

PALM SPRINGS UNIFIED SCHOOL DISTRICT

General Terms and Conditions

1. **PAYMENTS** – Prices and amounts shown herein are the maximum amounts authorized for payment under this order (excluding handling/delivery charges unless specified herein). Payment shall not deviate from amounts listed herein without prior approval by the office of the Director of Purchasing, at which point a revised purchase order shall be issued.
2. **INVOICES** – Separate invoices are required for each purchase order and shall be payable NET 30. Invoices may be either mailed or sent electronically, unless otherwise specified and shall contain the following information: purchase order number, item number, description, quantity, unit price and extended totals for items delivered. Sales Tax, where applicable shall be shown separately. Handling and Delivery charges shall be identified in accordance with Section 5 of these General Terms and Conditions. Failure to enter the above information on the invoice may cause a delay in payment.
3. **VARIATION IN QUANTITY OR PRODUCT** – No variation in the quantity or of the product shipped for this order shall be accepted (unless agreed to and specified elsewhere in this order) without prior approval by the office of the Director of Purchasing, at which point a revised purchase order shall be issued.
4. **DISCOUNTS** – For any discount offered, the discount period shall begin on the date of delivery and acceptance at destination, and/or the date the correct invoice is received in the Accounts Payable office, and/or on the date final approval for payment is authorized if an adjustment in payment is necessary due to damage, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the warrant.
5. **SHIPPING** – Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where specific authorization is granted to ship goods F.O.B. Shipping Point, the vendor shall prepay all shipping charges, route goods by the least expensive freight service (unless authorized in writing to ship by other means) and bill Palm Springs Unified School District for the actual handling/delivery charges paid. Invoices containing handling/delivery charges shall include either the original or copy of the prepaid Bill of Lading. Claims for handling/delivery charges which are not properly supported will not be paid. This does not apply to US Mail, UPS Charges, FedEx, or other common carriers.
6. **INSPECTION AND ACCEPTANCE** – Inspection and acceptance will be at destination, unless otherwise provided. Regardless of the F.O.B. point, the vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery; and such loss, injury or destruction shall not release the vendor from an obligation hereunder.
7. **PACKAGING** – All items shall be prepared and packaged for shipment in a manner that will prevent damage in transit. Palm Springs Unified School District is not liable for extra charges for packing or cartage unless specified elsewhere in this order. Vendor shall mark the purchase order number on each container.
8. **CAL-OSHA** – The vendor certifies, by shipment that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. Material Safety Data Sheets (MSDS) need to accompany all applicable chemicals.
9. **WARRANTY** – The vendor agrees that all supplies, equipment or services furnished under this order shall be covered by the most favorable commercial warranties that the vendor provides any customer for such products or services and that the rights and remedies provided therein are in addition to and do not limit any rights afforded to the Palm Springs Unified School District by any other provision of this order.
10. **EXCUSABLE DELAYS** – The vendor shall be excused from performance hereunder during the time and to the extent that prevents the vendor from obtaining, delivering or performing by acts of God, fire, strike, lockout or

commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to Palm Springs Unified School District, provided that it is satisfactorily established that the non-performance is not due to negligence or any fault on the vendor's part.

11. INDEPENDENT CONTRACTOR – While providing the supplies or services ordered herein, the vendor is an independent contractor and not an officer, employee or agent of the District.
12. DEFAULT BY SHIPPER – Failure to comply with any of the terms and/or conditions of this purchase order shall constitute default by the vendor.
13. ASSIGNMENT OF PURCHASE ORDER – The 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 consent of the Palm Springs Unified School District.
14. HOLD HARMLESS – The vendor shall hold harmless and indemnify the Palm Springs Unified School District, its officers, agents, and employees from every claim, demand, or liability which may be made by reason of:
 - a. An injury to property to person including death, sustained by the vendor or by any person, firms or corporation employed by the vendor, directly or indirectly upon or in connection with the services hereunder, however caused; and
 - b. Any injury to property or person, including death, sustained by any firm or corporation, caused by any error, omission, neglect or torturous act of the vendor, its officers, agents or employees, upon or in connection with the services hereunder, whether the injury or damage occurs upon or adjacent to the premises whose services hereunder are performed;
 - c. The vendor, at its own expense, cost and risk shall defend any and all actions, suits or other proceedings, that may be brought or instituted against the Palm Springs Unified School District or any such claim, demand or liability and pay or satisfy any judgement that may be rendered against the Palm Springs Unified School District, its officers, agents or employees in any such action, suit or other proceeding as a result of A and/or B above.
15. LAW – This purchase order is governed by the laws of the State of California.
16. PERMITS/LICENSES – Vendor and its employees shall secure and maintain in force such permits and licenses as required by law in connection with the furnishing of goods or services pursuant to this purchase order.
17. INSURANCE - As required by law, Vendor acknowledges Vendor's obligation to obtain appropriate insurance coverage in accordance with the requirements listed below for the benefit of the District and Vendor's employees, if any. Vendor further agrees that all insurance coverage shall comply with the detailed requirements set forth in Attachment "B" - Palm Springs Unified School District Insurance Requirements, which is incorporated by reference.
 - (a) The Vendor shall carry Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the State of California.
 - (b) The Vendor shall carry Comprehensive General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, and Auto Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage liability per occurrence.
 - (c) The Vendor shall carry Professional Liability Insurance, including contractual liability, with limits of not less than One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) aggregate. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that Vendor subcontracts any portion of Vendor's duties, Vendor shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

(d) Additional insurance requirements, as applicable, as outlined in Attachment "B" include:

- Sexual Molestation/Misconduct Liability Insurance if Vendor may be alone with students.
- Cyber Liability Insurance if Vendor collects, stores, transmits, or has access to student or confidential data.

