

**SAN JUAN UNIFIED SCHOOL DISTRICT
GENERAL TERMS AND CONDITIONS OF THE PURCHASE ORDER**

This order is subject to the following terms and conditions, and by accepting the order, or any part thereof, Seller accepts all said terms.

1. ACCEPTANCE OF ORDER: This order (hereinafter "Order") is District's (hereinafter "Buyer's") offer to Contractor, Seller or Supplier (hereinafter "Seller"). Acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Order, including but not limited to any online terms of use, whether or not such term or condition will materially alter this Order. Seller's commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this Order as written.

- 1.1. Seller's acceptance of this order's terms may be in writing, the shipment of any item, or commencement of Seller's performance.
- 1.2. Seller may not assign this order without Buyer's prior written consent.
- 1.3. Orders for merchandise without a written Purchase Order or verbal Purchase Order number shall not be honored by Buyer.
- 1.4. This order may not be varied or modified by any oral statement of the parties hereto or by any written statement of the Seller.

2. INVOICES, PACKING SLIPS, MSDS:

- 2.1 This order may not be varied or modified by any oral statement of the parties hereto or by any written statement of the Seller.
- 2.2 Purchase Order number must appear on all invoices, packing slips, packages and correspondence.
- 2.3 Invoices must be itemized, showing quantity, unit price, labor material, State taxes, and shipping charges, if applicable.
- 2.4 Invoices must be sent in DUPLICATE to: San Juan Unified School District, Accounts Payable, PO BOX 477, Carmichael, CA 95609-0477.
- 2.5 A Material Safety Data Sheet (MSDS) shall accompany all products supplied herein which are deemed to be toxic or otherwise hazardous.

3. SHIPPING & DELIVERY:

- 3.1 Time is of the essence. If Seller cannot ship without delay, immediately notify Buyer's Purchasing Department and provide probable date of delivery.
- 3.2 All items MUST be delivered to location specified on Purchase Order, unless authorized by Buyer's Purchasing Department.
- 3.3 Buyer will not be responsible for any item delivered without a Purchase Order.
- 3.4 In the event of Seller's failure to deliver as and when specified, Buyer reserves the right to cancel this order or any part thereof without prejudice to its other rights, and Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.

4. TERMINATION OF CONTRACTS OR PURCHASE ORDERS: The San Juan Unified School District reserves the right to terminate all purchase orders or contracts with due cause giving a ten (10) calendar day written notice or may terminate without cause giving a thirty (30) calendar day written notice. Due cause for termination of contract shall be, but not limited to, failure to provide services required within a reasonable time period, and/or for reasons of unsatisfactory service. . This Agreement is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the District or otherwise not made available to the District. Purchase orders or contracts which extend into a subsequent fiscal year will automatically terminate if the San Juan Unified School District does not appropriate funds for the goods and/or services under the purchase order or contract.

5. PRICE:

- 5.1 Price deviations and substitutions in kind permitted ONLY as authorized by Buyer's Purchasing Department.
- 5.2 All items must be prepaid to point of destination indicated. Exceptions are subject to approval by Buyer's Purchasing Department.
- 5.3 No boxing, packaging or cartage charges will be allowed unless specifically authorized in writing by Buyer.
- 5.4 The cash discount period to Buyer will be figured from the date the invoice or item is received by Buyer, whichever is later.

6. INSPECTIONS: All items are subject to Buyer's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any item is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this order, Buyer may return such item to Seller at Seller's expense. Payment for item prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Seller shall reimburse Buyer for the purchase price of such returned item paid by Buyer and any costs incurred by Buyer in connection with the delivery or return of such item.

7. WARRANTIES:

- 7.1 Seller warrants that the item will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any expressed warranty or service guarantee given by Seller to Buyer.
- 7.2 Seller warrants that the item is free and clear of all liens and encumbrances and that Seller has clear title at the time title passes to Buyer.

- 7.3 Seller shall comply with all other State, Federal, and local laws, regulations governed by and construed according to the laws of the State of California, or orders applicable to the purchase, manufacturing, processing, construction, installation, servicing and delivery of the item. Seller shall reimburse Buyer for any loss incurred by Seller's failure to comply.
- 7.4 Seller shall indemnify and hold harmless Buyer from and against any and all loss, liability or expense by reason of any claim or suit for alleged infringement of any copyright, trade mark, or patent relating to any item furnished hereunder and shall defend such claim or suit and pay all costs and expenses incidental thereto.

8. LIABILITY OF SELLER:

- 8.1 If any item sold and delivered hereunder is defective in any respect whatsoever, Seller shall indemnify and hold harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may occur in connection with the use of such item and are contributed to by said defective condition.
- 8.2 Seller will hold Buyer harmless from any or all damages or liability arising out of death or injuries to persons or damage to property approximately caused by the negligence of Seller or his agents, servants or employees.
- 8.3 Seller is responsible for any and all loss or damage to the item until delivered to Buyer at the F.O.B. point specified on this order.

9. INDEMNIFICATION AND INSURANCE: Seller shall be an independent contractor and not an agent or employee of Buyer under this Purchase Order. Seller shall be responsible for any damage, loss, or other claim arising out of the performance of its goods or services under this Purchase Order. Prior to commencement of services and during the life of this Agreement, Seller shall provide the Buyer with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the Buyer as an additional insured. To the fullest extent allowed by law, Seller shall defend, indemnify, and hold harmless Buyer, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Seller's its directors, officers, agents, employees, volunteers, or guests arising from Seller's duties and obligations described in this Agreement or imposed by law. Seller is not an employee of the Buyer and Buyer shall not indemnify Seller in any such claim. Seller shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. Buyer shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Seller to account for all of the above and Seller agrees to hold Buyer harmless from all liability for these taxes.

10. GOVERNING LAW AND VENUE: In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state of federal court located in Sacramento County.

11. BILLING: If the San Juan Unified School District has not received billing for product or services within a one year period the District will not be held responsible for satisfying the debt.

12. OTHER:

- 12.1 Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.
- 12.2 Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Assistant Superintendent of Business or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any supplier attempting to or providing such Incentives shall result in the immediate termination of any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities.
- 12.3 Contactor shall ensure that persons who perform services on District property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code 870008-87010. If the District determines that any person employed by contractor to work on District property is incompetent, unfaithful, intemperate, disorderly, and/or abusive or is otherwise unsatisfactory, contractor shall cause that employee to be removed from working on District property immediately, and that person shall not be employed again on District property.

13. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:

- 13.1 As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part, 85, Sections 85, 105 and 85.110 - The applicant certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared intelligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery bribery, falsification or destruction of records, making false statements or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of the certification; and Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this.

14. LABOR CODE: Contractor shall comply with the applicable provisions of the Labor Code, Section §1720-1861, AB 1506 and the District's Labor compliance Program, State of California (prevailing wages). Approved wage scales are on the internet at www.dir.ca.gov. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the

Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.