

THIS PURCHASE ORDER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE VENDOR ("SELLER") NAMED ON THE FACE HEREOF AND INDEPENDENT SCHOOL DISTRICT NUMBER NINE OF TULSA COUNTY, OKLAHOMA, UNION PUBLIC SCHOOLS ("SCHOOL DISTRICT"), COVERING THE GOODS AND SERVICES DESCRIBED HEREIN. SELLER'S ACCEPTANCE MUST BE LIMITED TO THE TERMS AND CONDITIONS STATED HEREIN, WITHOUT ANY MODIFICATION, ADDITION, OR ALTERATION.

TERMS AND CONDITIONS

GENERAL TERMS:

- (a) This purchase order shall be null and void in accordance with the expiration date on the face of the purchase order.
- (b) This purchase order is subject to the Union Public Schools Board of Education approval at the next regularly scheduled board meeting. If the Board of Education fails to approve this purchase order, it shall be null and void.
- (c) No payment shall be made against this purchase order until the purchase order has been approved by the Union Public Schools Board of Education.
- (d) Invoices shall not include sales tax. Under O.S. Title 68 § 1350 et seq., public schools are exempt from sales tax for tangible personal property or services; however unlike non-profit organizations, public schools are not issued tax-exempt numbers.
- (e) No payment will be issued until all goods shown on the face of this purchase order have been received and accepted. Invoices must reference the purchase order number shown on the face of the purchase order. No payment will be made from statements.
- (f) This purchase order is a contract between the parties evidenced hereon and shall be deemed to be made in the State of Oklahoma and shall in all respects be construed and governed by the Laws of the State of Oklahoma.

SHIPPING, FREIGHT AND DELIVERY: Unless otherwise printed on the face of this purchase order all goods shall be shipped F.O.B. destination Union Warehouse, 5656 S. 129th E. Avenue, Tulsa, Oklahoma 74134. Acceptance of delivery is subject to inspection and approval of the purchaser. All freight charges for deliveries must be included on the original invoice for the goods. No CODs are permitted.

CHANGES, SUBSTITUTIONS AND BACK ORDERS:

- (a) This order shall not be filled at prices higher or different quantities than specified on the face of this order.
- (b) Material changes, additions or modifications to the price, quantity, and/or product descriptions shown on the face of this order shall not be permitted without the expressed written approval of the Union Public Schools Accounting Department. Only the goods and services shown on the face of this order are authorized for purchase. Seller assumes all risk for shipping goods or providing services not authorized in writing by Union Public Schools.
- (c) **Back orders are not permitted.**

FELONY AND SEX OFFENDER COMPLIANCE: Pursuant to Title 70 6-101.48, it is unlawful for any person registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act to work with or provide services to children or to work on school premises, or for any person or business which contracts for work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act. Furthermore, a person or business who offers to provide services to children shall ensure compliance with these provisions by conducting a name search of employees at least annually against the registries maintained pursuant to the Oklahoma Sex Offenders Registration Act and the Mary Rippy Violent Crime Offenders Registration Act while such person is working or serving children. All persons working with or providing service to children shall be required to sign a statement declaring that he or she is not currently required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act. Compliance with the signed statement shall be mandatory for all persons working with or providing services to children.

No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if the employee is convicted in this State, the United States or another state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense. Every person or business performing services not subject to the aforementioned provisions of this paragraph and performing services on the property of a school or school district shall at the time of contracting be required to sign a statement declaring that no employee working on school premises under the authority of the business is currently registered or required to register under the provisions of the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

INCORPORATION BY REFERENCE: Where referenced on the face of this purchase order, all provisions of the School District's corresponding bid and quote documents, drawings or schedules, contracts, agreements, memorandums of understanding and their supplemental addenda shall be incorporated by reference into this purchase order.

SWORN STATEMENT ON INVOICES: Pursuant to O.S. Title 62 § 310.9 on every contract entered into by the School District for an architect, contractor, engineer or supplier of construction materials of Twenty-five Thousand Dollars (\$ 25,000) or more, the supplier shall furnish a sworn statement on oath attesting that (1) the contract is true and correct; (2) that the work will be completed in accordance with the plans, specifications, orders or request furnished to the contractor; (3) that no payment directly or indirectly has been made to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain or procure the contract or purchase order. Said signed and notarized statement shall be attached to and/or furnished with the invoice presented to the School District.

MATERIAL SAFETY DATA SHEETS: Material Safety Data Sheets must be included with the order or sent prior to delivery of any goods containing hazardous materials. Failure to submit these documents with or prior to delivery shall be grounds for rejection of the entire delivery at the Seller's expense.

NOTICE OF DEMAND FOR PAYMENT: Pursuant to O.S. 62 § 310.4, demand for payment of claims (invoices) must be itemized, submitted in writing and received in the Union Accounts Payable Department, 8506 E. 61st Street, Tulsa, Oklahoma 74133 by September 30th following the close of the School District's fiscal year, June 30th for the previous fiscal year. The fiscal year is July 1 through June 30th. The purchase order date reflects which fiscal year is applicable. Failure to demand payment in writing by September 30th for the previous fiscal year shall result in the claim being forever barred.

PARTIES EXCLUDED FROM BUSINESS: No entity or party shall be permitted to do business with the District and be issued a purchase order, contract or receive payment from Federal funds if said party is currently listed as a party excluded from Federal Procurement and Non-procurement Programs. The List of Parties Excluded from Federal Procurement and Non-procurement Programs identifies those parties excluded throughout the U.S. Government (unless otherwise noted) from receiving Federal contracts or certain subcontracts and from certain types of Federal financial and non-financial assistance and benefits.

PATENT, COPYRIGHTS, TRADEMARKS: Seller warrants that the goods furnished and used in connection with this purchase order, excluding those custom goods furnished in accordance with the designs specified by the School District, do not infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. Seller agrees to indemnify and hold the School District harmless from and against any damages, liabilities, judgments, costs and expenses (including without limitation reasonable attorney's fees), it may incur in connection with any claim or proceeding instituted or alleged against the School District for infringement of such patent, copyright, trademark, trade secret or other proprietary rights.

WARRANTIES: Seller warrants to and affirms clear title to all goods furnished in response to this Purchase Order and that said goods are free and clear of all security interest, liens, charges, restrictions or encumbrances of any kind, nature or description. Furthermore, the Seller warrants that all goods shall be free from defects in material and/or workmanship. Unless otherwise specified on this purchase order, all goods shall be new and not used or reconditioned. The District is relying on the Seller's skill and judgment in selecting and providing the proper goods for the District's particular use. The goods shall be suitable for the particular purpose for which they are purchased and the goods shall be merchantable. Seller agrees to indemnify and hold harmless the District from and against all claims, damages, losses, demands, costs, and expenses by a third party for property damage, personal injury, damages or claims arising from the Seller's breach of its obligations from this warranty.

MISCELLANEOUS:

- (a) All invoices, pricing, correspondence, packing or delivery documentation, and this Purchase Order shall not be deemed confidential by the Seller or the District. Information contained on these documents may be subject to the Oklahoma Open Records Act.
- (b) Any waiver of a provision contained herein by the School District shall not nullify or invalidate the enforceability of all other provisions hereof.