

Molalla River School District (District)

TERMS AND CONDITIONS

INVITATION TO BID, REQUESTS FOR QUOTATION, PURCHASE ORDER CONTRACTS

This purchase order contract includes the following terms and conditions and includes, but is not limited to the invitation to bid, request for quotations, specifications, plans and published rules and regulations of the School District and the laws of the State of Oregon, which are hereby incorporated by reference.

1. **The District is tax exempt and for educational purposes only.** "Goods used herein are for the exclusive use of this District."
2. No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without the prior written consent of the District.
3. No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. unless specifically stated herein.
4. No exception to delivery dates shall be allowed unless prior written approval is first obtained from the District. The School District reserves the right to cancel any undelivered portion of this order.
5. Time of delivery is of the essence and the School District reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.
6. All payments to the vendor shall be remitted by mail unless arrangements for electronic payments are made with District. Furthermore, the provisions or monies due under this contract shall not be assignable.
7. SHIPPING INSTRUCTIONS: Unless otherwise specified herein, all goods are to be shipped prepaid, F.O.B destination. Where specific authorization is granted to ship goods F.O.B. shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill the District as a separate item on the invoice for said charges. It is also agreed that the District will refuse to accept any C.O.D shipment.
8. All goods or materials purchased herein are subject to the approval of the District. Any rejections of goods or materials, whether held by the District or returned, will be at the vendor's risk and expense.
9. Render invoices to P.O. Box 188, Molalla, OR 97038. A separate invoice is required for each order. All invoices, packing lists, packages, shipping notices, and any other written document affecting this contract shall contain the applicable purchase order number. Packing list(s) shall be enclosed with each and every shipment pursuant to this contract, indicating the content therein. Each container (box, bag, etc.) shall show the purchase order number.
10. The vendor agrees to protect the District against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein. The vendor further agrees to assume all expenses and damages arising from such claims, suits or proceedings.
11. Vendor agrees that the waiver, acceptance, or failure by the District to enforce any provisions, terms or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches of the right of the District to thereafter enforce such provisions.
12. The vendor warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.
13. In the event that the District is entitled to a cash discount, the period of computation shall commence on the date of delivery, or the receipt of correctly completed invoices, 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.
14. Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.
15. Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.
16. The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, color, religion, sex, natural origin, physical or mental handicap, sexual orientation or age unless based upon bona fide occupational qualifications with regard to, but not limited to, the following: employment up-grading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; and/or rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from the District, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.
17. In the event of a breach by the vendor of any of the provisions of this contract, the District reserves the right to cancel and terminate this contract forthwith upon giving oral and written notice to the vendor.
18. Vendor 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 thereof to the vendor and, when repaired or replaced, the return thereof to the District.
19. This order will not be accepted if it contains any hazardous materials and arrives without labeling meeting Oregon Administrative Rule 437, Oregon Occupational and Health Division. The shipment must include Material Safety Data Sheets (MSDS).