

TERMS AND CONDITIONS

CONTRACT: Purchase order when properly signed constitutes a valid contract.

INVOICES: All invoices must be itemized in strict accordance with the purchase order and submitted in duplicate. Any irregularities between the invoice and the purchase order will result in the return of the invoices for correction. Invoices must clearly show the assigned purchase order number and all allowable discounts. Each item must be individually described and priced. All prices are considered F.O.B. Destination unless otherwise specified on the purchase order. Invoices shall be submitted under the same firm name as shown in the purchase order. Any taxes payable by the district shall be listed separately.

CASH DISCOUNTS: All cash discounts shall be taken and computed from the date of delivery or the date of the receipt of the invoices, whichever is the later.

ACCEPTANCE OR REJECTION OF QUOTES OR BIDS: The Sacramento City Unified School District reserves the right to reject any or all quotes or bids for any or all items or to waive any irregularities. The determination of the district as to what constitutes an irregularity shall be final and conclusive. Unless otherwise stipulated, quotes or bids shall remain valid and subject to acceptance for thirty days after the bid or quote opening date. In general, the District will accept the low bid or lowest combination of bids meeting specifications. A Purchase Order when used will constitute a contract. Continuing contract(s) for services and supplies may be entered into as provided in compliance with Section No. 17596 of the California Educational Code.

DELIVERY: Unless otherwise specified, vendors shall be responsible for delivery and shall pay all costs of delivery (including packing, drayage, freight and unloading) to the district warehouse or other points specified. Each item must be securely and properly packed and clearly marked as to contents. All shipments shall be accompanied by a packing slip and the district purchase order number shall appear on the cases of packages. If any items are not delivered within a reasonable period or if any vendor or contractor delivers items which do not conform to specifications, the district may annul and set aside the contract, either in whole or in part, and enter into a new contract or contracts with other vendors or contractors for the items in question. Any additional costs or expenses incurred because of the failure of the vendor or contractor shall be borne by him.

MSDS: Materials Safety Data Sheets are required with shipment when applicable.

CANCELLATIONS: Any default of delivery commitments stated on this purchase order may be cause for cancellation of any portion of this order without notice. Any items shipped beyond the commitment date will be done so at the risk or rejection by the Sacramento City Unified School District and returned at the seller's expense.

The District reserves the right to cancel this order/contract upon 30 days written notice due to lack of funds or cause.

FINGERPRINTING REQUIREMENTS: Education Code Section 45125.1 states that if employees of any contractor providing school site janitorial, administrative, landscape, transportation, food-related or similar services may have any contact with any pupils, those employees shall be fingerprinted by the Department of Justice (DOJ) before entering to determine that they have not been convicted of a serious or violent felony. If required, vendor/contractor shall provide the appropriate documents.

CORRESPONDENCE: In all correspondence relative to this purchase order refer to the purchase order number.

ACKNOWLEDGEMENT: Shipment of any portion of this purchase order will be considered as an acknowledgement of all terms and conditions set forth herein.

SAFETY REGULATIONS: The items covered by this purchase order or contract must conform with safety orders of the California Division of Industrial Safety. In the event commodities delivered are not in conformance with state safety orders, they will be rejected by the Sacramento City Unified School District and returned to the seller.

WARRANTY PRODUCT: Seller warrants that all items furnished shall be free from all defects of material and workmanship, that all items shall be fit and sufficient for the purposes intended, and shall save, keep, hold harmless, and fully indemnify any of its officers, employees or agents from all damages, or claims for damages, costs or expense in law or equity that at any time arise from buyers normal use.

DEFAULT BY VENDOR: The district shall hold the vendor liable and responsible for all damages which may be sustained because of his failure to comply with any conditions herein. If the vendor fails to furnish or deliver any materials, supplies, or services at the prices named or at the times and place stated or otherwise fails to comply with the terms of the purchase order, the district may, upon written notice, cancel the purchase order in its entirety or cancel or rescind any or all items affected by such default. In such cases, the district may, regardless of whether or not the purchase order has been cancelled, purchase the materials, supplies, or services elsewhere, without notice to the vendor. The district may collect any extra costs incurred by such defaults from the vendor.

FORCE MAJEURE: The parties to the purchase order shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss, shortage of transportation facilities, walkout, or commandeering of materials, products, plants, or facilities by the government provided that the non-performance is not due to the fault or negligence of the vendor or contractor. In such cases, however, satisfactory evidence thereof must be presented.

INDEMNIFICATION: By acceptance of this purchase, vendors or contractors agrees to indemnify and hold harmless the Sacramento City Unified School District, its officers and employees, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, or damage to any property, public or private, including school district property, resulting from an act, omission or negligence by the vendor or contractor in the performance of this construction project, service, or providing products under this purchase order.

PREVAILING WAGES: For all public works project more than \$1,000, general prevailing rate of per diem wages shall be paid to all workers employed on public works per Labor Code #1770 et seq.

INSURANCE: The vendor shall maintain adequate insurance as required by District to protect him from claims under Workman's Compensation Acts and from claims for damages or personal injury, including death and damage to property which may arise from operations under the purchase order. The vendor or contractor may be required to file certificate of such insurance with Sacramento City Unified School District listed as an additional insured.