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## Purchasing

Selene Ahumada Tirado, *Director*

### WELCOME PACKET FOR VENDORS PROVIDING SERVICES

The Purchasing Services Department would like to welcome you as a Service Provider to our District. This packet contains necessary information regarding our District's requirements prior to services being rendered. Please review all information provided in this packet, then complete and return all applicable forms to the site or department you are contracting with.

**PROPOSAL/SCOPE OF WORK** – A Proposal or Scope of Work MUST be submitted, signed and dated. The Proposal/Scope of Work must include the following required information; contact information, dates of service, description of services, all costs, payment terms, reimbursable expenses (if any) and a grand total for services. In addition, please indicate STRS/PERS member status, if applicable. This packet contains a sample Proposal/Scope of Work and a fillable template that may be used to submit proposals if needed.

**\*\*Note:** Vendor may submit their own proposal as long as all required information as listed above is provided.

**INSURANCE REQUIREMENTS** – ALL service providers are required to maintain coverage with their own insurance policy. Corporations must provide a certificate of insurance listing the District as additionally named insured. Maintaining said coverage is mandatory during the duration of the services. See Attachment "B" Palm Springs Unified School District Insurance Requirements.

**SCHOOL SITE SAFETY CERTIFICATION (SSSC)** – The SSSC is required for ALL vendors providing services on a school campus. Provider MUST comply by completing, executing and submitting the form with their selected option of responsibility (all of which meet Ed Code requirements). If Options 3 or 4 are selected, the School Site or Department Administrator must sign the bottom of this form as well.

**IRS FORM W9 FOR NEW PROVIDERS ONLY** - A completed and signed IRS Form W9 is required from ALL new providers. Please ensure that the W9 Form has been COMPLETELY filled out (with all fields populated and all appropriate boxes checked), signed by the provider's authorized signatory, dated and returned with the proposal for the services.

The IRS Form W-9 must list a physical address for the service provider; however, a PO Box for remittance of payments may also be included. Sole proprietors/independent contractors with an EIN number must include both their EIN and SSN on the form. Social Security numbers are required for Employment Development Department reporting.

**For out of state vendors, a California Form 587 or 590 must be submitted** – please refer to the District's letter of explanation in reference to the completion of these forms. **Do not return both forms.** If you are unsure of which form applies, please contact your tax advisor.

The Palm Springs Unified School District standard Terms & Conditions can be found on the Purchasing Services webpage on District website at [www.psusd.us](http://www.psusd.us).

If you have reviewed the information and have further questions feel free to contact the Purchasing Services Department directly via email at [purchasinginfo@psusd.us](mailto:purchasinginfo@psusd.us) or via phone at (760) 883-2710, Option 3.

We thank you and look forward to working with you!

**Attachment "A"**  
**PSUSD Provider Services Proposal**

**Service Provider Contact Information:**

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Street Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**Dates Services will be provided:**

**Total No. of Days of Service:**

**Detailed Description of Services, including location:**

(Please attach any additional details or supporting documents to this form as necessary.)

**Payment Terms, invoicing details, costs/fees, hourly/daily rates, materials & supplies, reimbursables and other applicable charges:**

**Grand Total Amount for Services to be Provided:** not to exceed..... \$ \_\_\_\_\_

**Current or Retired STRS/PERS Member?** Yes ☐ No ☐ If Retired - list Retirement Date: \_\_\_\_\_

**Provider Signature:** \_\_\_\_\_

**Valid Through:** \_\_\_\_\_

## 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:

Attachment "B"

**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.



PALM SPRINGS UNIFIED SCHOOL DISTRICT

SCHOOL SITE SAFETY CERTIFICATION

Agreement between the Palm Springs Unified School District ("District") and

\_\_\_\_ ("Provider").

The undersigned does hereby certify to the governing board of the Palm Springs Unified School District as follows: **That I am a representative of the Provider currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate.**

Provider certifies that they have taken at least one (1) of the following actions with respect to the services being provided and that which is subject to Contract/Purchase Order herein attached (check all that apply):

- 1.\_\_\_\_\_ The Provider has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Provider's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Provider's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or
- 2.\_\_\_\_\_ Provider certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Provider who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Provider's employees and its subcontractors' employees is  
  
Name: \_\_\_\_\_  
  
Title: \_\_\_\_\_
- 3.\_\_\_\_\_ Provider and all of its employees and/or subcontractors' employees will be under the continual supervision of, and monitored by, an employee of the District.
- 4.\_\_\_\_\_ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Provider's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Provider.

Printed Name of Provider: \_\_\_\_\_

Signature of Provider: \_\_\_\_\_

Title of Provider: \_\_\_\_\_

Provider Contact Number: \_\_\_\_\_

Date of Execution: \_\_\_\_\_

**FOR DISTRICT USE ONLY – IF OPTION NO. 3 AND/OR 4 ARE CHOSEN**

**School Site/District Department Administrator Acknowledgment of Provider Compliance:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# **Vendor Application**

**Purchasing Services  
150 District Center Drive  
Palm Springs, CA 92264**

Business Name: \_\_\_\_\_

\*Business License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Representative's Name: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_

Number of years in business: \_\_\_\_\_ Email address: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Products or Services Provided: \_\_\_\_\_

Comments: \_\_\_\_\_

**List of references where your company provided products/services: (Preferably other school districts)**

Other Schools or Business Name/Address	Contact	Phone	Dates of Service	Products/Service
1.				
2.				
3.				

