

**COVINA-VALLEY UNIFIED SCHOOL DISTRICT  
PURCHASE ORDER TERMS, CONDITIONS, AND INSTRUCTIONS**

This order is subject to the following terms and conditions, and by accepting the order, or any part thereof, Seller accepts all said terms.

**GENERAL**

1. DEFINITION. "Buyer" means Covina-Valley Unified School District, and "Seller" means the person, firm, or corporation from whom the item or service has been ordered.
2. Seller's terms in accepting or acknowledging this order shall not be binding upon Buyer unless accepted in writing by Buyer.
3. Seller's acceptance of this order's terms may be in writing, the shipment of any item, or commencement of Seller's performance.
4. Seller may not assign this order without Buyer's prior written consent.
5. Orders for merchandise without a written Purchase Order or verbal Purchase Order number shall not be honored by Buyer.
6. This order may not be varied or modified by any oral statement of the parties hereto or by any written statement of the Seller.

**INVOICES, PACKING SLIPS, SDS**

7. Purchase Order number must appear on all invoices, packing slips, packages, and correspondence.
8. Covina-Valley Unified School District's payment terms are Net 30 unless indicated otherwise on the Purchase Order.
9. Invoices must be itemized, showing quantity, unit price, labor, material, State taxes, and shipping charges, if approved. The Buyer is exempted from payment of Federal Excise Tax.
10. Invoices must be sent in via email to [billing@c-vusd.org](mailto:billing@c-vusd.org). You can also send them via mail to: Covina-Valley Unified School District, Accounts Payable, 519 E. Badillo Street, Covina, CA 91723
11. The Seller certifies, by shipment, that all equipment furnished under this order meets or exceeds applicable CAL-OSHA codes. A Safety Data Sheet (SDS) shall accompany all products supplied herein which are deemed to be toxic or otherwise hazardous.

**SHIPPING & DELIVERY**

12. Time is of the essence. If Seller cannot ship without delay, immediately notify Buyer's Purchasing Department and provide probable date of delivery.
13. All items MUST be delivered to the location specified on Purchase Order, unless authorized by Buyer's Purchasing Department.
14. Buyer will not be responsible for any item delivered without a Purchase Order.
15. 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 Seller agrees that Buyer may return part or all of any shipment so made and may charge Seller with any loss or expense sustained as a result of such failure to deliver.
16. Delivery times are between 7:30 a.m. and 3:45 p.m., Monday through Friday, except holidays.
17. All delivered goods, services, and charges must be in accordance with the bids or specifications upon which this order is placed. Do not substitute. The District reserves the right to cancel this order or adjust any claim thereunder if merchandise, delivery, services rendered, or charges submitted are not in accordance with the bids or specifications.

**PRICE**

18. Price deviations and substitutions in kind permitted ONLY as authorized by Buyer's Purchasing Department.
19. All items must be prepaid to point of destination indicated. Exceptions are subject to approval by Buyer's Purchasing Department.
20. No boxing, packaging or cartage charges will be allowed unless specifically authorized in writing by Buyer.
21. The cash discount period to Buyer will be figured from the date the invoice or item is received by Buyer, whichever is later.
22. When a discrepancy exists between the bid price and the order price, the bid price is the legally binding price.

**INSPECTIONS**

23. All items are subject to Buyer's inspection within a reasonable time after arrival at the ultimate destination. If upon inspection any item is found to be unsatisfactory, defective, or of inferior quality or workmanship, or fails to meet the specifications or any other requirements of this order, Buyer may return such item to Seller at Seller's expense. Payment for item prior to inspection shall not be construed to be an acceptance of unsatisfactory or defective item. Seller shall reimburse Buyer for the purchase price of such returned item paid by Buyer and any costs incurred by Buyer in connection with the delivery or return of such item.

## **WARRANTIES**

24. Seller warrants that the item will conform to its description and any applicable specifications shall be of good merchantable quality and fit for the known purpose for which it is sold. This warranty is in addition to any expressed warranty or service guarantee given by Seller to Buyer.

25. Seller warrants that the item is free and clear of all liens and encumbrances and that Seller has clear title at the time title passes to Buyer.

26. Seller shall comply with all other State, Federal, and local laws, and regulations governed by and construed according to the laws of the State of California, or orders applicable to the purchase, manufacturing, processing, construction, installation, servicing, and delivery of the item. Seller shall reimburse Buyer for any loss incurred by Seller's failure to comply.

27. Seller shall indemnify and hold harmless Buyer from and against any and all loss, liability or expense by reason of any claim or suit for alleged infringement of any copyright, trademark, or patent relating to any item furnished hereunder and shall defend such claim or suit and pay all costs and expenses incidental thereto.

## **COMPLIANCE**

28. No waiver of a breach of any provision of this order shall constitute a waiver of any other breach of such provision or any other provision.

