

CUCAMONGA SCHOOL DISTRICT – TERMS & CONDITIONS

1. INVOICES – Separate invoices are required for each purchase order. Invoices shall clearly state the purchase order number, item number, item description, quantity, unit price and extended totals for items delivered. Sales tax, where applicable, shall be shown separately. It shall be understood that the cash discount period to the District will date from the receipt of the invoice and not from the date of the invoice. Purchase order number must appear on all invoices, packing slips, packages and correspondence. DISTRICT WILL NOT BE RESPONSIBLE FOR ANY GOODS/SERVICES DELIVERED WITHOUT A PURCHASE ORDER SIGNED BY AN AUTHORIZED AGENT. Invoices shall be sent to: Cucamonga School District, Attn: Accounts Payable, 8776 Archibald Avenue, Rancho Cucamonga, CA 91730.
2. PAYMENT – The District shall make payment for materials, supplies, or other services furnished under this contract Net 30 days of receipt of a valid invoice after acceptance thereof by the authorized District representative. The District shall not be responsible for payment of any invoices that are received later than one (1) year after receipt of the goods/services shown on the face of this Purchase Order. Should the vendor utilize subcontractors on a project, the District will retain ten percent (10%) of the project cost for a period not to exceed sixty (60) days after the Notice of Completion has been filed. The District may withhold a sufficient amount or amounts of any payment or payments otherwise due to the vendor as in its judgment may be necessary to cover:
 - a. Payments which may be past due and payable for just claims against the vendor or any subcontractors for labor or materials furnished in the performance under this Purchase Order.
 - b. The cost of defective work which the vendor has not remedied.
 - c. Penalties for violation of labor laws.
 - d. Damage to the District or another subcontractor.
 - e. Site clean-up.
3. SHIPMENTS – All items shown on this Purchase Order shall be shipped F.O.B. Destination unless otherwise noted on the Purchase Order. If vendor cannot ship order without delay, vendor shall immediately notify the District of that fact and of the probable delivery date. In the event of vendor's failure to deliver as and when specified, District reserves the right to cancel this order or any part thereof without prejudice to its other rights, and vendor agrees the District may return part or all of any shipment received, and may charge vendor with any loss or expense sustained as a result of such failure to deliver. Delivery times are between the hours of 7:30 am and 3:00 pm, Monday-Friday, except holidays.

All orders must be received by June 30 of the current fiscal year. The District will deem all items on this order not received by June 30 to be cancelled as of June 30. All items received after June 30 will be returned at the vendor's expense, unless a longer delivery period is specified in the invitation to bid or on the face of the Purchase Order.
4. WARRANTIES – Vendor warrants that the goods will conform to the description and any applicable specifications, and shall be of good merchantable quality and fit for the known purpose for which they are sold. This warranty is in addition to any express warranty or serve guarantee given by vendor to the District. Vendor warrants that the goods are free and clear of all liens and encumbrances and that vendor has a good, marketable title to same at the time title passes to District. Vendor represents and warrants that no federal or state statute, regulation or municipal ordinance has been or will be violated in the manufacturing, sale and delivery of any product or services sold and delivered hereunder, and if such violation has or does occur, vendor will indemnify and hold harmless District from all loss, penalties, or the payment of all sums of money because such violation.

In the event any goods sold or delivered hereunder shall be covered by any patent, copyright, or application thereof, or other rightful claim of any third person, vendor shall indemnify and hold harmless District from any and all loss, cost or expense of such goods in violation of rights under such patent, copyright application, or other right-claim of any third person.
5. OSHA COMPLIANCE – No product or substance will be accepted unless accompanied by the appropriate Safety Data Sheet (SDS). Payment will be withheld until delivery of the SDS.
6. VENDOR LIABILITY – In the event any goods sold or delivered hereunder shall be defective in any respect whatsoever, vendor shall indemnify and hold harmless District, its officers, agents, employees and volunteers from all loss or the payment of all sums of money by reason of all accidents, injuries or damages to persons or property that may happen or occur in connection with the use of such goods. Vendor will hold District, its officers, agents, employees and volunteers harmless from any or all damages or liability arising out of death or injuries to persons or damage to property proximity caused by the negligence of vendor or its agents, servants or employees. Vendor, at his/her own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees, on any claim, demand, or liability referred to above, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. The District shall have the right to accept or reject any legal representation that the Vendor proposes to defend the District.
7. COMPLIANCE – No waiver of a breach of any provisions or any part of any provision of this Purchase Order shall constitute a waiver of any other breach of such provision or any other provisions. District may at any time insist upon strict compliance with these terms and conditions, notwithstanding any custom, practice, course of dealing or usage of trade to the contrary.
8. PREVAILING WAGE – Vendor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 (Public Works Labor Code Provisions), including but not limited to the payment of the general prevailing rates for public works projects of more than \$1,000 (§1771.1(n)), hiring of apprentices (§1777.5), working hours (§1813), and payroll records (§1776). Vendors involved in a public works project as defined in Labor Code §1720 shall be registered with the Department of Industrial Relations pursuant to Labor Code §1725.5 on projects over \$15,000 (maintenance) or \$25,000 (new construction/modernization projects) (§1771, §1725.5(f)).
9. ASSIGNMENT OF CONTRACTS – Vendor 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 surety bond, if any, and the Cucamonga School District.
10. ENTIRE AGREEMENT – The provisions contained herein constitute the entire agreement and supersede all previous communications, representations, and agreements, either verbal or written, between the parties herein with respect to the subject matter hereof.
11. INDEPENDENT CONTRACTOR – Those vendors hired by the District to perform services shall agree to the following and will meet the IRS requirement for qualification as an independent contractor:

I certify that I am an independent contractor and not an agent of the District as defined under California and federal law and that I do not require workers' compensation coverage.
12. ANTI-DISCRIMINATION – It is the policy of the Board of Trustees, in connection with all work performed under construction and purchasing contracts, that there be no discrimination against any employees engaged in the work because of race, color, ancestry, sex, sexual orientation, marital status, national origin, or religious creed. Therefore, the 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. In addition, the Vendor agrees to require like compliances by all subcontractors employed on the work by him/her.
13. SUBSTITUTIONS – No substitutions of goods or materials specified shall be made without the prior written approval of the District.
14. RETENTION OF DOCUMENTS – Pursuant to and in accordance with the provisions of Government Code section 8546.7, and any amendments thereto, all books, records, and files of the District, the Vendor, or any subcontractor connected with the performance of the Contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the California State Auditor for a period of three (3) years after final payment is made under the Contract. The Vendor shall preserve and cause to be preserved such books, records, and files for the duration of the audit period.