FNSBSD Buyer's Addendum
Standard terms and conditions as required by the Fairbanks North Star Borough School District (FNSBSD)

1. SUPERSEDING EFFECT: This Addendum, together with any related documents outlining the scope, term, and consideration, constitutes the contract between the parties, including the published terms and conditions that apply to all FNSBSD Purchase Orders, and supersedes all prior oral or written agreements, if any, between the parties (the FNSBSD and the Contractor). Any controversy or claim arising out of or relating to this Contract shall be governed by the law of the State of Alaska. The resulting Contract may be modified in writing as mutually agreed upon by Contractor and FNSBSD. If there is a conflict between the FNSBSD terms and the Contractor's terms, the FNSBSD's terms shall prevail.

2. GENERAL RELATIONSHIP: In all matters relating to the 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 FNSBSD and the Contractor shall have no authority to represent itself as an agent, employee, or in any other capacity of the FNSBSD.

3. ASSIGNMENT: This Contract is for services and shall not be subcontracted, transferred, or assigned by the Contractor without prior written consent of the FNSBSD.

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 FNSBSD, the Contractor shall not publish, communicate, divulge, disclose or use any of such information which has been designated as confidential or FNSBSD proprietary or which from the surrounding circumstances in good conscience ought to be treated as proprietary, and all such shall remain the property of the FNSBSD. Upon request, the Contractor shall disclose to the FNSBSD, the utilization of generative AI or integrations with generative AI platforms.

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 FNSSD's gross negligence or willful misconduct.

7. INSURANCE: Before services commence, and during the term of the contract, the Contractor shall maintain in force the insurance coverage specified in this section, or as appropriate based on the scope of work, with an insurance company rated "Excellent" or "Superior" by A.M. Best Co. (or as specifically approved by Risk Management). Requirements may be met through a combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited below. For policies written on a per claim basis, claims shall be filed per occurrence. Certificates of Insurance (COI) shall be issued to: "FNSB & School District", Attn: Risk Management P.O. Box 71267, Fairbanks, AK 99707.

☐ Commercial General Liability; required for all businesses for personal/property damage at or away from their business. Limits of not less than $1,000,000 per occurrence. The "FNSB & School District" must be listed as additional insured on the COI.

☐ Professional Liability (Errors & Omissions) Coverage; required for legal, medical, licensed/certificated professionals, consultants, or other professional services as required. Minimum limit of $1,000,000 per occurrence, $3,000,000 aggregate.

☐ Automobile Liability; required in accordance with Alaska statute, or with a combined single limit of not less than $1,000,000 per occurrence for all owned, non-owned, or hired vehicles used in conjunction with this contract. Release/Waiver form may apply.

☐ Workers' Compensation; required for employers in accordance with Alaska statute with limits of not less than $100,000/incident, $500,000 disease (policy limit), and $100,000 disease/each employee. Where applicable, COI shall contain a waiver of subrogation in favor of the FNSB & School District. Release/Waiver form may apply.

☐ Other Insurance; Cyber/Crime/SAM ☐ CYBER/Tech E&O; Limit $1,000,000.00 per occurrence. ☐ CRIME; 3rd party and/or 3rd party premises coverage for loss resulting from contractor/subcontractors/employee theft, forgery, fraud, disappearance, destruction, or dishonesty; minimum limit: $500,000. 00 ☐ SEXUAL ABUSE & MOLESTATION (SAM); Required for contractors working alone with students. limit $1,000,000.

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 l964 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. As applicable, 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 FNSBSD's safety and security policies, guidelines, and regulations. If the Contractor renders services at a FNSBSD facility, Contractor shall not remove any property or proprietary information therefrom. Contractors who will be performing services with children outside the sight and sound of a FNSBSD employee are required to adhere to the rules and regulations set forth in the applicable FNSBSD Service Provider or Volunteer Application 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 E-rate), for cause, or other circumstances beyond the control of the District, the School District may terminate or modify the contract without penalty or other liability. If at any time funds are not appropriated for the continuance of this contract, the District shall provide written notice.

11. WARRANTY: Notwithstanding inspection and acceptance by the FNSBSD, the Contractor warrants that all services performed under this Contract shall conform to industry standards, or as specified in a statement of work. The FNSBSD shall give written notice of any such defect or non-conformance to the Contractor within thirty (30) days after the date of discovery. Such notice shall state the request for re-performance, or some other remedy; if the Contractor is required to correct or re-perform, it shall be at no cost to the FNSBSD, 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 FNSBSD may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred to the FNSBSD thereby, or negotiate an equitable adjustment in the contract price. If re-performance is not desired, the FNSBSD may modify the SOW and seek an equitable adjustment to the price. Except where otherwise agreed to by the FNSBSD, the Contractor warrants that all articles, materials, and equipment supplied under this contract are new, conform to the specifications of this contract, are to be of merchantable quality, are fit for the use intended, and are free from defects in materials and workmanship. The FNSBSD requires that Contractors honor all guarantees and warranties offered by the manufacturer. The FNSBSD's failure to insist upon strict compliance shall not be deemed 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.

Contractor/Business Name: _____

Authorized Name/Signature/Date: _____