

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 – Vendor shall maintain all required insurance from a company or companies acceptable to the District and shall not commence or allow any subcontractor to commence work on its subcontract until all required insurance is obtained. When requested by the District, the vendor shall provide evidence of insurance in the form of a Certificate of Insurance naming the District as an additional named insured and must provide the District thirty (30) days written notice of any reduction in coverage or cancellation. Vendor shall insert a provision substantially similar to the requirements of this article in any subcontract covering any portion of the work to be performed and shall require the subcontractor to take out and maintain such insurance and to file proof of the compliance as stated above. Vendor shall obtain the following policies of insurance and maintain the coverage at all times during the life of the contract. When requested by the District, Certificates of Insurance shall be forwarded to the attention of Purchasing Services at Palm Springs Unified School District, 150 District Center Drive, Palm Springs, CA 92264.
 - a. Comprehensive General Liability Insurance and Auto Liability Insurance that shall name the District as an additional insured and shall protect vendor and the District against any liability that vendor may incur (1) on account of bodily injuries to or the death of one person other than an employee of vendor and consequential damages arising therefrom to the extent of not less than \$1,000,000.00 and on account of bodily injuries to or the death or more than one such person, subject to the same limit for each and consequential damages arising therefrom as a result of any one occurrence to the extent of not less than

\$1,000,000.00 and (2) on account of damage to or destruction of any property, to the extent of not less than \$1,000,000.00 for each accident and \$1,000,000.00 aggregate.

- b. Workers Compensation Insurance in statutory form and employer's liability insurance covering vendor's liability to the extent of not less than \$1,000,000.00 for damages on account of bodily injuries to or death of such person or persons. The insurance described in part "a" shall also provide contractual liability coverage satisfactory to the District with respect to liability assumed by vendor under the indemnity provisions listed in "Damage to District Property". Vendor shall be aware of and comply with and require subcontractors to comply with Workers Compensation Laws and all related regulations pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 3.

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.