

## GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** "District" shall mean Ocean View School District. The term "Seller" or "Supplier" or "Contractor" shall mean Vendor and all Vendor's officers, directors, employees, agents, subcontractors, suppliers and consultants.
2. **ACCEPTANCE.** Vendor accepts this Purchase Order solely on the basis of what is written on the front hereof and on these terms and conditions. This Purchase Order cannot be changed in any way without District's written consent. Additional terms and/or conditions on any Vendor form shall be of no force or effect. If Vendor refuses to accept this Purchase Order exactly as written, Vendor shall return the Purchase Order and the order shall be deemed cancelled.
3. **PRICES/AMOUNTS.** Prices and amounts shown herein are the maximum amounts authorized on this Purchase Order.
4. **VARIATION IN QUANTITY OR QUALITY.** No variation in the quantity or quality of the goods or services called for in this Purchase Order shall be accepted, unless agreed to in writing by the District. All goods and services must be as specified on the Purchase Order. No substitution or variance from the specifications shall be allowed without prior written approval from the Purchasing Department.
5. **VENDOR'S PROPOSAL AND ACKNOWLEDGMENT.** The terms and conditions as stated on this Purchase Order shall prevail in the event of conflict with any terms of the Vendor's proposal, and are not subject to change by reason of any written or verbal statements made by the Vendor, or by any statement in Vendor's acknowledgment unless accepted in writing by the District.
6. **INVOICES AND PAYMENTS.** Vendor shall submit separate invoices for each purchase order to District's Accounts Payable Office at the address on the Purchase Order. Unless otherwise specified in writing, invoices shall be submitted in triplicate and shall contain the following information: purchase order number, item number, description of the goods and/or services, quantity, unit price, extended totals for items delivered, sales tax and use tax as applicable, and shipping/handling/delivery charges in accordance with Paragraph 10. No variation in the item description, quantity, or unit price of any line item ordered shall be accepted. Prices and amounts (including any shipping/handling/delivery charges) shown on the Purchase Order are the maximum amounts authorized for payment. Invoice must be under the same name as shown on the Purchase Order. District shall make payment net thirty (30) days upon receipt of an invoice after delivery and acceptance of the goods and/or services by District's authorized representative. Failure to comply with this Paragraph 6 shall be a cause for delay in payment. Vendor shall submit an IRS Form W-9 upon District's written request.
7. **DISCOUNTS.** In connection with any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, or the date the correct invoice is received in District's Accounts Payable office, or the date final approval for payment is authorized if an adjustment in payment is necessary due to damage or defect, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of District's payment warrant. Vendor agrees to provide the District additional discounts if payment is made less than net thirty (30) days from receipt of an invoice. Such discounts should be equal to or better than discounts given to other public agencies.
8. **TAXES.** District pays State Sales Tax and Use Tax. State and Federal Excise Taxes do not apply to District. District shall furnish Vendor excise tax exemption certificates upon written request.
9. **SHIPPING.** All goods shall be prepared and packed for shipment in a manner to prevent damage in transit. The District reserves the right to reject any goods which appear to have suffered damage in transit. District is not liable for any charges for packing or cartage. Vendor shall include an itemized packing slip in all shipments, and shall place the Purchase Order number on all packing slips and packages. Failure to include this information will cause a delay in inspection and acceptance of this order, resulting in a delay in payment. All goods are to be shipped prepaid, F.O.B. Destination. Where written authorization is specified to ship goods F.O.B. Shipping Point, Vendor shall prepay all shipping charges, route goods by the most reasonable way (unless authorized in writing by District to ship by other means) and shall invoice District for the actual shipping/handling/delivery charges paid. Invoices containing shipping/handling/delivery charges shall include either the original or a copy of the prepaid bill of lading. Claims for shipping/handling/delivery charges without proper supporting documents will not be paid. C.O.D. deliveries will not be accepted. No goods will be received after 3:00 p.m. on weekdays. No goods will be received on weekends or District holidays. In the event of Vendor's failure to deliver as and when specified, the District reserves the right to cancel this Purchase Order, or any part thereof, without penalty and without prejudice to any other rights.
