



## Attachment A

50 Santa Rosa Ave., 5<sup>th</sup> Floor  
Santa Rosa, CA 95404

# Purchase Order

*Dispatched via Email*

P.O. # \_\_\_\_\_  
Order Date: \_\_\_\_\_  
SCP Contact: \_\_\_\_\_

Payment Terms: Net 30  
Freight Terms: FOB Destination  
Liquidated Damages Applicable (Per Day): \$500

Vendor Name:	
Address:	
Email:	
VENDOR CONTACT:	
Authorized Subcontractors (if Any):	

Ship To:	
(Designated Location)	
SCP CONTACT:	

SHIPPING SERVICE	SHIPPING METHOD	DELIVERY DATE

ANY ADDITIONAL ITEMS OUTSIDE OF FURNITURE COST SUMMARY	QUANTITY	UNIT PRICE

Subtotal	
Sales Tax	
Shipping Charge	
Order Total	

\_\_\_\_\_  
VENDOR SIGNATURE

\_\_\_\_\_  
SCP REPRESENTATIVE SIGNATURE

## SONOMA CLEAN POWER AUTHORITY PURCHASE ORDER TERMS AND CONDITIONS

1. Acceptance. By accepting this PO ("PO"), Vendor (as identified on the face of the PO) agrees to comply with Sonoma Clean Power Authority's ("SCP") terms and conditions set forth herein. Vendor shall sell and deliver the goods, materials, and services ("Goods and Services") described at the Price(s) set forth in this PO to the Designated Location set forth on the PO. Written acceptance or shipment of all or any portion of the Goods, and the performance of all or any portion of the Services, covered by this PO shall constitute unqualified acceptance of all its terms and conditions.

2. Time of Delivery. Time is of the essence in the performance and/or delivery of services and/or items procured by this PO. Vendor shall deliver all Goods and Services by the date listed to the location specified on this PO. Failure to deliver on time shall be grounds for termination of this PO and/or including liquidated damages as agreed to in the PO.

3. Acceptance and Payment Terms. Acceptance shall be made when SCP determines the goods or services conform to the Order, or when SCP notifies Seller in writing that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are Net thirty (30) days. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to SCP. Vendor's invoice must easily match the unit prices listed on PO and must include the SCP approved PO number. SCP is not exempt from California sales or use tax.

4. Title. All shipments are F.O.B. Destination to the designated locations set forth on the PO. Vendor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all Goods under this PO. Vendor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to defend and hold SCP free and harmless against any and all claimants to said article, material or work. As set forth above, title to the materials and supplies purchased hereunder shall pass to the SCP at the F.O.B. Destination at the point designated on the face hereof, subject to the right of SCP to reject upon inspection.

5. Freight Costs. Prices quoted in the PO shall include all freight costs and ownership transfers to SCP at SCP's location. Freight shall be prepaid and added to the invoice with ownership transferring to SCP when delivery is completed to SCP's location. Freight or Shipping charges (separate from handling) as well as tax, if applicable, must be shown on the invoice as a separate line item.

6. Taxes. Unless otherwise provided herein or required by law, Vendor assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of this PO; and Vendor shall

indemnify and hold harmless SCP from any liability and expense by reason of Vendor's failure to pay such taxes or contributions.

7. Warranty and Quality Inspection. Vendor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to SCP's inspection; but neither SCP's inspection nor failure to inspect shall relieve Vendor of any obligation hereunder. If, in SCP's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Vendor shall promptly replace same at Vendor's expense. No acceptance or payment by SCP shall constitute a waiver of the foregoing, and nothing herein shall exclude or limit any warranties implied by law. The warranty period shall begin upon acceptance by SCP. As a minimum, all goods, equipment and services shall be warranted to operate satisfactorily in accordance with the requirements of these specifications, representations of the Vendor and the published specifications of the manufacturer(s) for a period of at least one (1) year. If repairs cannot be made at SCP's location, Vendor shall transport/ship the equipment to a repair facility. All repairs must be completed, and the equipment returned to SCP within seventy-two (72) hours of a call for service. If the Vendor fails to have the equipment repaired within seventy-two (72) hours, the Vendor shall provide an equal "loaner" piece of equipment until SCP's equipment is returned in operating condition.