Each policy of insurance required in items (a)-(d) above shall by separate endorsement:

- Name District and its officers, agents and employees as additional named insureds;
- State that, with respect to the operations of Vendor hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance;
- State that not less than thirty (30) days' written notice shall be given to District prior to cancellation;
- Waive all rights of subrogation.

18. DAMAGE TO DISTRICT PROPERTY – Vendor shall restore District owned property damaged as a result of carrying out any portion of their contract with the District to its original condition at the vendor's expense. Vendor shall notify the District not less than five (5) workdays in advance of necessity for vehicles or heavy equipment to cross any turf of lawn area. Vendor shall be liable for any damage and/or vandalism to the project during the performance of this contract or as a result of storing materials on site in an unauthorized and/or unsecured manner.

19. FINGERPRINTING REQUIREMENTS – Vendor will comply with fingerprinting requirements pursuant to California Education Code Section 45125.1 that states if any vendor or employees of the vendor providing services might have any contact with any underage pupils (younger than 18 years of age); those employees shall be fingerprinted by the Department of Justice (DOJ) before entering the site, to determine that they have not been convicted of a serious or violent felony. (See School Site Safety Certification Form)

20. PREVAILING WAGE – Vendor shall adhere to the prevailing wage determinations made by the Director of Industrial Relations pursuant to California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5. Prevailing wage rates apply to projects with labor over \$1,000.00. Copies of the prevailing rate of per diem wages are available at <http://www.dir.ca.gov/DLSR/PWD>. Vendor shall ensure that subcontractors adhere to this provision. Certified payroll records are subject to inspection for compliance. The responsibility of compliance with Section 13 and Section 1777.5 of the Labor Code for all apprenticeable occupations is with the vendor. As a further material part of these conditions, vendor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines, and penalties of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of vendor to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of vendor or its subcontractors to pay prevailing wages, vendor agrees that the District and the other indemnified parties may appoint their own independent counsel and vendor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

Palm Springs Unified School District Insurance Requirements

All contracts should have Palm Springs USD be added as an additional insured on the policy endorsements listed below.

STANDARD INSURANCE LIMITS:

General Liability (Per Occurrence)

\$1,000,000 Bodily Injury & Property Damage Liability
\$2,000,000 General Aggregate
\$1,000,000 Products and Completed Operations
\$1,000,000 Personal/Advertising Aggregate
\$100,000 Damages to Rented Premises
\$10,000 Medical Expense

Automobile Liability

\$1,000,000 Combined Single Limit

Excess Liability / Umbrella

\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

ADDITIONAL INSURANCE REQUIREMENTS:

1. **If you have employees**, you must also provide:

Workers' Compensation
California Statutory Benefits

Employer's Liability
\$1,000,000 Bodily Injury each Accident
\$1,000,000 Bodily Injury by Disease – Each Emp
\$1,000,000 Bodily Injury by Disease – Policy Limit

2. **If you are offering a professional service**, you must provide:

Professional Liability
\$1,000,000 Limit
\$3,000,000 Aggregate

3. **If you can potentially be the only adult in a room with student(s)**, you must provide:

Sexual Molestation/Misconduct Liability
\$1,000,000 each Incident
\$2,000,000 Aggregate

4. **If you collect, store, transmit, or otherwise have access to student data, confidential personal information, or provide services involving online or digital platforms**, you must provide:

Cyber Liability Insurance
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

CERTIFICATE HOLDER:

Palm Springs Unified School District
Attn: Purchasing Department
150 District Center Drive
Palm Springs, California 92264

POLICY EFFECTIVE EXPIRATION DATES:

Policy must cover the period of performance.

DESCRIPTION:

Should read the agreement #, contract #, bid #, or service period/year.

E.g.: "This Certificate applies to services performed from 2025 – 2030, subject to policy renewal and continuation."

POLICY ENDORSEMENTS:

The following two (2) Endorsements must be included and written as follows:

1. **Additional Insured:** "Palm Springs Unified School District and its officers, agents, and employees shall be added as an additional insured to the policy."
2. **Excess and non-contributory:** "Such insurance as is afforded by this policy for the Palm Springs Unified School District and its officers, agents, and employees shall be primary and any insurance carried by the Palm Springs Unified School District and its officers, agents, and employees shall be excess and non-contributory."

Separate Endorsement pages must be included with Certificate of Liability Insurance.

CANCELLATION/REDUCTION IN COVERAGES:

Provide thirty (30) days notice of cancellation or reduction of coverages.