

PURCHASE ORDER TERMS AND CONDITIONS

1. **DEFINITION** - The term "District" means Long Beach Unified School District, and the term "Vendor" means the person, firm, or corporation from whom the item(s) or service(s) has been ordered. District and the Vendor may be referred to herein individually as a "Party" and collectively as the "Parties."
2. **SHIPPING/DELIVERY** - When an order states F.O.B. destination, all transportation and delivery charges must be included in the unit price and prepaid in full. When an order states F.O.B. shipping point, all transportation and delivery charges must be prepaid in full and added to invoice. Invoice must be accompanied by original copy of receipted express of freight bill. COLLECT SHIPMENT WILL NOT BE ACCEPTED.
3. **PURCHASE ORDER NUMBER** - The purchase order number must appear on all packages, packing slips, invoices, and correspondence. Vendor is responsible for notifying any third parties fulfilling any portion of this purchase order of this requirement.
4. **QUALITY AND INSPECTION** - District reserves the right to inspect all shipments and to reject any materials which may be defective or not in accordance with the specifications as to quality or performance. Vendor is responsible for associated costs and prompt removal of any materials not acceptable to District. District may delay acceptance of any shipments for any unforeseen reason.
5. **VARIATIONS** - No changes in specifications, quantities, delivery times, or other provisions of this purchase order shall be made by Vendor without written authorization from District's Purchasing Director. Vendor shall be liable and shall reimburse District for damages resulting from any such unauthorized variations.
6. **INVOICES** - Vendor shall present their invoice or demand to District immediately following delivery of materials. Invoices must be itemized, showing quantity, unit price, and total. Unless specified otherwise, sales tax is to be added to all invoices. Each invoice must bear Vendor's invoice number, full name, remit-to address, date, and Purchase Order number.
7. **CASH DISCOUNTS** - Will be computed from date of acceptance of entire order.
8. **REBATES** - All rebates, discounts and other applicable credits must be returned to the District.
9. **PAYMENT** - District will make payments within 30 days after acceptance of delivery, provided auditable invoices for actual amounts received are on file.
10. **FORCE MAJEURE** - Vendor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering or performing in the customary manner by act of God, fire, strike, partial or total interruption of, loss or shortage of transportation facilities, lockout, commandeering of raw materials, goods, plants, or facilities by the government, when satisfactory evidence thereof is presented to the other Party providing it is satisfactorily established that the nonperformance is not due to the fault or negligence of the Party not performing.
11. **INCORPORATED TERMS AND CONDITIONS** - Any quotation or bid related to this purchase order are hereby made a part of this purchase order whether repeated herein, or not.
12. **DEFAULT** - Should Vendor fail to deliver or comply with all provisions of the purchase order, District may procure the articles or services from other sources. Vendor shall then pay to District the additional costs, being the difference between the price specified in the purchase order and the actual cost including related expenses to the District. If any item is not delivered by the time stated in the "Days of Deliv." quotation, District reserves the right to cancel such item from the contract or purchase the same in accordance with the law and deduct the amount paid therefor from the contract total.

