Rev 08/2025

PURCHASE ORDER – TERMS AND CONDITIONS

1. **OFFER/ACCEPTANCE:** This Purchase Order ("PO") is an offer to buy any products or services listed on the PO, as provided by the named organization. Party or individual (Vendor") subject to the Vendor's acceptance, which may be demonstrated by the Vendor's performance of the PO. If the PO refers to an awarded solicitation, then the PO is an acceptance of Vendor's offer to sell. Any counteroffer by the Vendor with respect to the PO, including but not limited to these terms and conditions, shall not be accepted unless formally approved in writing by the District through the issuance of a Purchase Order Change Order Notice.

2. **CHANGES:** This Purchase Order shall not be altered, amended, supplemented or canceled without the Districts approval. The District shall have the right to make changes hereunder any time, and the Vendor agrees to accept such changes via a PO change order. In the event such changes result in additional costs, the District shall make an equitable adjustment in the purchase price provided such additional costs are itemized and justified in writing and submitted to District within 10 days of receipt of the change notice notification.

3. **PURCHASE ORDER TERM:** The term of this Purchase Order shall be for the current MUSD Fiscal Year in which the Purchase Order is issued. A Traditional MUSD Fiscal Year starts July 1 and ends June 30 of the subsequent year. Products and Services must be received by the end of the fiscal year when the purchase order is issued. If items or services are not expected to arrive by June 30, please contact the Purchasing Department immediately at (209) 858-3200 ext. 50503. The District is not responsible, and shall not pay, for items or services received after the end of the Fiscal Year in which the Purchase Order was issued. Vendors are strictly prohibited from invoicing for goods or services rendered prior to the start of the current fiscal year (July 1). Any invoice dated before this period will be rejected and returned unpaid. This ensures compliance with the district's budgetary and accounting policies.

4. **DELIVERY:** All items must be delivered to the location specified on the Purchase Order unless authorized by the Districts Purchasing Department. 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 the Vendor agrees that the District may return part or all of any shipment so made and may charge the Vendor with any loss or expense sustained as a result of such failure to deliver. All shipments shall be accompanied by a packing slip, and where practicable the District purchase order number shall appear on all cases and packages. **NOTE**: Failure to include the purchase order number on the packing slips or freight bill may result in refusal of delivery at the Vendors expense.

5. **INVOICES AND PAYMENT:** Invoices shall be submitted directly to the Accounts Payable Department at accountspayable@musd.net within thirty (30) days of delivery of goods or completion of services and shall include

    a. The date
    b. The applicable District location(s)
    c. Detailed description
    d. Purchase Order number

6. **SOFTWARE AND LICENSE RENEWALS**: This order is not self-renewing. The period of performance commences and expires on the date listed on the face of this PO. In the event it is a company policy to renew or continue service unless notified to terminate automatically, this document shall serve as notice of the district intent to terminate effective the date cited above (unless otherwise specified elsewhere in the document, modified by written change order or continued through the issuance on a new purchase order.)

7. **QUANTITY AND QUALITY OF MATERIALS OR SERVICES:** The vendor shall furnish and deliver the quantities designated by the District on the face of the Purchase Order. All materials, supplies, or services furnished shall be in accordance with the Districts specifications. Materials or supplies which, in the opinion of the District Purchasing Agent or designee are not in accordance with such specifications shall be rejected and promptly removed from the District premises at the Vendor's expense.

8. **DEFAULT BY VENDOR:** The District shall hold the Vendor liable and responsible for all damages which may be sustained because of the failure or neglect of the Vendor to comply with any term or condition listed in the Purchase Order. If the Vendor fails or neglects to furnish or deliver any of the materials, supplies, or services listed herein at the prices named and at the time and places herein stated or otherwise fails or neglects to comply with the terms of the contract, the District may, upon written notice to the Vendor, cancel the contract in its entirety or cancel any or all items affected by such default; and may, whether the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Vendor.

9. **CANCELLATION:** The District may cancel the undelivered portion of any purchase order without cause upon written notice of cancellation to Vendor. Vendor shall immediately stop work on the undelivered portion of the affected Purchase Order and make no further commitments for materials or services to complete such affected Purchase Order.

10. **NON-LIABILITY OF THE DISTRICT:** The District shall not be responsible for or liable for any products delivered or services provided without a valid PO. Vendors delivering products or providing services without an appropriate PO will do so at their own risk, and the District shall not be obligated to accept or pay for such products or services. Any attempt to bill the District for products or services without a valid PO may result in the vendor being barred from future business dealings with the District.

11. **INSURANCE**: Comprehensive general liability insurance coverage is required that meet current District requirements with limits of $1,000,000 combined single limit per occurrence and $2,000,000 aggregate with an endorsement naming MUSD and selected representatives as additionally insured. All questions regarding insurance coverage requirements should be directed at riskmanagement@musd.net Seller agrees to defend and indemnify MUSD and against all claims, demands and liability for damages arising from services performed under this Purchase Order.

12. **PREVAILING WAGE**: The vendor agrees to adhere to all applicable laws regarding prevailing wage and other requirements as established by the Department of Industrial Relations ("DIR") of the State of California for any and all services rendered under this Purchase Order which in sum are greater that on thousand dollars ($1,000). Contractors and/or sub-contractors must be registered with DIR pursuant to Labor Code section 1725.5.

13. **PUBLIC WORKS INCLUDING MAINTENANCE OF FACILITIES:** Public Works including Maintenance Agreements are subject to the regulations established in SB 854 (2014) and SB 96 (2017) for Public Works Projects greater than $25,000 and Maintenance Projects greater than $15,000:

    a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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))
    b. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
    c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
    d. Note: if contract exceeds $25,000, per Civil Code Section 3247, Contractor shall provide a Payment Bond.
    e. The above requirements are not all inclusive. The vendor is responsible for maintaining knowledge of laws required to do business with public school districts in California.

14. **HOLD HARMLESS CLAUSE**: The vendor shall hold harmless and indemnify the District and the MUSD Board of Education, its officers, and employees, from every claim or demand which may be made by reason of:

    a. Any injury to person or property sustained by the contractor or by any person, firm or corporation, employed directly or indirectly by it upon or in connection with its performance under the contract, however caused.
    b. Any injury to person or property sustained by any person, firm or corporation, caused by any act of the vendor or of any person, firm or corporation, directly or indirectly employed by it upon or in connection with its performance under the contract.
    c. Any liability that may arise from the furnishing or use of any copyrighted or un-copyrighted composition, secret process or patented or unpatented invention, under this contract. The vendor at its own expense and risk shall defend any legal proceedings that may be brought against the District or the Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.