8. Collusion and Financial Interest. The Vendor stipulates that no SCP officer or employee shall be financially interested, either directly or indirectly, in any contract, sale, purchase or lease to which SCP is a party.

9. Assignment or Subcontracting: No performance of this PO or any portion thereof may be assigned or sub-contracted by the Vendor without the express written consent of SCP, which may be withheld for any reason. Any attempt by the Vendor to assign or sub-contract any performance of this PO without the express written consent of the SCP shall be invalid and shall constitute a breach of this PO.

10. Right to Cancel/Termination. With five (5) days advance notice, SCP shall have the right to cancel this PO at any time. SCP will only pay for any Goods or Services ordered and accepted by SCP. Any payments made in advance will be returned to SCP on a prorated basis with SCP only paying for those Goods or Services actually provided.

11. Compliance with Law. Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under this PO. Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All equipment and materials shall comply with all Federal, State and local safety rules and regulations including all applicable federal and state OSHA requirements.

12. Licenses and Permits. 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 furnishing of materials, articles, or services herein listed. All operation & materials shall be in accordance with the law.

13. Governing Law; Venue. This PO shall be deemed to be made in the County of Sonoma, State of California and shall in all respects be construed and governed by the laws of the State of California.

14. Indemnification. Vendor agrees to accept all responsibility for loss or damage to any person or entity, including the SCP, and to indemnify, hold harmless, and release the SCP, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Vendor, that arise out of, pertain to, or relate to Vendor's performance of or obligations or omissions under the PO. Vendor agrees to provide a complete defense for any claim or action brought against the SCP based upon a claim relating to Vendor's performance or obligations or omissions under the PO. Vendor's obligations under this Section apply whether or not there is concurrent negligence on the SCP's part, but to the extent required by law, excluding liability due to the SCP's conduct, specifically SCP's sole negligence, active negligence or willful misconduct. SCP shall have the right to select its legal counsel at Vendor's expense, subject to Vendor's approval, which shall not be unreasonably withheld. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this section on indemnity. Vendor's obligation to indemnify SCP shall not be restricted to insurance proceeds.

15. Insurance. Vendor shall maintain Worker's Compensation insurance as required by statute and Commercial General Liability insurance adequate to protect Vendor and Vendor's obligations hereunder to protect SCP from claims due to personal injury, including death, and damage to property, which may arise from operation under this PO. The Vendor may be required to file with SCP certificates of such insurance. Failure to furnish such evidence, if required, may be considered a material default of the Vendor.

16. Entire Agreement. This PO contains the entire understanding between the parties with respect to the subject matter herein. There are no representations,

agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

17. Exhibits. If the attachments or exhibits to this PO, if any, are inconsistent with this PO, this PO shall control. In the event of any conflict between the attachments or exhibits to this PO, the Special Provisions exhibit (if attached by SCP) shall control.

18. Change Orders. SCP has the right to revoke, amend or modify this PO at any time. Any change to the PO must be completed with a written Change Order in advance. If SCP does not receive a response within (10) days of the date of SCP's written change order, or the Vendor ships or performs based on the Change Order, the Change Order will be deemed accepted by Vendor, without any price or other adjustments. Substitutions, changes and prices other than specified must be authorized in writing by SCP.

19. Additional or Inconsistent Terms. Any term or condition set forth in any acknowledgment form provided to SCP by Vendor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the PO will not become a part of the PO nor be binding on SCP. If Vendor objects to any term or condition set forth in the PO, this objection must be in writing and received by SCP prior to Vendor's delivery of product(s) or services. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by SCP.

20. Default. If the Vendor willfully violates any of the conditions or covenants of the PO, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by the PO, or if the Vendor should be adjudged a bankrupt, or if Vendor should make a general assignment for the benefit of Vendor's creditors, or if a receiver should be appointed on account of Vendor's insolvency, or the Vendor or any of Vendor's subcontractors should violate any of the provisions of this PO, SCP may serve written notice upon the Vendor of SCP's intention to terminate this PO. This notice of intent to terminate shall contain the reasons for such intention to terminate this PO, and a statement to the effect that the Vendor's right to perform this PO shall cease and terminate upon the expiration of five (5) days unless such violations have ceased and arrangements satisfactory to SCP have been made for correction of said violations.

