BETHLEHEM AREA SCHOOL DISTRICT GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions shall apply to all purchases by or on behalf of the Bethlehem Area School District unless specifically provided otherwise on the front of this document:

TERMS/ ACCEPTANCE/APPLICABILITY

This Order is the offer of Bethlehem Area School District to Seller to purchase the goods and/or services described in this Order. This order consists only of the terms contained herein and any proposal for additional or altered items will be rejected. By acknowledging receipt of this order in written form (or by shipping the goods or performing the services called for by this order), Seller agrees to the terms and conditions of sale contained in this order. This order constitutes the entire agreement between Buyer and Seller with respect to the subject matter provisions of this order, unless Seller expressly objects to such terms in writing prior to shipping Goods or commencing Services.

DELIVERY/PERFORMANCE AND INSPECTION

Time and date of deliveries of Goods and performance of Services are of the essence. Buyer reserves the right to cancel this Order and reject the Goods or Services if delivery dates are not met or scheduled amounts are not accurate. The District reserves the right to inspect the goods at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery, and reject the Goods if District determines that the Goods are unsuitable or do not meet the specifications provided by the District. After notice to Seller, all such defective Goods shall be held at Seller's risk. District shall return any defective Goods to Seller and Seller shall pay all transportation charges

COMPLIANCE WITH LAW

Seller shall comply with all applicable law, including but not limited to FERPA, 20 U.S.C. § 1232g, as applicable, in connection with this contract. All applicable portions of the Commonwealth of Pennsylvania Public School Code of 1949 shall govern contracts with the Allentown School District. Proper Material Safety Data Sheets, in accordance with OSHA's Hazard Communication Standard, must be provided by the Vendor to the District at the time of purchase. This contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania. Venue for any action related to this contract shall be in the Court of Common Pleas of Lehigh County, Pennsylvania or in the Court of Common Pleas of Northampton County, Pennsylvania.

WARRANTY

Seller warrants that all Goods and Services furnished under this purchase order shall conform exactly to the specifications furnished by the District, or if no specifications are particular purposes for which the District intends to use them; and that all Goods shall be free of defects in material or workmanship

PACKAGING AND SHIPMENT; RISK OF LOSS.

All items shall be packed by Seller in suitable containers for protection in shipment and storage. Risk of loss or damage to the Goods shall pass to the District only after delivery to the destination designated by the District.

BETHLEHEM AREA SCHOOL DISTRICT

PAYMENT
Seller shall submit to District an invoice for all Goods and Services delivered at price(s) specified on the face of this purchase order. Invoices shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The District's Pennsylvania Sales Tax Blanket Exemption Number is 76-48100-0 and its Federal Tax ID Number is 24-0862592 No C.O.D. payment terms shall be valid without Buyer's prior written consent. Invoices are payable within forty-five (45) days following receipt of goods/services. All invoices must be emailed to accountspayable@basdschools.org.

NO DISCRIMINATION
Seller shall not discriminate against any employee or other person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry or national origin or Vietnam-era or any other veteran status.

INDEMNIFICATION
If an article sold and delivered to the District hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless the District and from and against any and all suits, claims, judgements, 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.

TERMINATION FOR CONVENIENCE
District may terminate this contract for its convenience, on written notice to the Seller, at any time, without penalty, cost or liability to District. Seller shall be entitled to payment for any Goods delivered before the effective date of termination, or its actual and reasonable costs incurred up to the date termination takes effect.

ENTIRE AGREEMENT; AMENDMENT
This purchase order contains the entire understanding and agreement of the parties on the subject matter. No conduct, course of dealing or course of performance shall be admissible to supplement, explain, modify or contradict this purchase order in any way. No amendment or modification changing this contract's scope or terms shall have any force or effect unless it is in writing and signed by both parties.

BETHLEHEM AREA SCHOOL DISTRICT ADDITIONAL FEDERAL GENERAL TERMS AND CONDITIONS

The following Federal Terms and Conditions shall apply to all purchases by or on behalf of the Bethlehem Area School District unless specifically provided otherwise on the front of this document when Federal Funding is utilized:

The parties recognize that this Agreement is subject to, and agree to comply with, all federal, state and local statutes, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d through d-8 (HIPAA), and the Family Educational Rights and Privacy Act, as codified at 20 U.S.C. Section 1232g (FERPA), and Uniform Guidance 2 CFR 200, to the extent applicable.

Each party agrees not to discriminate in the performance of this Agreement because of race, religious creed, ancestry, age, sex, marital status, sexual orientation, national origin or disability in violation of any federal, state or local law or regulation.

Uniform Grant Guidance Requirements 2 CFR 200

Federal Rules Shall Apply to Purchases with Grant Funds

When an Eligible Entity seeks to procure goods and services through an Agency Contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Grant Guidance," "UGG" or "UG"). All Awarded Vendors must agree to comply with certain requirements specific to purchases using federal grant funds. Awarded Vendor is advised that federal funds will be utilized under a federal grant or contract, in which case Items 1 through 9 shall apply:

1. Contractor Violation or Breach of Contract Terms

Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

2. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all CAFCO purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any CAFCO purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.

3. Davis-Bacon Act

When required by Federal program legislation, Vendor agrees that, for all Bethlehem Area School District prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at https://beta.sam.gov/

Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4. Contract Work Hours and Safety Standards Act

Where applicable, for all Bethlehem Area School District contracts or purchases in excess of $250,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or

under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Right to Inventions Made Under a Contract or Agreement

If Bethlehem Area School District's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

6. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

7. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify the Bethlehem Area School District with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

9. Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.