"By signing below, I certify under penalty of perjury that the information provided is true and correct to the best of my knowledge. I understand it is the vendor's responsibility to update the above information as needed. I further agree that as a vendor of the District this company will conform to all Federal, State, County and City laws, ordinances, codes and regulations covering the products, work or services provided, including but not limited to, obtaining a \*Palm Springs business license as required by the Palm Spring Clerk's Office. I understand that it is the vendor's total responsibility to determine specific details of such requirements and warrant that all work performed, or provided, totally conforms to such legal requirements. I understand the submission of this application does not guarantee that this company will be used as a vendor for the District or requested to quote on any or all requirements. I understand the District reserves the right to use, any, or all vendors for the submission of quotes. Formal bids are advertised in The Sun newspaper's legal ads."

**Authorized Vendor Representative Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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## Purchasing

Selene Ahumada Tirado, *Director*

### Tax Forms

Each new vendor wishing to provide services to the Palm Springs Unified School District shall be required to provide a W-9, CA 587 or Ca 590 depending on their tax and resident status. A new vendor is one who has not contracted with or been issued payment by the District in the past.

For your convenience, **Form W-9** is included in this packet. Additional information can be found on the Internal Revenue Service website at [www.irs.gov/forms-pubs/about-form-w9](http://www.irs.gov/forms-pubs/about-form-w9).

The State of California mandates their Public Agencies to ensure resident and non-resident vendors have declared their exemption from paying State taxes or have the funds withheld by the withholding agent.

**Form 587 - Non Resident Allocation Worksheet** - By completing this form, the vendor shall have 7% of each future payment for services (in excess of \$1,500 per annum) which are rendered within the State of California withheld, and subsequently paid to the State of California Franchise Tax Board. **Non-resident Providers are to itemize their invoices to reflect in-state services.**

**Form 590 - Withholding Exemption Certificate** - By completing this form, the vendor is stating that they are exempt from paying the 7% non-resident tax and is to provide a copy of the Secretary of State (SOS) Form issued by the Secretary of State, certifying tax exemption along with the completed Form 590.

Please be aware that should your exemption status change at any time, it is the responsibility of the vendor to notify the District by submitting an updated form.

Both the Form 587 and Form 590, along with detailed information and instructions can be found on the Franchise Tax Board website at <https://www.ftb.ca.gov/>.

Please review each form closely, complete the one that you qualify under, sign, and return to the District with your Provider packet.

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
				-				-			
<b>or</b>											
<b>Employer identification number</b>											
					-						

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



2024

# Nonresident Withholding Allocation Worksheet

587

The payee completes this form and returns it to the withholding agent. The withholding agent keeps this form with their records.

## Part I Withholding Agent Information

Withholding agent's name

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

## Part II Nonresident Payee Information

Payee's name

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room, PO box, or PMB no.)

City (If you have a foreign address, see instructions.)

State

ZIP code

Nonresident payee's entity type: (Check one)

☐ Individual/sole proprietor☐ Corporation☐ Partnership☐ Limited liability company (LLC)☐ Estate or trust

## Part III Payment Type

Nonresident payee: (Check one)

☐ Performs services totally outside California (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides goods and services in California (see Part IV, Income Allocation)

☐ Provides only goods or materials (no withholding required, skip to Certification of Nonresident Payee)

☐ Provides services within and outside California (see Part IV, Income Allocation)

☐ Other (Describe) \_\_\_\_\_

If the nonresident payee performs all the services within California, withholding is required on the entire payment for services unless the payee is granted a withholding waiver from the Franchise Tax Board (FTB). For more information, get FTB Pub. 1017, Resident and Nonresident Withholding Guidelines.

## Part IV Income Allocation

Gross payments expected from the withholding agent during the calendar year for:

(a) Within California

(b) Outside California

(c) Total payments

### 1 Goods and services:

Goods/materials (no withholding required) .....

Services (withholding required) .....

2 Rents or lease payments .....

3 Royalty payments .....

4 Prizes and other winnings .....

5 Other payments .....

6 Total payments subject to withholding.

Add column (a), line 1 through line 5 .....

Nonresident withholding threshold amount: ... \$1,500.00

Backup withholding threshold amount: ... \$0.00

## Certification of Nonresident Payee

Our privacy notice can be found in annual tax booklets or online. Go to [ftb.ca.gov/privacy](https://ftb.ca.gov/privacy) to learn about our privacy policy statement, or go to [ftb.ca.gov/forms](https://ftb.ca.gov/forms) and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Print or type payee's name

Telephone

Payee's signature

X

Date

Print or type representative's name and title

Telephone

Authorized representative's signature

X

Date

**Sign  
Here**

**2024 Withholding Exemption Certificate****590**

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

**Withholding Agent Information**

Name \_\_\_\_\_

**Payee Information**

Name \_\_\_\_\_

☐ SSN or ITIN ☐ FEIN ☐ CA Corp no. ☐ CA SOS file no.

Address (apt./ste., room) \_\_\_\_\_

City (If you have a foreign address, see instructions.) \_\_\_\_\_

State \_\_\_\_\_ ZIP code \_\_\_\_\_

**Exemption Reason****Check only one box.**

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

☐ **Individuals — Certification of Residency:**

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Corporations:**

The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.

☐ **Partnerships or Limited Liability Companies (LLCs):**

The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

☐ **Tax-Exempt Entities:**

The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 \_\_\_\_\_ (insert letter) or Internal Revenue Code Section 501(c) \_\_\_\_\_ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

☐ **Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**

The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

☐ **California Trusts:**

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.

☐ **Estates — Certification of Residency of Deceased Person:**

I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.

☐ **Nonmilitary Spouse of a Military Servicemember:**

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

**CERTIFICATE OF PAYEE:** Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to **ftb.ca.gov/privacy** to learn about our privacy policy statement, or go to **ftb.ca.gov/forms** and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title \_\_\_\_\_ Telephone \_\_\_\_\_

Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

## 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 be 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.