EXHIBIT A  
to PURCHASE ORDER NO. [REDACTED]

SPECIAL PROVISIONS

1. Proposers must hold a valid and current California D-34 license and registration with DIR are required for installation of Furniture. California License and DIR registration numbers must be identified in a Proposer's Bid Submittal Documents (Attachment D).
2. SCP will require the successful Vendor to conduct thorough field verification at the AEC site and to notify SCP of any conditions which affect Furniture or installation including clearance, power/ data outlets, wall mounted control devices, ADA access, etc. The successful Vendor must agree to conduct this field verification at no additional cost to SCP.
3. SCP reserves the right to assess liquidated damages at \$500 for each day of delay beyond that deadlines/milestones for Furniture procurement/purchase, delivery or installation set forth in the contract negotiated between SCP and the successful Vendor.
4. The Vendor must coordinate delivery and installation of all Furniture with SCP Programs Manager. Installation shall include spotting, leveling and any and all assembly needed at the site.
5. NO ON-SITE STORAGE IS AVAILABLE TO VENDORS. Storage of items prior to installation is the responsibility of the selected vendor. SCP may, in its sole discretion, make an exception and allow for Vendor storage; however, any such exception must be authorized by SCP in writing, in advance. Vendors should assume no on-site storage is available when making proposals.
6. Vendor must deliver all furniture directly to the Advanced Energy Center at 741 4th St, Santa Rosa, CA 95403 and no other SCP location. Delivery trucks must have their own lift gates. No SCP equipment, i.e. forklifts, etc. will be available for use by the Vendor.
7. Vendor must, in accordance with all applicable laws, dispose of all packing and packing materials or other debris and remove it from the site.
8. Vendor must remove (and transfer to SCP, as applicable) all warranties, manuals, and literature and deliver to SCPs Program Manager.
9. Payment terms are listed in SCPs Standard Contract (see Attachment A).
10. Vendors are required to bid on all furniture and requested quantity as indicated on the Furniture Cost Summary Form (Attachment D2/D3). Bids must include all equipment and administrative costs, storage and delivery charges, and installation costs. Bids not meeting the quantity requested may not be accepted or considered by SCP. Total installation cost indicated on the Furniture Cost Summary Form (Attachment D2/D3) will be used to establish the not-to-exceed amount in SCP's Standard Contract.
11. Proposals for substitutions must be equivalent, as determined in SCP's sole discretion, in regards to materials, construction, quality, fit and finish. A physical sample in any proposed substitute finishes will be required at the time of bid submission along with manufacturer's warranty. ALL proposed substitutions must be clearly indicated on the Bid Furniture Cost Summary Form- Substitutions (Attachment D3).
12. The successful Proposer will be required to submit furnish samples, fabrics and shop drawings for review and approval.
13. The Vendor must follow City of Santa Rosa parking requirements. Vendor may not block fire lanes or entrances with vehicles, except as consistent with applicable law. Vendor agrees to inform itself of applicable parking and coordinate its parking and delivery approach with SCPs Programs Manager.

[END OF EXHIBIT A]



EXHIBIT B  
to PURCHASE ORDER NO. [REDACTED]