10. **INSPECTION AND ACCEPTANCE.** Inspection and acceptance by District shall occur within a reasonable time after delivery. Damaged or defective shipments discovered upon inspection shall be returned by District at Vendor's expense. Vendor agrees to replace the damaged/defective goods immediately or provide a full credit to District's account at District's discretion. District's payment before discovery of damage or defect shall not constitute a waiver or limitation of any of District's rights. Vendor agrees to replace the damaged/defective goods immediately or provide a full refund at the District's discretion. Regardless of the F.O.B. designation, the Vendor agrees to bear all risks of loss, injury, delay or destruction of goods ordered herein which occur prior to delivery, and such loss, injury, delay or destruction shall not release the Vendor from any obligation under this Purchase Order.
11. **HEALTH & SAFETY.** Vendor's goods and services shall meet or exceed all applicable federal and state health and safety regulations. The Vendor certifies, by shipment, that all goods furnished under this order shall meet or exceed all applicable federal and state health and safety regulations, including CAL-OSHA regulations. When Safety Data Sheets (SDS, previously MSDS) are required, delivery will not be accepted unless SDS are enclosed.
12. **LICENSE AND PERMITS.** Vendor, its officers, directors, employees, agents, subcontractors, suppliers, and consultants shall secure and maintain in force such licenses and permits as required by law, in connection with its performance under this Purchase Order.
13. **WARRANTY.** The Vendor agrees that all goods or services furnished under this Purchase Order shall be covered by the most favorable commercial warranties the Vendor provides any customer for such goods or services, and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the District by any other provisions of this Purchase Order. Vendor warrants that all goods shall: (1) be free from defects in workmanship and material for the maximum period provided by the manufacturer or as required per District's specifications, whichever is longer, from the date of acceptance; (2) be free from defects in any design; (3) be new, and conform and perform to the requirements stated in the specifications and where detail requirements are not so stated, shall conform to applicable industry standards; and (4) be suitable for the use stated in the specifications. If, during the warranty period, an item is not available for use due to a defect, such time of unavailability shall not be counted as part of the warranty period. Vendor shall correct any such defect, and provide repair, replacement, or full reimbursement, at its sole expense, in a manner approved in writing by District. In the event Vendor fails to cure within a reasonable time or such defect creates a dangerous condition that requires immediate correction to prevent further loss, District may proceed to cure and make corrections at Vendor's expense. Such action by District does not relieve Vendor of the warranties provided in this Paragraph 13. District may collect its reasonable costs and attorneys' fees in any action to enforce this Paragraph 13. Nothing herein shall limit any other rights or remedies available to District.
14. **FORCE MAJURE.** The Vendor shall be excused from performance hereunder during the time and to the extent that Vendor is prevented from performing by act of God, fire, lockout or commandeering of materials or facilities by the government, when satisfactory evidence thereof is presented to the District.
15. **NON-DISCRIMINATION.** Vendor agrees that it will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, sex, marital status, age, or other characteristics protected by federal or state laws of such persons. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances applicable to equal protection and non-discrimination.
16. **INFORMATION TECHNOLOGY/ACCESSIBILITY.** The Vendor hereby warrants that any electronic hardware or software goods or services to be provided to the District shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194.

- The Vendor agrees to promptly respond to and resolve any complaint regarding accessibility of its goods or services. Failure to comply with these requirements shall constitute a material breach of the terms of this Purchase Order and a default by Vendor, and be grounds for immediate termination of this Purchase Order.
17. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY.** (Applicable to all orders or agreements funded in part or in whole with federal funds.) The Vendor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, regulations implementing Executive Order 12549 & 12689 (29 C.F.R. Part 98). The Vendor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  18. **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION.** Vendor is fully aware of the registration requirements of the Department of Industrial Relations (DIR) and understands and agrees that this Purchase Order may be subject to the registration requirements of the DIR. This Purchase Order may be cancelled by the District if Vendor cannot establish to the District's satisfaction compliance with the requirements of the DIR.
  19. **PREVAILING WAGE.** Vendor agrees to comply with all applicable prevailing wage requirements determined by the Department of Industrial Relations (DIR) and shall maintain accurate, certified payroll records available for inspection at all times. DIR's Division of Labor Standards Enforcement shall monitor and enforce all prevailing wage compliance by Vendor.
  20. **INDEPENDENT CONTRACTOR.** At all times Vendor is an independent contractor and not an officer, employee or agent of District.