29. Buyer 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.

30. Specifically written terms, conditions, and instructions relating to advertised bids and written or verbal offers from Buyer take precedence over these printed terms, conditions, and instructions where conflict exists, and this Purchase Order form is a part of the contract documents.

## **LIABILITY OF SELLER**

31. If any item sold and delivered hereunder is defective in any respect whatsoever, Seller shall indemnify and hold harmless Buyer from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that may occur in connection with the use of such item and are contributed to by said defective condition.

32. Seller will hold Buyer harmless from any or all damages or liability arising out of death or injuries to persons or damage to property approximately caused by the negligence of Seller or his agents, servants, or employees.

33. Seller is responsible for all loss or damage to the item until delivered to Buyer at the F.O.B. point specified on this order.

## **IDEMNIFICATION**

34. Contractor shall be an independent contractor and not an agent or employee of District under this Agreement. Contractor shall be responsible for any damage, loss, or other claim arising out of the performance of its services under this Agreement. Prior to commencement of services and during the life of this Agreement, Contractor shall provide the District with a current certificate or policy evidencing its professional general liability insurance coverage in a sum not less than \$1,000,000 per occurrence, and such certificate or policy shall name the District as an additional insured. The District may waive this requirement for good cause demonstrated. Such waiver must be set forth in writing, including the "good cause," and signed by an authorized District administrator. To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold harmless District, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by Contractor or its directors, officers, agents, employees, volunteers, or guests arising from Contractor's duties and obligations described in this Agreement or imposed by law. To the fullest extent allowed by law, District shall defend, indemnify, and hold harmless Contractor, its directors, officers, agents, employees, and guests against any claim or demand arising from any actual or alleged act, error, or omission by District or its directors, officers, agents, employees, volunteers, or guests arising from District's duties and obligations described in this Agreement or imposed by law. Contractor is not an employee of the District and District shall not indemnify Contractor in any such claim. Contractor shall be responsible for carrying its own workers' compensation insurance and health and welfare insurance. District shall not withhold or set aside income tax, Federal Insurance Contributions Act (FICA) tax, unemployment insurance, disability insurance, or any other federal or state funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes.

## **GOVERNING LAW AND VENUE**

35. In the event of litigation, the bid documents and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state of federal court located in Los Angeles County.

## **BILLING**

36. If the Covina-Valley Unified School District has not received billing for product or services within a one year period the District will not be held responsible for satisfying the debt.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER INELIGIBILITY** (Applicable to all orders or agreements funded in part or in whole with federal funds)

37. The vendor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) & 12689. The Vendor certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not, within a three-year period preceding the receipt of this purchase order, been convicted of, or had a civil judgment rendered against them, for: (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract; (2) Violation of Federal or State antitrust statutes; (3) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (4) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Vendor's present responsibility.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, state or local), with commission of any of the offenses enumerated above.
- d. Have not, within a three-year period preceding the receipt of this purchase order or agreement, had one or more public transactions (federal, state or local) terminated for cause or default.
- e. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- f. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

**FORCE MAJEURE**

38. Neither party shall be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, Acts of God, rules or regulation of any governmental agencies or other matters or conditions beyond the control of Buyer or Seller.

**CESSATION OF FUNDING**

39. In the event that Federal, State, Agency, or grant funding for this Purchase Order ceases, this Purchase Order is terminated immediately without notice and without penalty to the Buyer.

**OTHER**

40. Seller agrees not to release any advertising copy mentioning Buyer or quoting the opinion of any of Buyer's employees unless such copy is approved by Buyer before release.

41. The Buyer is an equal opportunity employer. The acceptance of this purchase order by a supplier of goods and services is a certification that such supplier is an equal opportunity employer and does not discriminate against any employee or applicant of employment because of race, religion, color, national origin, ancestry, disability, medical condition, marital status or sex as outlined in the California Government Code Section 12940 and all provisions of Executed Order 11246. In addition, the supplier agrees to require like compliance by all subcontractors employed on the work by him.

42. Negotiation of either quantity or trade discounts with suppliers for all purchases shall be by the Chief Business Officer or designee only. District prohibits the use of gifts, incentives, inducements, favors, monetary returns, either promised or given, and/or rebates of any kind (hereinafter referred to as "Incentives") that do not accrue directly to the District. Any supplier attempting to or providing such Incentives shall result in the immediate termination of any existing and future order to that supplier and District will take any and all appropriate actions deemed necessary by the District, including but not limited to referral to local law enforcement authorities.

43. Contactor shall ensure that persons who perform services on District property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code 870008-87010. If the District determines that any person employed by contractor to work on District property is incompetent, unfaithful, intemperate, disorderly, abusive or is otherwise unsatisfactory, contractor shall cause that employee to be removed from working on District property immediately, and that person shall not be employed again on District property.

44. The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provisions"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (§1771), hiring of Apprentices (§1777.5) and Working Hours (§1813), and Payroll Records (§1776).

45. Contractors involved in a public works project as defined in Section 1720 of the Labor Code shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5.