

BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
PURCHASE ORDER TERMS AND CONDITIONS

1. **APPLICABLE LAW:** The contract resulting from this order will be governed by the laws of the State of California.
2. **PURCHASE ORDERS REQUIRED:** BCCHS will not pay for items shipped to BCCHS without a valid purchase order. BCCHS will not be responsible for the safekeeping of or return of such items. Additionally, BCCHS will not pay for samples unless previously agreed upon in writing.
3. **COMPLETION OF ORDERS:** BCCHS reserves the right to withhold payment until the order has been fully completed and delivered as specified.
4. **DISCOUNTS:** Any cash payment discounts should be clearly indicated on your invoice. Discounts will be calculated from the later of the following dates: The date of delivery of the goods or services, or the date a correct and complete invoice is received at the office specified by BCCHS. For purposes of earning a discount, payment is considered made on the date it is mailed by or on behalf of BCCHS.
5. **INVOICES:** Invoices shall be properly itemized and sent to AP@birminghamcharter.com unless otherwise specified. Invoices shall contain the Purchase order number, date, description of items, sizes, quantities, unit prices, extended totals, place of delivery, and date of delivery. Invoices or vouchers not on printed billheads shall be signed by the contractor or the person providing the goods or services. BCCHS payment terms are net 30 days from receipt of an approved invoice. BCCHS will not be held responsible for unpaid invoices if billing for products or services is not submitted within one year from the date of receipt.
6. **CHANGES:** No change or modification in terms, quantities, or specifications may be made without express written authorization 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 the unit cost of any item exceeds the amount shown by 10% or \$250.00, whichever is less, do not ship the item. 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 copies along with invoices to "Bill to" address. All correspondence, invoices, bills of lading, shipping memos, packages, and other documents must clearly reference the purchase order number. In the case of factory shipments, please ensure the factory complies with these requirements.
8. **TRANSPORTATION CHARGES:** Invoices for prepaid transportation charges must be supported by original receipted expense bills as proof of payment.
9. **FOB POINT AND FREIGHT CHARGES:** Unless otherwise specified on this order, all items shall be delivered FOB Destination. BCCHS will not pay for additional charges such as delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, or any other fees unless they are explicitly included and itemized in the order. Unless otherwise shown, on "FOB Shipping Point" transactions, CONTRACTOR shall arrange for the lowest cost transportation, prepay the freight charges, and add these to the invoice. If the freight charges exceed \$50,00, supporting freight bills must be provided. On "FOB Shipping Point" transactions, if BCCHS receives any items under this purchase order in a damaged condition, and any related freight loss or damage claims against the carrier are denied due to shipper-related issues such as inadequate packaging, improper loading, or inherent defects in the equipment or materials, CONTRACTOR shall assist BCCHS at the CONTRACTOR'S own expense in establishing carrier liability. This assistance may include providing evidence that the equipment or materials were properly constructed, manufactured, packaged, and secured to withstand standard transportation conditions. For California intrastate shipments where BCCHS is responsible for freight charges, shipments must be tendered to carriers with written instructions ensuring that rate and charges do not exceed the lowest lawful rates on file with the California Public Utilities Commission.
10. **PATENT INDEMNITY:** The CONTRACTOR shall indemnify and hold harmless BCCHS, its governing board, officers, agents, employees and volunteers from any alleged liability of any nature or kind, including costs and attorney fees and expenses, arising from claims of infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance provided 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 all applicable California State and local sales and use taxes directly for such articles.
12. **EQUAL OPPORTUNITY EMPLOYER:** By accepting this purchase order, the supplier certifies compliance with all provisions of Executive Order 11246 and affirms its status as an equal opportunity employer.
13. **GENERAL SAFETY ORDERS:** All materials, supplies, and services sold to BCCHS must comply with the general safety orders of the State of California. All materials, except as otherwise specified, must be new and of the highest quality within their respective categories.
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 reserves the right to terminate this agreement and be relieved of payment obligations if CONTRACTOR fails to perform any covenant or obligations contained at the time and in the manner outlined in this agreement. In the event of termination, BCCHS may continue the work using any method deemed appropriate by BCCHS, and the cost incurred by BCCHS will be deducted from any amounts due to CONTRACTOR under this agreement. Any remaining balance, if applicable, will be paid to 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:** California's Prevailing Wage Law (Lab. Code § 1720 et seq.) provides that, with certain exceptions, the prevailing wage "shall be paid to all workers employed on public works." (Lab. Code § 1771.) If the contract is subject to California's Prevailing Wage Law, the project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations in compliance with Lab. Code § 1771.4. Additionally, pursuant to Lab. Code § 1860, CONTRACTOR will be required to secure the payment of compensation to his or her employees in accordance with the provisions of Lab. Code § 3700. Further, CONTRACTOR shall comply with applicable prevailing wage provisions of the California Labor Code (commencing with Lab. Code § 1720), including, but not limited to, Sections 1771, 1773.1, 1774, 1775, 1776, 1812, 1813, and 1861 which include, but are not limited to, the CONTRACTOR's obligation to pay not less than the specified prevailing rates of wages in the locality in which the Work is to be performed, keep accurate payroll records, and comply with Lab. Code § 1777.5 with regard to employment of apprentices. Copies of the prevailing rates of per diem wages are on file at BCCHS's principal's office and available at www.laschools.org/contractor/lc or www.dir.ca.gov/dlsr and shall be made available to any interested party upon request.
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 the 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)

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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 have 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.