

SEQUOIA UNION HIGH SCHOOL DISTRICT PURCHASE ORDER TERMS AND CONDITIONS

The following terms and conditions shall form a part of all Purchase Orders issued by the Sequoia Union High School District (SUHSD). In accepting the award of a Purchase Order from SUHSD, the vendor agrees to having read and acknowledged these terms & conditions. These terms and conditions are subordinate to terms and conditions specifically listed on the Purchase Order itself, and any that may exist under a previously Board approved contract for the same goods or services.

1. **COMPLETE AGREEMENT:** Upon acceptance by SUHSD, a solicitation, bid, proposal, or price quotation and the resulting purchase order shall be deemed a binding contract. No changes or alterations to this purchase order shall be made without specific prior written approval by the District.
2. **PAYMENT/INVOICES:** In order to insure timely payment, purchase order number, item number, item description, quantity, unit price, and extended totals for all items delivered must appear on all packages, invoices, and correspondence. Failure to enter the above information on the invoices shall cause delay in payment. Payment shall only be made after goods/services have been received and inspected to the satisfaction of the District. District agrees to pay and Vendor agrees to accept in full, payment for the merchandise net thirty (30) days from the date of acceptance of undisputed invoice.

Invoices can be emailed to: **accountspayable@seq.org**

Or sent by US Mail to: **Sequoia Union High School District**
 Accounts Payable
 480 James Avenue
 Redwood City, CA 94062
3. **DELIVERY:** Unless otherwise specified in writing on this order, all shipments will be F.O.B. Destination. Freight or handling charges are not billable unless referenced on this order. All items **MUST** be delivered to location specified on purchase order, unless otherwise authorized in writing by the SUHSD Purchasing Department.
4. **INSPECTION/ACCEPTANCE:** All material and workmanship is subject to inspection and test by the District. Final inspection and acceptance of any articles ordered shall be after receipt by the District. The District reserves the right to reject any articles which do not comply with the specification of this purchase order or which contain defective materials or workmanship. Rejected articles shall be removed/returned at the Vendor's expense.
5. **FORMAL BIDS:** In the event this purchase order results from a formal bid, terms and conditions of that bid are incorporated herein and form a part of the purchase order. In the event of any conflict or inconsistency between the terms of this purchase order and the terms of the formal bid, the terms of the formal bid shall control.
6. **ARTWORK/DESIGNS:** If the goods are to be produced by Seller in accordance with designs, drawings, or blueprints furnished by District, Seller shall return same to Buyer upon completion or cancellation of this purchase order. Seller shall not use such designs and the like in the production of material for any third party without District's written consent.
7. **SAFETY DATA SHEETS:** Seller certifies, by shipment, that all products furnished under this purchase order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) shall accompany all products supplies which are deemed to be toxic or otherwise hazardous.
8. **SUBSTITUTION:** No substitutions of materials specified shall be made without the prior written approval of the District.
9. **ASSIGNMENT OF CONTRACT AND/OR PURCHASE ORDER:** The supplier shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens duties, or obligations without the prior written consent of the District.
10. **CONFIDENTIAL INFORMATION:** Contractor shall maintain the confidentiality of and protect from unauthorized disclosure any and all individual student information received from the District, including but not limited to student names and other identifying information. Contractor shall not use such student information for any purpose other than providing Services under this purchase order. Upon termination of this Agreement, Contractor shall turn over to District all educational records related to the Services provided to any District student pursuant to this purchase order.
11. **SUBCONTRACTORS:** Subcontracts, if any, engaged by the Contractor for the service shall be subject to the prior written approval of the District. Contractor shall be held responsible for all operations of subcontractors and shall require them to maintain adequate Worker's Compensation and public liability insurance.
12. **SAFETY AND SECURITY:** It shall be the responsibility of the Contractor to ascertain from the District the rules and regulations pertaining to, land complying with the safety, security and driving on school grounds, particularly when children are present.
13. **LABOR AND MATERIALS:** The contractor shall furnish all labor, materials, mechanical workmanship, transportation, equipment and services necessary for the erection, installation, and completion of work described in this contract and in accordance with the plan (if any) and specifications (if any) and other contract documents.
14. **DEFAULT BY CONTRACTOR:** Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor, and shall entitle District to remedies for breach of contract.
15. **GUARANTEES:** The Contractor shall guarantee all labor and materials used in the performance of this purchase order for a period of 1 year from the date of acceptance by the District.
16. **DOCUMENT CONFLICT:** In case of conflict between specifications and drawings and/or actual site conditions, work shall immediately cease until the conflict is resolved by a District representative.
17. **HOLD HARMLESS CLAUSE:** The contractor shall hold harmless and indemnify the District its officers, employees, and agents from:
 - a) Any injury to person or property sustained by any person, firm or corporation, employed directly or indirectly by him upon or in connection with his performance under this Contract or Purchase Order, however caused;
 - b) Any injury to person or property sustained by any person, firm or corporation, caused by any act, neglect or default, or omission of the supplier or of any person, firm or corporation, directly or indirectly employed by him upon or in connection with his performance under the contract and/or Purchase Order; and
 - c) Any liability which may arise from the furnishing or use of any copyrighted composition, secret process, or patented or unpatented invention, under the Contract or Purchase Order.
18. **ATTORNEY FEES:** If any legal action is taken to enforce the terms of this purchase order, each party shall bear its own legal expenses related to such action.
19. **CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job, use of equipment and quality of workmanship.
20. **WORKMEN:**
 - a) Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work any unfit person or anyone not skilled in work assigned to him.
 - b) Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work under this contract and shall not again be employed on it except with prior written consent of the District.
21. **PROTECTION OF WORK & PROPERTY:** The Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights and watchmen for protection of workmen and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury.
22. **ACCESS TO WORK:** District representatives shall at all times have access to work, wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access.
23. **OCCUPANCY:** District reserves the right to occupy buildings at any time before purchase order completion and such occupancy shall not constitute final acceptance of any part of work covered by this purchase order, nor shall such occupancy extend the date specified for completion of the work.
24. **CLEANING UP:** Debris shall be removed from the premises. Job site shall be free of debris at all times when the work is not actually being performed.
25. **FINGERPRINTING:** In accordance with California Education Code Sections 33192 and 45125.1 and California law, The District may require an entity with an existing contract to obtain a criminal history clearance for its employees.
26. **FORCE MAJEURE CLAUSE:** The parties to the purchase order shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
27. **INSURANCE:** The supplier shall maintain adequate insurance reasonably acceptable to the District to protect him from claims under Worker's Compensation Acts, and from claims for damages for personal injury, including death, and damage to property, which may arise from operations under the purchase order. The supplier may be required to file with the District, certificates of such insurance.

