

The District"s payment terms are net 30. In the event the District is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or upon receipt of correctly completed invoice(s), whichever is *later*. If an adjustment in payment is necessary due to damage. the cash discount period shall commence on the date final approval for payment is authorized.

28. PAYMENT:

All invoices shall be e-mailed (preference) to accounts.payable@hoodriver.k12.or.us or mailed to Accounts Payable, Hood River County School District, 1011 Eugene Street, Hood River, OR 97031, as indicated on the front of this purchase order and must include Contractor's name and phone number, purchase order number, and clearly list quantities, item descriptions, and units of measure. All payments to the Contractor shall be remitted by mail unless the Contractor makes arrangements for direct deposit.

29. WARRANTIES:

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. The Contractor warrants to the District that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications, standards incorporated herein, materials, workmanship, and be free from such defects in design. Contractor warrants and represents that all goods and services contained herein are free and clear of all liens. claims, or encumbrances of any kind whatsoever. In addition, Contractor warrants the goods and services are suitable for and will perform in accordance with the purposes for which they were intended. Contractor agrees to accept for credit, repair, or replacement, at no charge, any items received defective by the District or proven defective during the agreed warranty period and to be responsible for ALL transportation costs for return to the Contractor, and when repaired or replaced, returned to the District. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this contract. All warranties shall run to the District.

30. NON- DISCRIMINATION:

Pursuant to the equal opportunity and affirmative action provisions of Section 202 of Executive Order 11246, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act, and the Americans with Disabilities Act, and amendments thereto to the extent the same are applicable to the manufacture and/or sale of the goods purchased hereunder, or the contracting and/or subcontracting of services or work hereunder, the Contractor agrees not to discriminate against any client, employee, or applicant for employment or for services, because of race, religion, color, sex, age, national origin, ethnic origin, sexual orientation, gender identity, marital status, citizenship status, pregnancy and related conditions, family relationship, veteran's status, disabilities, tobacco usage during work hours, whistle blowing, victim of domestic violence and genetic information in any educational programs, activities of employment, with regard to,
but not limited to, the following:

Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Contractor who is in violation of this clause may be barred forthwith from receiving awards of any purchase order, purchase agreement, contract, or similar acquisition instrument, from the District unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

31. SUBCONTRACTING AND ASSIGNMENT:

Contractor shall not assign this contract, in whole or in part, or any right or obligation hereunder, without the District's prior written approval. Contractor shall require any approved subcontractor or assignee to agree, as pertains to the portion subcontracted or assigned, to comply with all obligations specified in this contract. Notwithstanding the District's approval of a subcontractor or assignee, Contractor shall remain obligated for full performance of this contract and the District shall incur no obligation to any subcontractor or assignee. Furthermore, the provisions or monies due under this contract shall not be assignable.

32. ATTORNEY FEES:

Contractor covenants and agrees that in the event suit is instituted by the District for any default on the part of the Contractor, Contractor shall pay to the District all expenses incurred by the District in connection therewith. and reasonable attorney's fees.

33. INDEPENDENT CONTRACTOR:

If Contractor is engaged as an Independent Contractor, the District will report all payments made to the Contractor, including any expenses, in accordance with Federal Internal Revenue and State of Oregon Department of Revenue regulations, and Contractor will be responsible for: (a) all

applicable Federal or State taxes. and will not be eligible for any Social Security, Worker's Compensation, or Unemployment Insurance benefits except as a Self-Employed individual; (b) furnishing the District with a Request for Taxpayer Identification and Number and Certification (W9), or a Certificate of Foreign Status (W8), if a non-resident alien and exemption from federal withholding tax is claimed.

34. ACCESS TO RECORDS:
the District, the Secretary of State Audits Division of the state of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Contractor, which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts and transcripts.

35. FORCE MAJEURE:
Neither party to this Contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war, which is beyond the party's reasonable control. the District may terminate this contract upon written notice after determining such delay or default will reasonably prevent successful performance of this Contract.

36. COMPLIANCE WITH DISTRICT POLICIES:
the District retains the right to stop any activity and/or to require dismissal from the job site of any worker whose behavior does not comply, or gives the District reasonable suspicion to believe the worker's behavior does not comply, with pertinent District policy(ies), including but not limited to providing a respectful workplace, a harassment free workplace, and a drug and alcohol free workplace, or the activity is deemed hazardous to members of a user group, the public, or District facilities.

37. COMPLIANCE WITH FEDERAL GRANT REQUIREMENTS:
If this purchase order is related to a federal grant, the requirements of 2CFR Appendix II to Part 200 is applicable to this order.