

BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order shall be governed by the laws of the State of California
2. **BCCHS will not pay for items that have been shipped to the BCCHS without a valid purchase order.** BCCHS will not be responsible for the safekeeping of or return of such items. The BCCHS does not pay for samples unless previously agreed upon.
3. **COMPLETION OF ORDERS:** BCCHS reserves the right to withhold payment until order is completed.
4. **DISCOUNTS:** Please show cash payment discount offered on your invoice in connection with any discount offered, time will be computed from date of delivery of the supplies or equipment, or from date correct invoices are received in the office specified by BCCHS if the latter date is later than the date of delivery. Payment is deemed to be made for the purpose of earning discount, on the date payment is mailed or on behalf of BCCHS.
5. **INVOICES:** Invoices shall be prepared and sent to AP@birminghamcharter.com, unless otherwise specified. Invoices shall contain Purchase order number, date, description of items, sizes and quantities, unit prices, extended totals, place and date of delivery, Invoices or vouchers not on printed bill heads shall be signed by the CONTRACTOR or person furnishing the supplies or services. Every invoice shall be properly itemized. BCCHS terms are net 30 days from receipt of approved invoice. BCCHS will not be responsible for satisfying the debt if billing for product or services has not been received within one-year of receipt.
6. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the BCCHS Purchasing Office and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. If unit cost of any item exceeds the amount shown by 10% or \$250.00 whichever is less do not ship. Contact BCCHS Purchasing at the phone number provided.
7. **BILL OF LADING:** If Bill of Lading is applicable to this order, send originals to "Ship to" address and duplicate Bill of Lading with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, etc., must show purchase order number. If factory shipment, advise factory to comply.
8. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills.
9. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or for any other purpose will be paid by BCCHS unless expressly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for lowest cost transportation, prepay and add freight to invoice and furnish supporting freight bills if the amount exceeds \$50.00. On "FOB Shipping Point" transactions, should any shipments under this purchase order be received by BCCHS in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, CONTRACTOR on request of BCCHS shall at CONTRACTOR's own expense assist BCCHS in establishing carrier liability by supplying evidence that the equipment and/or materials was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions. Shipments that are California intrastate in nature and where freight is to be borne by BCCHS shall be tendered to carriers with written instructions that rate and charges may not exceed the lowest lawful rates on file with the California Public Utilities Commission.
10. **PATENT INDEMNITY:** The CONTRACTOR shall hold BCCHS, its governing board, officers, agents, employees and volunteers harmless from alleged liability of any nature or kind, including costs and attorney fees and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
11. **TAXES;** Certain articles sold to BCCHS are exempt from certain Federal excise taxes. BCCHS will pay directly, all California State and local sales and use taxes applicable to such articles.
12. **EQUAL OPPORTUNITY EMPLOYER;** The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier complies with all provisions of executive order 11246 and is an equal opportunity employer.
13. **GENERAL SAFETY ORDERS:** All materials, supplies and services sold to BCCHS shall conform to the general safety orders of the State of California, All materials, except as otherwise specified, must be new and of the best quality of their respective kinds.
14. **INDEMNIFICATION;** CONTRACTOR shall indemnify, defend and hold harmless BCCHS, its governing board, trustees, officers, agents, employees and volunteers, from any and all claims, demands, suits, causes of action, damages, penalties, breaches of this agreement, infringement of patent rights, costs, expenses, violations of employee occupational health and safety laws, attorney fees, losses or liability, property damage, personal injuries to or death of persons, arising out of alleged to have arisen out of, or relating in any way to CONTRACTOR's work to be performed under this agreement, except if caused solely by the negligence of BCCHS.
15. **TERMINATION:** BCCHS may terminate this agreement and be relieved of the payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination BCCHS may proceed with the work in any manner deemed proper by BCCHS. The cost to BCCHS shall be deducted from any sum due the CONTRACTOR under this agreement and the balance if any, shall be paid the CONTRACTOR upon demand.
16. **ASSIGNMENT:** Without the written consent of BCCHS, this agreement is not assignable by CONTRACTOR either in whole or in part.
17. **PUBLIC WORKS PROJECTS:** CONTRACTOR must comply with Public Contract Code and Labor Code.
18. **CA LABOR CODE:** Pursuant to Section 1700, and following, the CONTRACTOR shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The CONTRACTOR shall forfeit, as penalty to the BCCHS, Fifty Dollars (\$50.00) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for any work done under the contract by him/her or by any subcontractor under him, in violation of the provisions of such Labor Code.
19. **NOTICE:** Your employees may be exposed to hazardous substances during the course of their work while on BCCHS property. For additional information on the hazardous substances that your employees may be exposed to contact the BCCHS Maintenance and Operations Department at (818) 758-5200.
20. **INSURANCE:** CONTRACTOR shall, at all times, maintain in full force and effect the following insurance: Workers' Compensation, Commercial General Liability, Auto Liability, and Professional Liability, if licensed professional, Policy limits for each shall be at least \$1,000,000 AND \$1M, \$2M, or \$3M AGGREGATE as prescribed by BCCHS requirements for bodily injury, personal injury and property damage. Any combination of General Liability and Excess Coverage can be combined to meet the Aggregate. BCCHS shall be named as an additional insured on CONTRACTOR's policies. The CONTRACTOR shall provide a certificate of insurance and required endorsements to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that BCCHS will be given 30 days notice of any material change or cancellation in coverage.
21. **DISQUALIFIED EMPLOYEES:** CONTRACTOR shall ensure that persons who perform services on BCCHS property have not been convicted of any felony, or any controlled substance offense or any sex offense as defined by Education Code section 45125.1. If BCCHS determines that any person employed by CONTRACTOR to work on BCCHS property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, CONTRACTOR shall cause that employee to be removed from working on BCCHS property immediately, and that person shall not be employed again on BCCHS property
22. **WORK AUTHORIZATION:** Prior to BCCHS's acceptance of this Agreement, CONTRACTORS who are not U.S. citizens must provide verification of (a) work authorization status from the appropriate U.S. Department of State; (b) a copy of their U.S. visa; (c) the number of days present in the U.S.; and (d) tax treaty status. BCCHS shall not make any payments to CONTRACTOR unless CONTRACTOR holds the appropriate U.S. visa. CONTRACTOR is responsible for ensuring they are in possession of the appropriate visa.
23. **WARRANTY:** CONTRACTOR expressly warrants that all materials, goods, equipment, services, and/or labor shall conform to the requirements set forth or incorporated into this order and any applicable industry standards or requirements, shall be merchantable and free from defects in workmanship, materials and/or design (including latent defects), and shall perform as specified. CONTRACTOR further warrants that all materials, goods, equipment, services, and/or labor will be fit and sufficient for the particular purposes intended by BCCHS. Unless agreed upon otherwise between BCCHS and CONTRACTOR, the warranty period shall be the longer of (a) any express warranty included in this service agreement; (b) one year after the materials, goods, equipment, services, and/or labor are accepted by BCCHS; or (c) any warranty period provided under any applicable California law.