  21. **TERMINATION.** District has the right to terminate this Purchase Order in its sole discretion without penalty pursuant to a thirty (30) days written notice of termination to the Vendor. Goods and/or services delivered and accepted by District before the Vendor's receipt of District's termination notice shall be paid for by the District as set forth in Paragraph 6. All blanket or standing purchase orders will terminate automatically on June 30 at the end of District's fiscal year without any prior notice to Vendor.
  22. **DEFAULT.** Failure to comply with any of the terms and/or conditions of this Purchase Order shall constitute a material breach of the terms of this Purchase Order and a default by Vendor resulting in immediate cancellation of the Purchase Order.
  23. **INDEMNIFICATION.** Vendor shall indemnify, defend, and hold harmless District, its Governing Board, officers, employees, agents, volunteers, and students (collectively "Indemnitee") from and against any and all liabilities, demands, claims, costs, damages, injuries including death, settlements, property damages, contractual liabilities, and expenses (including without limitation, interest and penalties) incurred by District ("Losses") arising out of or in connection with Vendor's performance or other obligations under this Purchase Order to the extent such Losses are caused by or result from: (1) the willful misconduct and/or negligent acts, errors, or omissions of Vendor, its officers, directors, employees, agents, subcontractors, suppliers, consultants, or any person or entity directly or indirectly under the control, supervision or employ of Vendor or its agents, subcontractors, suppliers, or consultants; (2) Vendor's breach of its warranties; and/or (3) any violation of any provision under this Purchase Order. The obligation to indemnify and defend shall arise regardless of any claim or assertion that District caused or contributed to the Losses. Vendor shall indemnify, defend, and hold harmless Indemnitee from and against any and all losses, costs, expenses, royalties, claims for damages or liabilities, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise due to any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any method, process, product, concept specified or depicted or writing supplied by Vendor or its officers, directors, employees, agents, subcontractors, suppliers, or consultants in the performance of this Purchase Order. Nothing in this Purchase Order, including the provisions of this Paragraph 23, shall constitute a waiver or limitation of any rights which District may have under applicable law.
  24. **INSURANCE.** Vendor shall maintain insurance for protection from and against any and all claims that might arise from its performance or other obligations under this Purchase Order. The following coverages are minimum requirements and shall not in any way limit Vendor's liability: (1) Workers' Compensation and Employer's Liability Insurance as required by Federal and California Law; (2) Commercial General Liability: \$1 Million combined single limit per occurrence including bodily injury and death, broad form property damage, written on an "occurrence" basis; and (3) Automobile Liability: \$1 Million combined single limit per occurrence covering all owned, non-owned and hired vehicles. Vendor shall submit certificates of insurance as evidence of such coverage naming District an additional insured. Failure to furnish certificates of insurance with endorsements upon request as required shall constitute a material breach of this Purchase Order and will result in the immediate cancellation of the Purchase Order without penalty of any kind. Any insurance or self-insurance maintained by District shall be in excess of and non-contributory with Vendor's insurance. Vendor shall require the same of any of its agents, subcontractors, suppliers, and consultants.
  25. **ASSIGNMENT.** Vendor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties, or obligations under this Purchase Order.
  26. **CONFLICT OF INTEREST.** District prohibits the use of gifts, incentives, inducements, favors, monetary returns, and/or rebates of any kind (hereinafter referred to as "Incentives"), either promised or given for any District employee. District employees are prohibited from accepting any Incentives from any vendor. Any vendor attempting to or providing such Incentives shall result in the immediate termination of any existing and/or future Purchase Order to the Vendor and District will take any and all appropriate actions deemed necessary by District, including but not limited to referral to local law enforcement authorities. Negotiation of either quantity or trade discounts with Vendor for all purchases shall be by District's Assistant Superintendent of Administrative Services or Director of Purchasing.
  27. **COMPLIANCE WITH ALL APPLICABLE LAWS.** The Vendor shall comply with all federal, state (California) and local laws, rules and regulations applicable to the subject matter of this Purchase Order. Vendor shall also comply with all District policies and procedures.
  28. **GOVERNING LAW AND VENUE.** This Purchase Order shall be governed by the laws of the State of California with exclusive venue in Orange County, California.