PREVAILING WAGE REQUIREMENTS

1. General. Pursuant to California Labor Code § 1720 *et seq.*, this Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes.
2. Rates. These prevailing rates are on file with SCPA and are available online at <http://www.dir.ca.gov/DLSR>. Each Contractor and Subcontractor must pay no less than the specified rates to all workers employed to work on the Project. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work must be at least time and one-half.
3. Compliance. The Agreement will be subject to compliance monitoring and enforcement by the DIR, under Labor Code § 1771.4.
4. Discrimination Prohibited. Discrimination against any prospective or present employee engaged in the Work on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status is strictly prohibited. Consultant and its Subconsultants are required to comply with all applicable Laws prohibiting discrimination, including the California Fair Employment and Housing Act (Govt. Code § 12900 *et seq.*), Government Code § 11135, and Labor Code §§ 1735, 1777.5, 1777.6, and 3077.5. This requirement is in addition to those set forth in Section 15 of the Agreement.
5. Labor Code Requirements.
  - 5.1. Eight Hour Day. Pursuant to Labor Code § 1810, eight hours of labor constitute a legal day's work under this Agreement.
  - 5.2. Pursuant to Labor Code § 1813, Consultant will forfeit to SCPA as a penalty, the sum of \$25.00 for each day during which a worker employed by Consultant or any Subconsultant is required or permitted to work more than eight hours in any one calendar day or more than 40 hours per calendar week, except if such workers are paid overtime under Labor Code § 1815.
  - 5.3. Apprentices. Consultant is responsible for compliance with the requirements governing employment and payment of apprentices, as set forth in Labor Code § 1777.5, which is fully incorporated by reference.
  - 5.4. Notices. Pursuant to Labor Code § 1771.4, Consultant is required to post all job site notices prescribed by Laws.
  - 5.5. Prevailing Wages. Each worker performing Work under this Agreement that is covered under Labor Code §§ 1720 or 1720.9, including cleanup at the Project site, must be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with SCPA and available online at <http://www.dir.ca.gov/dlsr>. Consultant must post a copy of the applicable prevailing rates at the Project site.
  - 5.6. Penalties. Pursuant to Labor Code § 1775, Consultant and any Subconsultant will forfeit to SCPA as a penalty up to \$200.00 for each calendar day, or portion a day, for each worker paid less than the applicable prevailing wage rate. Consultant must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker.
  - 5.7. Federal Requirements. If this Project is subject to federal prevailing wage requirements in addition to California prevailing wage requirements, Consultant and its Subconsultants are required to pay the higher of the currently applicable state or federal prevailing wage rates.
  - 5.8. Payroll Records. Consultant must comply with the provisions of Labor Code §§ 1776 and 1812 and all implementing regulations, which are fully incorporated by this reference, including

requirements for electronic submission of payroll records to the DIR.

- 5.9. Consultant and Subconsultant Obligations. Consultant and each Subconsultant must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Services. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- 5.9.1. The information contained in the payroll record is true and correct; and
- 5.9.2. Consultant or the Subconsultant has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Services performed by its employees on the Project.
- 5.10. Certified Record. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to SCPA, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.
- 5.11. Enforcement. Upon notice of noncompliance with Labor Code § 1776, Consultant or Subconsultant has ten (10) days in which to comply with the requirements of this section. If Consultant or Subconsultant fails to do so within the ten (10) day period, Consultant or Subconsultant will forfeit a penalty of \$100.00 per day, or portion a day, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Consultant.

[END OF EXHIBIT B]

EXHIBIT C  
to PURCHASE ORDER NO. [REDACTED]

CEC GRANT TERMS AND CONDITIONS

Vendor understands and acknowledges that this Project is partially funded by a grant from the California Energy Commission ("CEC"). As such, it is required that Vendor and its subcontractors (if any) must comply with all requirements set forth in the EXHIBIT C - ELECTRIC PROGRAM INVESTMENT CHARGE (EPIC) STANDARD GRANT TERMS AND CONDITIONS, modified 11/16/17 (EPC-17-01 Sonoma Clean Power Authority) (the "CEC Grant Terms and Conditions") (the "CEC Terms"), including requirements such as prevailing wage. Because SCP must comply with the CEC Terms as a condition of receipt of grant funding, Vendor acknowledges that SCP cannot modify the CEC Terms.

All flow-down provisions and other requirements for SCP contractors, consultants and subcontractors set forth in the CEC Terms apply to Vendor and its subcontractors (if any).

CEC Grant Terms and Conditions available at:

<https://sonomacleanpower.org/uploads/documents/EPIC-Grant-17-041-Exh-C-TsCs.pdf>

[END OF EXHIBIT C]