



# School District 622

NORTH ST. PAUL | MAPLEWOOD | OAKDALE

*Ready for tomorrow*

Purchasing Department • Telephone (651) 748-7522 • Fax (651) 748-7564

## Independent School District 622 General Terms and Conditions for Purchases

1. **Contract.** The contract resulting from the acceptance of this order is to be construed according to Minnesota law and is not assignable by the Seller.
2. **Warranty.** Seller expressly warrants that all material and work covered by this Purchase Order will conform to the RFP or RFB, or other document provided to or in the possession of District; will be merchantable, and free from defect. Seller expressly warrants that all material covered by this Purchase Order will be fit and sufficient for the purposes intended and comply with all applicable laws.
3. **Hazardous Substance and Environmental Law.** Seller shall comply with all Environmental Laws. Seller shall notify District in writing of every article ordered or supplied under this Purchase Order or stored or used by Seller on District property that contains Hazardous Substances or substances for which the law requires a Material Safety Data Sheet.
4. **Inspections.** All material shall be received subject to District's inspection or rejection. Goods or services rejected or supplies in excess of quantities ordered may be returned to Seller at Seller's expense. Any acceptance by District shall not be deemed a waiver or settlement of any defect or nonconformity in such goods or services.
5. **Taxes.** The District is exempt from paying Minnesota sales and use taxes. Except as provided in Minnesota Statute, Section 297A.70, Subd. 2, Seller shall not charge District for such taxes.
6. **Use of District Name or Logo.** Seller agrees not to use the name or logo, in any advertising or publicity, without the written permission of the District's Office of the Superintendent, or the Business Office.
7. **Terms of Payment.** Payment shall be made by the District within 30 days upon Seller's presentation of an invoice pursuant to this Purchase Order. District may withhold payment in whole or in part for goods or services found by the District to be defective, untimely, unsatisfactory, or otherwise not conforming to this Purchase Order, or not in accordance with all applicable federal, state and local laws, ordinances, rule and regulations.
8. **Cancellation.** District may cancel all or part of this Purchase Order if Seller does not make deliveries as specified or fails to make progress so as to endanger performance of the work and does not correct such failure within 10 days after receipt of written notice from District specifying such failure, or if Seller breaches any of the Terms of this Purchase Order. Additionally, District may terminate this Purchase Order in whole or in part by mailing a written notice of termination if the District determines it to be in its best interest. Upon termination under this paragraph, District shall pay Seller either (i) the Purchase Order price for all completed deliveries of material, services or construction not previously paid; or (ii) the actual costs incurred by Seller in accordance with the Purchase Order to the extent they are reasonable and allocable to the terminated portions of the Purchase Order. Payment shall not exceed the aggregate price of the Purchase Order, less payments otherwise made.
9. **Independent Contractor.** Seller shall perform its duties hereunder as an independent contractor and not as an employee.
10. **Audit and Retention of Books and Records.** The District shall have the right to inspect and copy such records, and of Seller, to verify Seller's performance and all expenses submitted pursuant to the terms of this Purchase Order. All such items shall be retained by Seller during the term of this Purchase Order and for a period of three (3) years after the delivery of the goods and/or services.
11. **Limitation on District Liability.** In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of this Purchase Order.
12. **Compliance with Laws.** Seller certifies that all goods or services furnished under this Purchase Order shall comply with all applicable federal, state, and local laws and regulations, regardless of whether such laws and regulations are specifically set forth in this Purchase Order.
13. **District Order Number.** Seller agrees to place District Order Number shown in the "Purchase Order #" field on the face of this Purchase Order on all packages, invoices, packing slips, notices, and correspondence related to this Purchase Order.
14. **FOB Terms.** Except as otherwise indicated in this Purchase Order, FOB (Destination) Terms shall be to North St. Paul, MN/Seller to Pay Shipping and Freight.
15. **Background Check.** The School District may elect to do criminal background checks of Seller. The School District will require that Sellers to the School District submit a criminal background check, when requested. This Purchase Order will be conditioned upon a determination by the School District that a Seller's criminal history does not preclude the Seller from services or product rendered to the District. Any Seller will complete as normal business practice employ those, independent contractors or any representatives of Sellers, who pass a criminal background check with possibility of termination of contract at determination of District.