13. **AUTHORIZED DEALER** - Vendors must be either manufacturers or authorized resellers, dealers or distributors for brands they are providing to the District and they must be able to show proof of such status upon request from the District. The manufacturer's letter(s) shall indicate authorizations to market, sell, distribute, warrant, or supply any product or service offered by the manufacturer through the Vendor named on the purchase order.
14. **WARRANTY** - Vendor shall warrant all products to be free from defects in both materials and workmanship and will guarantee replacement and/or full refund of the purchase price. Warranty period shall begin on the date that the article is placed into service by the District. Vendor shall continue to provide warranty service until all warranties have expired for all products ordered.
15. **SAFETY** - Vendor shall ascertain from District all rules and regulations about safety, security, and driving on school grounds. Vendor shall maintain safety on District property. In an emergency affecting life and safety of property, Vendor may act to prevent loss or injury. Any equipment and/or installations ordered on this purchase order must conform with safety orders of the California Division of Industrial Safety, and the minimum requirements of the California Occupational Safety and Health Administration, when applicable.
16. **SAFETY DATA SHEETS (SDS)** - Vendors are required to provide Safety Data Sheets (SDS) from the manufacturer for all products that contain hazardous material as defined by Title 8 California Code of Regulations. The SDS is required for all hazardous merchandise being shipped.
17. **HOLD HARMLESS** - Vendor agrees to save, keep and bear harmless District and all officers and agents thereof from all damages, costs or expenses in law or equity that may at any time arise or be set up because of injuries to persons or property arising by reason of, or in the course of, the performance of this purchase order, or by reason of any infringement or alleged infringement of the patent rights of any persons, firm or corporation in consequence of the use of any material, supply or services furnished under this purchase order. Vendor, at his own cost, expense and risk, shall defend any and all actions, suites or legal proceedings that may be brought or instituted against District or officers or agents thereof on any such claim or demand, and pay or satisfy any judgement that may be rendered against District or officers or agents thereof in any action, suite or legal proceedings.
18. **ASSIGNMENT** - Vendor shall not assign, transfer, convey, sublet, or otherwise dispose of this purchase order or any part hereof, or any rights accruing hereunder, title or interest herein, funds to be received hereunder, or any power to execute the same without the consent in writing of District. Notice is hereby given that District will not honor any assignment made by Vendor unless consent in writing, as indicated above, has been given.
19. **ANTI-DISCRIMINATION/EQUAL OPPORTUNITY** - In executing the purchase order, Vendor agrees that there will be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Vendor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, Vendor agrees to require the same compliance by all of its subcontractor(s).
20. **INSURANCE** - Vendor, upon the request by the District, shall carry and maintain, during the period of performance, depending on the commodity or service performed, provide minimum Comprehensive General Liability (combined limit of not less than \$2,000,000.00 per occurrence), Contractual Liability (combined single limit of not less than \$2,000,000.00 per occurrence), Comprehensive Automobile Liability (combined single limit of not less than \$2,000,000.00 per occurrence, and Workers' Compensation Insurance (in an amount conforming to and as required to meet all applicable labor codes for the State of California and which specifically covers all persons providing services on behalf of Vendor and all risks to such persons under this purchase order).

21. **INDEPENDENT CONTRACTOR** - For the duration of this purchase order, Vendor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of District. Vendor is liable for its actions, including negligence, gross negligence, and acts or omissions of its agents or employees.
22. **SUBCONTRACTORS** - District reserves the right to approve any subcontractors engaged in any work pertaining to this purchase order. Vendor agrees to bind every subcontractor to the terms of this purchase order. Vendor is fully responsible for the work or products of any subcontractor. District does not have any contractual relations with any subcontractors.
23. **DISPUTES** - In the event of a dispute between the Parties as to the quality of the products, the interpretation of this purchase order, or payment or nonpayment, the Parties shall attempt to resolve the dispute in good faith. Disputes may be determined by mediation, if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District. Pending resolution of the dispute, Vendor agrees it will neither rescind the purchase order nor stop performance.
24. **COMPLIANCE WITH LAWS** - Vendor shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies, and procedures in performing under this purchase order. Vendor warrants that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this purchase order and shall, upon request by District, provide evidence of same.
25. **TOBACCO USE POLICY** - All District sites are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.
26. **ALCOHOL AND DRUG-FREE WORKPLACE** - Vendor hereby certifies under penalty of perjury under the laws of the State of California that Vendor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.)
27. **TERMINATION** - District reserves the right to terminate all or part of this purchase order for convenience or cause following a written notice to Vendor. In the event of termination, District will pay the total amount of any undisputed remaining unpaid invoices.
28. **RECORD RETENTION AND INSPECTION** - Vendor agrees that District shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent records pertaining to this purchase order. All records shall be kept and maintained by the Vendor and made available to District during the entire term of this purchase order and for a period not less than five (5) years after final payment hereunder by District.
29. **DEBARMENT AND SUSPENSION CERTIFICATION**
 - a. By entering into this purchase order, Vendor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32, or 34 CFR 85.
 - b. By entering into this purchase order, Vendor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - ii. Have not within a three-year period preceding this purchase order been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(ii) herein; and
 - iv. Have not within a three-year period preceding this purchase order had one or more public transactions (Federal, State or local) terminated for cause or default.
 - v. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - vi. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Vendor is unable to certify to any of the statements above, the Vendor shall submit an explanation to the District.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Vendor knowingly violates this certification, in addition to other remedies available to the Federal Government, the District may terminate this purchase order for cause or default.

30. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED** - Each and every provision of law and clause required by law to be inserted in this purchase order shall be deemed to be inserted herein and the purchase order shall be read and enforced as though it were so inserted and included.

31. **COMPLETE AGREEMENT** - The purchase order, these terms and conditions, and any attachments and exhibits, specifications, drawings, notes, instructions, and other documents, whether physically attached or incorporated by reference, constitute the entire and complete agreement between District and Vendor.