**SEQUOIA UNION HIGH SCHOOL DISTRICT
PURCHASE ORDER TERMS AND CONDITIONS**

The following terms and conditions shall form a part of all Purchase Orders issued by the Sequoia Union High School District (SUHSD). In accepting the award of a Purchase Order from SUHSD, the vendor agrees to having read and acknowledged these terms & conditions. These terms and conditions are subordinate to terms and conditions specifically listed on the Purchase Order itself, and any that may exist under a previously Board approved contract for the same goods or services.

28. **BONDS: Payment and Performance Bonds.** If bid amount is in excess of \$24,999., the successful Bidder, upon notice of award of bid and prior to commencing Project, shall furnish in duplicate a labor and material bond in the amount of one hundred percent (100%) of the contract sum and a faithful performance bond in the amount of one hundred percent (100%) of the contract sum.
29. **SUPPLIER NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of the purchase order, the supplier is an independent contractor, and not an officer, employee, or agent of the District.
30. **COMPLIANCE WITH LAWS:** All services to be performed by Contractor pursuant to this purchase order shall be performed in accordance with all applicable federal, state, district, and municipal laws, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and the Family Educational Rights and Privacy Act of 1974 (FERPA), and all federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, and the Individuals With Disabilities Education Act, as amended. Such services shall also be performed in accordance with all applicable ordinances, regulations, policies and procedures of the District and its governing board.

In the event of a conflict between the terms of this purchase order and federal, state, district, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this purchase order

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance

31. **NON-DISCRIMINATION:** Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to District upon request. There shall be no discrimination against any person under this Agreement because of race, color, national origin, age, ancestry, age, disability (physical or mental), religion, sex, sexual orientation, gender identity, marital or domestic partner status, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information of such persons. Further, Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
32. **LABOR CODE:** Contractor shall comply with all applicable provisions of the Labor Code, Section §1720-1861, AB 1506 and the District's Labor Compliance Program, State of California (prevailing wages). Approved wage scales are on the internet at www.dir.ca.gov

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)].

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.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations