

## RIALTO UNIFIED SCHOOL DISTRICT ("RUSD") PURCHASE ORDER TERMS & CONDITIONS ("T&C")

1. **DEFINITIONS:** "District or RUSD" as used herein shall mean the Rialto Unified School District, its officers, officials, and employees. "Vendor" as used herein shall mean the Seller or Supplier of goods or services named on the face of this Purchase Order and all individuals, officers, directors, employees, agents, contractors, or subcontractors of such Seller or Supplier. While engaged in carrying out the terms and conditions of the purchase, the Vendor is an Independent Contractor, and not an officer, employee or agent of District.
2. **ACCEPTANCE:** Vendor accepts this Purchase Order ("PO") solely on the basis of the terms and conditions on the face and back hereof. Additional terms on Vendor's form(s) or quote(s) are rejected and shall be deemed a material alteration hereof, unless such terms are incorporated by direct reference on the face of this Purchase Order, attached hereto as applicable or as expressly accepted in writing by District. Notwithstanding the aforementioned, the District may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary. The terms and conditions as part of an executed contract associated with this PO will supersede the corresponding terms and conditions below. All other terms and conditions will remain in full force and effect.
3. **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 notification.
4. **PURCHASE ORDER TERM:** The term of this Purchase Order shall be for the current RUSD Fiscal Year in which the Purchase Order is issued. A traditional RUSD 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 in which the Purchase Order is issued. If items or services are not expected to arrive by June 30, please contact Purchasing Services immediately at (909) 873-4326 ext. 2113. 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.
5. **DELIVERY:** Time is of the essence. All items must be delivered to the location specified on Purchase Order unless authorized by the Districts Purchasing Services Area. 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 two (2) packing slips, 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.
6. **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, are not in accordance and conformity with such specifications shall be rejected and promptly removed from the District premises at the Vendor's expense.
7. **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 or not the contract is canceled in whole or in part, purchase the materials, supplies or services elsewhere without notice to the Vendor.
8. **ASSIGNMENT OF PURCHASE:** Vendor shall not assign or transfer by operation of law or otherwise any of all of its rights, burdens, duties or obligations without the prior written approval of the District.
9. **TERMINATION:** The District reserves the right to terminate this Purchase Order for its own convenience at any time by providing notice to the vendor. All blanket, standing, or open Purchase Orders shall automatically terminate at the end of District's fiscal year without prior notice to Vendor.
10. **TAXES:** The District tax rate is based on where the products are received. The Vendor will not include taxes in unit prices or labor rates used for billing purposes unless otherwise agreed. Tax may be separately itemized.
11. **WARRANTY:** All products, materials, or services furnished under the purchase shall be in accordance with Districts specifications and guaranteed to be new and free from faulty design or workmanship. If upon inspection, any item is found defective or of inferior quality, the District may return such item to Vendor at Vendor's expense. Payment for any item prior to inspection shall not be construed to be an acceptance of an unsatisfactory or defective item. The Vendor shall reimburse the District for any amount paid to the Vendor for such returned items.
12. **HEALTH & SAFETY:** All materials, equipment, and supplies must meet all Federal, State, and local requirements regarding Health and Safety. All shipments of hazardous and toxic material must include Safety Data Sheets ("SDS") pursuant to OSHA's Hazard Communication Rule 29 CFR 1919.1200, with copies sent to the Purchasing Department referencing the Purchase Order number.
13. **DELIVERY/F.O.B. DESTINATION:** Unless otherwise specified, the Vendor shall be responsible for delivery and shall pay all related shipping costs, including prepaid freight changes. Time and manner of delivery are material factors in proper performance under the purchase. In the event of the Vendor's failure to deliver goods or services by the end of District's fiscal year following the date of this Purchase Order, or as specified in a bid or contract document, the District reserves the right, and the Vendor agrees that District may return part or all of any shipment so made, and may charge Vendor with any loss or expense sustained as a result of such failure.
14. **NON-LIABILITY OF THE DISTRICT:** The District shall not be responsible 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 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.
15. **HOLD HARMLESS CLAUSE:** The VENDOR shall hold harmless and indemnify the District and the RUSD 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 and
  - 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.
16. **INSURANCE:** The Vendor shall maintain insurance adequate to protect it 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 contract. The VENDOR may be required to file with the District certificates of such insurance. Failure to furnish such evidence, if required, shall be considered a default by the Vendor.
17. **PERMITS AND LICENSES:** The vendor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles, or services herein listed. All operations and materials shall be in accordance with law.
18. **GOVERNING LAW:** These T&Cs, and any disputes arising out of them, shall be governed by the laws of California with venue in San Bernardino County, without regard to its conflict of laws principles.
19. **INVOICES AND PAYMENT:** Unless otherwise specified, the Vendor shall render invoices in duplicate for goods or services provided to the Accounts Payable Office at the address listed on the face of this Purchase Order. All invoices must indicate the assigned Purchase Order number. Invoices must also conform to the line items and unit prices in the Purchase Order. Unless otherwise noted, the District shall make payments on a Net-30 day basis or within a reasonable time after the Vendor has completed its obligations hereunder and payment approval is granted by the authorized by an authorized District Representative.
20. **ANTI-DISCRIMINATION:** The Vendor agrees to adhere to all applicable laws that prohibit discrimination on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.
21. **DEBARMENT CERTIFICATION:** The Vendor certifies that its company, and its principals have not been debarred, suspended, proposed for debarment, declared ineligible, are not in the process of being debarred, or are voluntarily excluded from conducting business with a federal department or agency of the federal government.
22. **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 than one thousand dollars (\$1,000). Contractors and/or sub-contractors must be registered with the DIR pursuant to Labor Code section 1725.5.
23. **VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** The Vendor is an independent contractor, and not an officer, employee, or agent of the District.
24. **EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS:** Executive Order N-6-22 ("the EO") regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Vendor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this PO.